

COMPLIANCE



Thank you for choosing to hold your event at The Center or Tower Center at Unity Square, hereafter referred to as CENTER. Please read this document and the signed contract carefully as all rules and regulations will be strictly enforced.

- **1.** A non-refundable deposit is required at the time which a date is held, and the contract is signed. The deposit will be applied to the estimated cost of the event.
- 2. The LESSEE agrees to pay the CENTER for the estimated costs of the lease prior to event date. A final invoice will be sent following the event if any additional charges are incurred for changes to the contract or damages to the CENTER.
- **3.** If the event is a performance using the stages and/or theater equipment or another event complicated enough to warrant, a production meeting with LESSEE key staff and CENTER key staff will be held.
- 4. LESSEE will adhere to CENTER's Auditorium ticketing and/or reserved seating policy.
- **5.** For events in the Auditorium, CENTER Ushers are required at a fee of \$250 billable to the LESSEE. When events are ticketed through our box office, the usher fee is waived.
- 6. All events using contracted performers, agencies, or services must provide copies of the technical riders to the CENTER for CENTER approval at least 30 days prior to the event or lease may be terminated.
- 7. Sales of souvenirs, records, memorabilia, and all novelty items associated with an event must be contracted with the CENTER. A fee of 15% of total gross sales will be charged. Payment of fee is the responsibility of LESSEE and will be paid immediately following the event. The CENTER reserves the right to designate the area in which sales will occur. The fee will include the use of space for sales, table(s), chair(s), set-up, and clean-up.
- 8. LESSEE shall not erect or operate on the premises, without prior written consent of CENTER, any machinery or equipment operated by electricity, nor shall LESSEE install any wires, nails, adhesives, tacks, screws, tapes, or similar articles on floors, walls, drapes, or plaster surfaces. Any decorations and displays in or on the building or grounds shall be subject to the supervision and approval CENTER.
- 9. The LESSEE agrees to exercise care in the use of the CENTER facilities and equipment. Should the facility and/or equipment be damaged or destroyed due to the LESSEE's use, LESSEE agrees to repair or replace the damaged item at LESSEE's expense. The CENTER shall not be liable for any damage to property of the LESSEE from whatever source, nor shall the CENTER be liable for any loss of property from or on premises, however occurring. The LESSEE agrees to hold the CENTER harmless against any claims for damage to persons or property arising out of the use of the facility by the LESSEE.
- 10. The CENTER agrees to exercise care in the use of the LESSEE's equipment. Should LESSEE's equipment be damaged or destroyed due to CENTER's negligence, CENTER agrees to repair or replace the damaged item at CENTER's expense. The LESSEE agrees to hold the CENTER harmless against damages to property arising out of accidental damage to LESSEE equipment.
- **11.** The CENTER will vacuum, empty trash, sweep and mop in Rental Area. If excessive cleaning is required after an event, LESSEE will be charged at the going rate for a minimum of 2-hours.
- **12.** Aisles shall be used only for passage to and from seats and shall be always kept unobstructed. All doorways and exits in public areas and backstage shall be kept clear.
- **13.** Photographs, broadcasts, telecasts, video or audio tape recordings or films are at the discretion and enforcement of the LESSEE.
- 14. All technical stage work and use of CENTER equipment, rigging, storage areas, and dressing rooms are under direct supervision of the CENTER. Rentals in the Auditorium needing use of sound and/or lights are required to use CENTER Technicians (one department head for each department) at the current rate per hour/per person. LESSEE shall leave the stage and stage areas clear after final performance. If the stage areas are not cleared within the designated period, the CENTER will employ a crew for this purpose and the LESSEE agrees to pay for the expense.

- 15. Pianos owned by the CENTER may be rented for a fee and any tuning requested by the LESSEE shall be billed to and paid by the LESSEE. The CENTER limits the scope of any "special" tuning and shall designate the piano tuner.
- **16.** LESSEE shall not sell or serve food, refreshments, or beverages of any kind upon the premises, except as authorized in writing by the CENTER. All concessions shall be operated or contracted by the CENTER, however, if sponsors of events at the CENTER wish to have a particular product from a certain company sold exclusively (due to contributions, sponsorship, etc.) they may elect to do so, but the CENTER will continue to receive the revenue from the concessions sold.
- 17. Sales tax, if applicable to event, shall be the responsibility of the LESSEE.
- 18. LESSEE acknowledges that payments made with a card are billed with a 4% processing fee.
- **19.** The LESSEE is responsible for all fees and/or royalties, which may be required under copyright laws.
- 20. Security officers are required at events providing alcoholic beverages. Security will be present from the time the event begins until the last participant leaves, and their services will be billed to the LESSEE at the going rate.
- **21.** LESSEE acknowledges that confetti, glitter, birdseed, sparklers, or bubbles cannot be used in the building.
- 22. LESSEE event cannot contain an open flame. Candles must be enclosed.
- **23.** Additions to rental time outside of the contracted hours on the day of the event are paid by the LESSEE at a rate of double time.
- 24. LESSEE shall be familiar with CENTER policy and responsible for the conduct of its representatives, performers, volunteers, participants, and guests during their rental of the CENTER.
- 25. LESSEE agrees to abide by the room capacities and operating hours as designated by CENTER.
- 26. LESSEE agrees to limit its participants' access only to the designated rental area(s).
- **27.** LESSEE acknowledges that other use of the CENTER may coincide with this rental time, and LESSEE agrees to control any ambient sound which may interfere with other rentals, events, meetings, or business. LESSEE acknowledges that CENTER is the final authority on decisions regarding sound levels.
- **28.** Because the acoustics of the CENTER are so fine, many groups will be unaware of the need to reduce their normal volume level. Performers, technicians, and DJ's must be made aware that the volume of the amplified sound <u>cannot exceed 95 decibels</u> at a point a third of the way back in the audience from the speakers. The CENTER will enforce this sound level requirement.
- **29.** LESSEE must provide a liability insurance certificate verifying there is a policy in force naming renter as insured. Such insurance must provide for a minimum premise's bodily injury liability of \$1,000,000 per occurrence. Certificate must be presented with signed contract.
- **30.** The fountain at Unity Square contains harsh chemicals that are not safe for humans or animals. It is important to keep away from the fountain to avoid any harm or injury. Entry into the fountain is prohibited.

By signing this agreement LESSEE (contact person signing the contract) acknowledges the compliance requirements of The Center & Tower Center at Unity Square Practices and Procedures Information and Rental Fee schedule and agrees to adhere to all guidelines, rules, practices, and procedures as stated therein, as well as all local, state, and federal laws. Failure on the part of the LESSEE to comply with the terms of this agreement may result in the immediate cancellation and may influence decisions regarding future use of The Center & Unity Square.

FIRST & LAST NAME: SIGNATURE:

DATE: