

COMPLIANCE

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'S key staff and CENTER'S key staff will be held.
4. 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.
5. Sales of souvenirs, records, memorabilia 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.
6. 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.
7. 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.
8. Aisles shall be used only for passage to and from seats and shall be kept unobstructed at all times. All doorways and exits in public areas and backstage shall be kept clear.
9. Photographs, broadcasts, telecasts, video or audio tape recordings or films are at the discretion and enforcement of the LESSEE.
10. All technical stage work and use of CENTER equipment, rigging, storage areas, and dressing rooms are under direct supervision of the CENTER. Rentals needing use of sound and/or lights are required to use BCC 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.
11. 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.
12. 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/or displays in or on the building or grounds shall be subject to the supervision and approval of the CENTER.
13. 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.
14. Sales tax, if applicable to event, shall be the responsibility of the LESSEE.
15. 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.
16. LESSEE agrees to abide by the room capacities and operating hours as designated by CENTER.
17. LESSEE agrees to limit its participants' access ONLY to the designated rental area(s).
18. 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.
19. 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 cannot exceed 95 decibels at a point a third of the way back in the audience from the speakers. The CENTER will enforce this sound level requirement.
20. LESSEE's 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.
21. Adherence to CENTER reserved seat policy in the Auditorium is required.
22. The LESSEE is responsible for all fees and/or royalties, which may be required under copyright laws.
23. In signing this agreement, LESSEE acknowledges receipt of the Bartlesville Community Center's Facility Practices and Procedures document and agrees to adhere to the same.

Initial in box:

Updated 04/01/2021