

State of Alabama            )  
County of Tuscaloosa    )

Contract for the Use of the Bama Theatre

This agreement is entered into between The Arts and Humanities Council of Tuscaloosa, Inc., (hereinafter referred to as "Council") and the \_\_\_\_\_ (hereinafter referred to as "Sponsor"). This agreement covers the use of the Bama Theatre by the Sponsor on the \_\_\_\_\_ day of \_\_\_\_\_, 2007. For and in consideration of the mutual agreements by and between the Council and the Sponsor, the parties do bind themselves by the following terms and covenants:

1.     Rental Date: The Council hereby agrees that the Sponsor shall have the use of the Bama Theatre on \_\_\_\_\_. The Council agrees that the theatre and dressing rooms will be clean, and house lighting will be available.
2.     Fee and Deposit:
  - a.    The total fee for said rental date will be: \_\_\_\_\_, plus the cost of any equipment rentals. The sponsor agrees to pay the compensation specified on or before the date(s) of use and in all events prior to the time of use. The compensation shall be by certified check, cash, credit card, or acceptable draft, and shall be payable to the order of the Arts Council of Tuscaloosa County.
  - b.    Fifty percent (50%) of the total fee is required as a deposit to be paid at the signing of this contract.
  - c.    Council will refund 75% of Sponsor's deposit if Sponsor cancels at least 60 days before the event. 25% of said deposit will be retained as an administrative fee.
  - d.    The Council will retain 100% of the deposit if Sponsor's event is cancelled less than 60 days before said event. In the event of such cancellation, Council will require Sponsor to reimburse Council for any extra expenses (if any) above the amount of the retained deposit.
3.     Information about Event: If the Council determines that Sponsor did not provided full and adequate information as to the nature of Sponsor's event, the Council retains the right to cancel at any time. (A full description should be given on the rental application). Information about the event must be given in written form. Verbal communication of pertinent information to Council Representatives about the nature of the event is not adequate. The Council retains the right to decline to host an event if the nature of the event is such that the Council determines that there is a concern about the safety and/or security of the theatre and/or its patrons. Furthermore, if the Council determines in its sole discretion that the event is of such a nature as to be inappropriate for this venue for any reason whatsoever, or if the Council determines that there is any cause for concern regarding the safety and/or security of the theatre and/or its patrons, the Council retains the right to cancel this contract at any time within it sole discretion.
4.     Condition of Theatre: the Council will furnish the Bama Theatre in clean and good order, well heated or cooled and with clean dressing rooms near the stage.
5.     Insurance: Proof of insurance must be provided at least 7 days prior to the event or the Council retains the right to cancel Sponsor's event at any time and will retain the full deposit.
6.     Compliance with City/County/State/United States Laws and Regulations and Indemnity: Sponsor agrees to comply with all applicable ordinances, laws, rules and regulations of the City and Count of Tuscaloosa, the State of Alabama, the United States of America and all agencies and authorities thereof, including, but not limited to the use of copyrighted materials in the Bama Theatre. Sponsor further agrees to indemnify, save

and hold harmless Council and all its agents, servants and employees from any loss, cost, expense, or damage, including reasonable attorney's fees caused by any breach, violation of any such laws, rules and regulations, including, but not limited to the unauthorized use of copyrighted materials.

7. Further Indemnity: Sponsor does further agree to indemnify, save and hold harmless Council from and against any and all loss, cost expense, or damage including reasonable attorneys fee, caused by injuries to person and property while in or about the facility during the time of use by Sponsor even if the said injury or property damage is the result of the combined, concurring or sole negligence of the Council. Sponsor shall be solely responsible for injuries to persons(s) and property damage incurred during the rental period. Condition of the theatre will be duly noted before and after the rental period for assessment of damages.
8. Compliance with Theatre Regulations: Sponsor agrees to comply with the rules as stated in the Regulations Governing the Use of the Theatre.
9. Notice: All communications regarding the rental of the Bama Theatre on the above date are to be given in writing and addressed to the theatre manager at the address below.
10. Restrictions: Council has total rights to all food and drink concessions sold during the contracted date of the event.
11. The following items may be required at the sole discretions of the Council:
  - a. \$1,000,000,000 certificate of liability insurance, cost born by sponsor
  - b. a minimum of 2 off-duty law enforcement officers, cost born by sponsor
12. Sponsor's Concession Preference, (please place initials in the box):  
 Soft drinks, candy, wine and mixed drinks;  
 Soft drinks, candy only
13. A \$1.00 per ticket or occupied seat surcharge shall be collected from all promoters/sponsors for the Bama Theatre Restoration Fund. Exclusions are educational programs during school hours, or private non-ticketed functions, i.e., weddings, receptions, etc.

The Arts and Humanities Council of Tuscaloosa County, Inc  
P.O. Box 1117  
Tuscaloosa, AL 35403-1117

In witness whereof the parties have hereunto set their hands and seals on this the \_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
David C. Allgood  
Council Representative

\_\_\_\_\_  
Sponsor