

## **EXHIBIT "B": VENICE PERFORMING ARTS CENTER USER CONTRACT**

### **Article 1. DEFINITIONS**

The organization, individual or individuals engaging with the Sarasota County School Board (School Board) for use of the facilities, equipment and services of the Venice High Performing Arts Center (Center) are bound by the terms and conditions specified in the User Contract and its attached Rider(s). Revisions to the User Contract listed in any and all subsequent Riders shall be accepted as an integral part of the terms and conditions upon counter signature by both the School Board and the organization, individual or individuals renting (hereinafter referred to as "User").

### **Article 2. DEPOSITS**

User agrees to pay \$200.00 as a non-refundable deposit with return of this signed contract. The deposit will be applied toward rental charges in final billing.

### **Article 3. CANCELLATION BY USER**

Should the User cancel the event covered in this Contract, no deposit refund shall be made. User agrees to pay any reimbursable expenses incurred by the School Board in connection with the event.

### **Article 4. RETURN OF CONTRACT**

Date(s) requested by the User are not considered firm and tickets will not go on sale until User returns the signed Contract accompanied by the deposit. Contract and deposit must be returned by \_\_\_\_\_. Failure to comply means the User automatically cancels arrangements made with the School Board.

### **Article 5. CANCELLATION**

This Contract may be cancelled by the School Board immediately upon written notice delivered to User upon breach of any terms or provisions of this Contract. In the event of cancellation by the School Board, User shall be reimbursed the difference between the charge set forth in the Contract and any and all actual expenses and charges incurred by the School Board to date of cancellation.

### **Article 6. PERMITS & FEES**

User shall, at User's sole cost and expense, obtain any and all government permits, approvals or concurrence required for the use of the Center. Further, User agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentation of any performance hereunder and protect and hold the School Board harmless from any failure to make such payments. Furthermore, User agrees to comply with all applicable local, state and federal ordinances, statutes, laws and/or regulations.

### **Article 7. INSURANCE**

Throughout the term of this Contract, at User's sole cost and expense, User shall keep or cause to be kept in full force and effect, for the mutual benefit of School Board and User, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, or disuse of the

Center or adjoining areas and ways, with limits and qualifications established by the School Board. All insurance required by express provision of the Contract shall be carried only in responsible insurance companies licensed to do business in the State of Florida. All such policies shall contain language, to the extent obtainable, to the effect that (1) the insurer waives the right of subrogation against the School Board, the School Board's agents and representatives, (2) the policies are primary and non-contributing with any insurance that may be carried by the School Board, and (3) they cannot be canceled or materially changed except upon prior written notice by the insurer to the School Board. In the event of any such cancellation or material change, then this Contract shall terminate and be of no further force and effect. User shall furnish the School Board copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance at least seven days prior to User's load-in.

**Article 8. INSURANCE REQUIREMENTS**

A comprehensive liability policy at a minimum level of two (2) million dollars combined single limit shall be provided by the User. Proof of this insurance with Sarasota County School Board named on the certificate of insurance must be provided two (2) weeks prior to the first date of the engagement. The period of coverage shall be throughout the term of the Contract, at User's sole cost. This insurance shall be a broad-form general public liability insurance against claims and liability of personal injury, death, or property damage arising from the use, occupancy or disuse of the Center or adjoining areas and ways. Additional limits and qualifications may be specified by the Center's management as deemed necessary.

**Article 9. CLAIMS**

User agrees that it will indemnify and hold harmless the School Board, its elected officials, officers, agents and employees, and members of its management staff, as well as the City of Venice, Florida and its elected officials, officers, agents and employees from all claims for damage to persons or property by reason of User's negligence or the acts of User's employees or agents in connection with User's occupancy of the Center. Nothing herein shall be deemed a waiver of sovereign immunity or the protections of Section 768.28, Florida Statutes, by the School Board or City. In the event the user is one of the Performing Arts Organizations (Venice Symphony, Venice Concert Band or Exultate Choral group) then the user's obligation under this paragraph is limited to the minimum coverage levels as stated in Article 8 above. This paragraph shall survive termination of the agreement.

**Article 10. ACT OF GOD**

In the event that the Center is unfit for occupancy by User during the period covered by the Contract, by reason of fire, weather, earthquake, strike, civil disturbance or any other cause beyond the control of the School Board, then this Contract shall be of no further force and effect. The Center, the School Board, as well as the City of Venice, will not be liable for any costs other than to refund a deposit, in the event that the Center is unfit for occupancy by a User.

**Article 11. TICKET REFUNDS**

In the event of cancellation, refunds shall be available at the point of purchase beginning the second business day after the cancelled event. The School Board, as well as the City of Venice, will not be responsible for providing refunds for tickets sold by the User. User agrees to provide said refunds.

**Article 12. REPAIRS**

User agrees to pay for the repair and/or replacement of any of the Center's equipment, appliances, materials, lighting, props, sets and/or supplies broken or damaged as a result of the use of the Center.

**Article 13. CONFLICTS**

The School Board may lease, rent or otherwise permit the use of the Center for any and all activities not in conflict with the hours of operation, rehearsals, loading, set-up, and takedown time(s) designated for User. The User understands that the Center is exclusively responsible in designating said conflicts.

**Article 15. LIQUIDATED DAMAGES**

The School Board and the User recognize the delays, expense, and difficulties involved in providing, through legal or arbitration proceedings, the actual losses suffered by the School Board if the contractual requirements are not finally complete on time. Accordingly, instead of requiring any such proof, the School Board and the User agree that as liquidated damages for delay (but not as a penalty), the User shall pay the School Board \$250 for each calendar day that expires after the time specified in the Contract, including any extensions allowed by mutual agreement of both parties. This provision shall be in addition to all other remedies available to the School Board.

**Article 16. ACCESS**

The Management and any other authorized representative of the Center shall have the right to access all areas of the Center during the period covered by this Contract in order to insure compliance with this Contract.

**Article 17. BILLING**

The User will only reference the attraction as being "at the Venice Performing Arts Center" and in no way will imply that the attraction is a project of either the Center or the School Board as a producer or co-sponsor. At no time shall the User identify the producing organization as a "Resident Company" of the Center or the School Board.

**Article 18. CONSTRUCTION & PAINTING**

User will not at any time engage in the construction or painting of scenery, properties, or other goods at the Center or on other School Board property without prior approval of the Center Manager.

**Article 19. PROMOTIONS**

The School Board will not provide promotional services such as advertising, press releases, direct mail, program printing or any other promotional resources related thereto. User therefore accepts sole responsibility for promoting its event.

**Article 20. STORAGE**

User agrees to remove all sets, property and costumes immediately following the final performance. If performances span over multiple weekends, User agrees to clear all sets, property and costumes following each Sunday performance. Any storage requests of sets, property and costumes are subject to view and must be listed in a Rider to the Contract if approved by the Center Manager.

**Article 21. LOSS & THEFT**

User agrees not to hold the School Board, the City of Venice or the Center responsible for lost or stolen items.

**Article 22. PIANO TUNING**

User agrees to reimburse the School Board for piano tuning fee(s) if use of a tuned piano is desired. Tuning requests must be made no later than two weeks prior to a performance date. User agrees to utilize the Center's house tuner, which will be arranged by Center staff. Under no condition shall the Center's grand piano be tuned by any technician other than a certified technician.

**Article 23. SECURITY**

User agrees to pay for security services as required by management. At its sole discretion, the School Board reserves the right to approve or reject the User's choice of a security services provider.

**Article 24. CUSTODIAL SERVICES**

User agrees to pay for custodial services for the duration of the event (a minimum of two hours) at the per custodian/per hour rate specified in the currently effective Venice Performing Arts Center Rate Schedule.

**GENERAL TERMS AND CONDITIONS**

**Section 1. OPENING HOURS**

The User agrees to allow the management to open the lobby areas of the facility to be used at least sixty (60) minutes before the advertised start of the event and to permit patrons to be seated at least thirty (30) minutes in advance of the advertised start of the event. At that time, all technical preparations, lighting and sound checks, rehearsals and other activities will have been completed on the stage and in the auditorium.

**Section 2. CURTAIN TIME**

Management reserves the right to delay seating latecomers until the first logical break in the performance.

**Section 3. INTERMISSIONS**

The User agrees that for all programs lasting two hours or more, a running schedule for each performance will be provided to the management at least 10 working days prior to the engagement. All such schedules will include intermission times. **The Management shall retain the right to cause the interruption of any performance when in the sole judgment of the Management, such interruption is necessary in the interest of public safety.**

#### **Section 4. STAGE CREW**

Events scheduled to take place in the Center shall utilize the services of professional stage crews as determined by the Center Manager of the Venice Performing Arts Center. The Center reserves the right to select its own crew vendor. After examining the event's requirements at a mandatory pre-production meeting, the Center will determine the minimum number of personnel required for pre-production, load-in, set-up, rehearsal, performance, load-out and restoration. The Center will also select the sound vendor. The User will be required to pay the Center for the in-house stagehands at the then current labor rates. The management on request will quote rates. The Center Manager or his/her designed representative shall have the authority to veto or modify any order or direction issued by the User, its employees or other contract labor. The management reserves the right to remove any personnel associated with the show at any time, for reasons of misconduct or failure to abide by house rules. As it relates to the three Performing Arts Organizations, this provision applies only when the group requires skills or expertise beyond the capability of their staff or that of the school.

#### **Section 5. USHERS, TICKET TAKERS, DOOR GUARDS**

Volunteer ushers and ticket takes may be provided by the Center, at the Center's sole discretion, at no additional charge to the User. Volunteer ushers do not provide security. User may elect to provide additional personnel with advance approval of the Center Manager. The Management of the Center shall have the right to veto or modify any order or direction issued by User, its employees or its contractors to its event personnel if Management deems such action necessary.

#### **Section 6. FACILITY ACCESS**

The building and premises, including keys thereto, shall be at all times under control of the management. Authorized representatives of the Center shall have the right to enter the premises at all times during the periods covered by a contract. The Venice Performing Arts Center, under the terms of the Rental Contract, assumes no liability for the loss, theft or damage to the property of the User.

#### **Section 7. TECHICAL INFORMATION**

The User is required to provide all necessary technical information to the Center Manager no later than thirty (30) days prior to the first day of the engagement. Generally, the User will provide said information in a pre-production meeting at the Venice Performing Arts Center, but the Center Manager may allow the User to provide written specifications with follow-up by telephone. The Management and all Center staff will take no responsibility for problems resulting from inadequate advance planning through proper communication with Center. The Center Manager and his/her assigned representatives reserve the right to alter any aspect of a production of which there is a question of safety for participants and/or protection of Center equipment.

#### **Section 8. USE OF EQUIPMENT AND SPACES**

- If equipment is out of service for any reason, except through fault of the user, the center will make reasonable effort to correct the problem. In the event the problem cannot be corrected prior to the user's scheduled performance the user shall have the option to

cancel this contract without further obligation to either party. All sets, properties, costumes, lasers, flashpots and other materials must conform to existing fire and safety codes. The use of open flame, chemical foggers or other special effects is subject to prior approval of the Management. Pyrotechnic effects require a permit from the Venice Fire Rescue District.

- Exit doors, exit paths and fire extinguishers must not be obstructed at any time. All cable runs are subject to the advance approval of the Center Manager.
- House sound equipment may be not removed from the control booth. When an outside vendor is required, it is the sole right of the Center Manager both to select and approve the sound vendor and to select and approve the sound equipment to be used. The Management reserves final authority to determine volume levels for all events.
- The user should not at any time use tape, tacks or nails in the doors, walls, floors, or any other surfaces in the facility. The User should consult with the Center staff prior to securing cable, dance floors or any other items.

#### **Section 9. CONCESSION SALES**

The Center reserves the right to permit the sale of merchandise/service sales only from designated areas. Users/Concessionaires are responsible for the payment of all sales tax.

#### **Section 10. CATERING/ALCOHOL**

A User may make arrangements with an outside caterer to bring in food and non-alcoholic beverages for meals or receptions. Food and beverages are permitted in the lobby only. **The sale or possession of alcoholic beverages of any kind is prohibited.**

#### **Section 11. EVENT PROGRAMS**

The Center does not provide printed programs for rental engagements. If the User provides a program, the Center retains the right to insert promotional material for upcoming events into it. Any copy concerning Venice Performing Arts Center must be approved in advance by the Management. The Performing Arts Organizations agree to give the school an opportunity to include promotional adds in their programs in lieu of inserting promotional material. The Center also retains the right to distribute promotional materials at any event held in the Center.

#### **Section 12. TICKET OFFICE**

- The Center shall reserve the right to retain twelve (12) seats per performance for any third party performance (defined as other than a performance of one of the Performing Arts Organizations) and four seats for any performance by one of the Performing Arts Organizations as house seats to be used at the Management's discretion, excluding sales purposes.
- The Center or User will not sell or distribute or permit to be sold or distributed, tickets in excess of seating capacity.

- Regardless of age, everyone (including infants) must have a ticket. Lap passes can be issued at the discretion of the User.

### **Section 13. DONATIONS**

No collections of donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of Management.

### **Section 14. ADVERTISING AND PROMOTION**

The User shall not distribute or circulate any advertising matter at the entrance to, or in or about the Center, except such advertising as may pertain to the immediate attraction for which the contract is granted.

All media advertisements must include:

- Ticket sales locations
- Ticket prices
- Time & date of performances

In any advertisement to appear in whatever form: posters, flyers, newspapers, etc., the Center and its facilities shall be identified as follows: Venice High Performing Arts Center. The User is required to sell all tickets at the prices advertised, and no deviation will be allowed unless approved in writing by the Management.

### **Section 15. SIGNS AND POSTERS**

The User shall not post or exhibit any signs, banners or other types of advertisements without prior permission of the Management. Venice Performing Arts Center will not assume responsibility for the safety of said materials.

### **Section 16. OBSTRUCTIONS**

No portions of the sidewalks, entries, halls, elevator or ways of access to public utilities of the premises shall be obstructed by the User. Any damage resulting on account of any abuse or of any misuse of any portion, facility or equipment, of whatsoever character, shall be paid for the User.

### **Section 17. PARKING**

The Center does not guarantee parking for its users or staff and patrons of the users. The granting of a contract to use the Center shall in no way obligate the Center to provide parking for the User. Trucks carrying equipment to be used by the User in the presentation of the event may be loaded, unloaded and parked at the exclusive direction of the Management. In the absence of permission to park at the loading door or in the back lot of the Venice Performing Arts Center, the User shall be responsible for finding suitable parking space elsewhere.

### **Section 18. LOST ARTICLES**

The Management of the Center has the sole right to collect and to have custody of articles left in the building by persons attending any event or exhibition. When lost articles can be readily identified to be the property of the User, Management shall not be responsible for incurring any costs for shipping said articles to the owner. Lost articles shall be retained by Management no longer than thirty (30) days.

**Section 19. FLAMMABLE MATERIALS**

No flammable materials such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations. Open flames in any area of the building are strictly prohibited, regardless of how they are fueled, unless approved by the Management. Permits are required from the Venice Fire Rescue District for any open flames.

**Section 20. STORAGE**

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Center, neither the Center, its officers, agents or employees shall be liable for any loss, damage or injury to such property.

**Section 21. BROADCASTING AND RECORDING**

No event may be photographed in the Center, nor may it be broadcast, videotaped, recorded or otherwise reproduced without the consent of the Management. The locations of cameras and video equipment are subject to approval of the Center Manager or his/her authorized representative.

**Section 22. MOTION PICTURE AND VIDEO PROJECTORS**

No motion picture or video projectors shall be allowed in the building without special permission from the Management.

**Section 23. SMOKING**

Smoking is not permitted in any area of the facility. The User shall be responsible for enforcing the no smoking regulation. Failure on the part of the User to enforce this regulation shall constitute a breach of contract and can, at the option of the Management, cause the termination of said contract as well as refusal of future use.

**Section 24. LOADING ENTRANCE**

All articles, exhibits, fixtures, materials, displays, etc., shall be brought into or out of the building only at such entrances as may be designed by the Management.

**Section 25. UTILITY CONNECTIONS**

Unless otherwise authorized by the Management, all electrical and other utility work required to be done on the premises in connection with the User's needs shall be furnished by the Center. The User shall pay the Center for time and materials.

**Section 26. STAGE ENTRANCE**

All performers and participants must use the back stage entrance at the Loading Dock at the south side of the hall. No other doors are to be used by performers or stage personnel nor will any doors be propped open. The Management shall determine if and when the doors are to be unlocked. The User may provide his/her own security service for the stage entrance.

**Section 27. USE OF SEATING AREAS AND PUBLIC RESTROOMS**

The Management has the authority to restrict the use of public restrooms and seating areas in the theater prior to performance, with the intent to avoid situations where it becomes necessary to re-clean a public access area after it has been made ready for a performance.



**Section 28. FOOD AND BEVERAGES**

No food or beverages will be consumed on the premises, by the Users, except as permitted in Section 10.

**Section 29. TAP SHOES**

Tap shoes may be worn on the stage only. Tap shoes must be removed at all other times.

**Section 30. SEATING CAPACITY**

Seating capacity of house will be enforced. For non-ticketed events, counters will be used at all entries.

**Section 31. OBJECTIONABLE PERSONS**

The Management reserves the right to eject from the premises any objectionable persons; and neither the Center nor any of its representatives shall be liable to the User for any damages that may be sustained by such action. The term “objectionable persons” shall include those persons who, by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of building policy or laws, make the proper conducting of business difficult or impossible.

**Section 32. FORBIDDEN ACTS**

The User will, not do, or permit to be done, anything in or upon any portion of the premises or bring anything therein which will in any way conflict with the conditions of any insurance policy upon the building. The User will not operate any engine or motor or machinery on the premises or use oils, burning fluids, kerosene or gasoline for mechanical or other purposes without the written consent of the Management.

**Section 33. COMPLIANCE WITH LAWS**

The User shall comply with all laws of the United States, the State of Florida, the City of Venice, and all rules and regulations established by authorized officials. The User will not suffer to be done anything on said premises in violation of any such laws, ordinances, rules or regulations.

**Section 34. LICENSES**

The User shall obtain all permits and licenses required by the laws, ordinances, rules and regulations needed for the engagement. The Management shall have the right to require the User to furnish satisfactory evidence that it has obtained all such licenses.

**Section 35. TRANSFERENCE OF CONTRACT**

The User may not transfer its engagement by sponsorship to a third party without the written approval of the Center. It will also be necessary for the User to obtain written consent from the Management before it passes its use of the facilities as contracted to a third party for another use.

**Section 36. MAXIMUM OCCUPANCY BACKSTAGE**

The Venice Performing Arts Center has an established maximum occupancy of \_\_\_\_ persons in the Center’s backstage areas. All events will be restricted to no more than the

aforementioned number of any rental day. The User will assume responsibility to limit access following performances to audiences, in order that the maximum may not be exceeded. [Note to reader—the blank will be filled in based on established fire code.]

**Section 37. SEATING FOR THE DISABLED**

The user shall in no way obstruct areas identified by the Management as reserved for the disabled.

**Seating 38. ADDITIONAL REGULATIONS**

The Center reserves the right to impose any additional rules or regulations, or to set special rental and use agreements, whether or not expressly provided herein, which may be necessary for the best interests of the Center. Such regulations shall be binding upon the User.

IN WITNESS WHEREOF, The parties have executed this Contract as of the date written opposite their respective signatures.

VENICE HIGH PERFORMING ARTS CENTER

USER

By: \_\_\_\_\_  
CENTER MANAGER

By: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_