

**EISSEY CAMPUS THEATRE  
PALM BEACH COMMUNITY COLLEGE**

***ENCLOSED IS YOUR CONTRACT FOR THE EISSEY CAMPUS THEATRE...  
PLEASE REVIEW IT CAREFULLY, INCLUDING THE SIX PAGE USAGE POLICY -  
ALL RULES AND REGULATIONS WILL BE STRICTLY ADHERED TO.***

***Your contract is due back on Dec 15, 2006. The signed contract MUST be returned with all applicable items listed below (deposit is due when stated). Contract will NOT be valid until all these items are received by the college. Please return contract AND applicable items to:***

Nancy Denholm, Eissey Campus Theatre  
Palm Beach Community College  
3160 PGA Blvd., Palm Beach Gardens, FL 33410

Contracting Organization/Corporations:

Lessee Representative:

Mailing Address:

Daytime Phone Number:

E-Mail Address:

**ITEMS TO BE INCLUDED WITH SIGNED CONTRACT:**

\_\_\_\_\_ **Certificate of general liability insurance, due 60 days prior to the event, listing the PBCC District Board of Trustees as additional insured. College requires one million dollars coverage. See page two of Usage Policy, or the attachment on insurance, for further details. THIS IS A MANDATORY REQUIREMENT - IT WILL NOT BE WAIVED.**

\_\_\_\_\_ Marketing Information form filled out completely (enclosed)

\_\_\_\_\_ Copy of IRS 501(c)(3) certificate to prove non-profit status, if applicable

\_\_\_\_\_ Presenters: A signed contract for event, if presenting an outside act, including all technical information agreed to through said contract.

\_\_\_\_\_ Actors Equity Productions: A copy of the signed agreement with Equity (if applicable).

\_\_\_\_\_ Certified check made out to Palm Beach Community College for:

**Deposit of \$ \_\_\_\_\_ due**

**NOTE:** Rental balance of \_\_\_\_\_ plus overtime, if applicable and actual labor costs will be due when billed, after the event. Additional charges, if any, per item #4 will be billed post event.

**Questions? Call Nancy Denholm, Theatre Manager at (561) 207-5905.**

PALM BEACH COMMUNITY COLLEGE  
EISSEY CAMPUS THEATRE  
FACILITY CONTRACT

This contract is made this day of \_\_\_\_\_ between the District Board of Trustees of Palm Beach Community College for the use of the Eissey Campus Theatre, Palm Beach Community College, Palm Beach Gardens, Florida, 33410. LESSOR, hereinafter referred to as the Trustees and

hereinafter referred to as the LESSEE. (Lessee certifies that the above is its true and legal title.) It is mutually agreed between the two parties as follows:

1. FACILITY USE: The Trustees agree to the use of the Eissey Campus Theatre, specified below, by the Lessee for the purposes of:

DATE(S)	TIME PERIOD
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For date(s) and times, specified above, the base rental fee is

\$

NOTE: Overtime, at rate stated on quote sheet, will be billed after the event if the event goes beyond seven hours in one day.

2. SERVICES PROVIDED: Under this contract the Eissey Campus Theatre will provide as part of the base rental fee: heating/cooling in compliance with federal energy guidelines; permanent electric light fixtures; water; house lighting and house sound system; use of piano; available dressing rooms; basic custodial and security services; and normal coordination services of the Technical Production Supervisor, Theatre Manager and House Manager including ushers.

Audience Liability Insurance: Base performance rental rate also includes the required audience liability insurance at \$250 for one performance. Additional performances in a day are \$250 each.

Due to individual differences in performance needs, additional charges for custodial overtime for cleaning, box office services, piano tuning, stage crew and any other rental related charges will be paid by the Lessee. See attached quote for estimation of additional charges if any.

3. **ADVANCE PAYMENTS:** The Lessee agrees to pay the College with the return of this signed agreement, no later than 10 working days from date of contract issue, a rental deposit of 50% of the total rental fee, or \$\_\_\_\_\_. The lessee agrees to make such a deposit by certified check made payable to Palm Beach Community College; no personal check will be accepted.

4. **FINAL PAYMENTS:** Complete rental fee charges, including all stage crew overtime maintenance or security or any other additional payments, will be due when billed.

5. **CANCELLATION BY LESSEE:** The Lessee shall have the right to cancel this agreement by giving Lessor written notice at least sixty (60) days prior to the event. Lessee and Lessor agree that it would be difficult to calculate the damages sustained in the event of such cancellation and accordingly agree that fifty percent (50%) of the contract rent shall be liquidated damages to be paid to or retained by the Lessor in the event of any cancellation. For any cancellation less than sixty (60) days from the scheduled event, liquidated damages shall be one hundred percent (100%) of the contract rental.

6. **CANCELLATION BY COLLEGE:** Should the College desire to cancel or be unable to perform this agreement and if notification is given in writing to the Lessee at least sixty (60) days prior to the date of event, the College shall return any rent payments, there shall be no recourse by the Lessee and both parties shall be relieved of any further obligation under this contract.

7. **LIMITATION OF LIABILITY:** Neither the Trustees nor Palm Beach Community College shall be liable for any uncontrollable event which prevents their performance of the obligations created hereby; including but not limited to:

A. an act of God, lightning, earthquake, fire, explosion, flood, hurricanes, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence:

B. the order and/or judgment of any Federal, state or local court, administrative agency or governmental body with jurisdiction;

C. the suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any permit, license, consent authorization or approval essential to the operation or maintenance of the Eissey Campus Theatre.

D. labor disputes, strikes, work slowdowns or work stoppages;

E. any substantial equipment or system failure which is not caused by the College; and

F. any similar event beyond control of the Eissey Campus Theatre or the College.

8. **REASONS FOR TERMINATION OF LEASE:** The College may terminate this agreement if Lessee fails to perform any of its obligations herein set forth or appears to the College to be: financially insecure, in violation of the law, in violation of general rules and policies of the College as set forth by its Board of Trustees and the regulations of the State Board of Education of Florida, or about to default under the terms of the agreement or the Usage Policy. Upon termination of the agreement for whatever reason, Lessee agrees to promptly remove, at Lessee's expense, all its property from the College premises within 24 hours and to forfeit all advance payments made to the College.

9. USAGE POLICY: LESSEE AGREES TO OBSERVE AND ABIDE BY THE USAGE POLICY, WHICH INCLUDES THE RULES AND REGULATIONS GOVERNING THE USE OF THE EISSEY CAMPUS THEATRE. A COPY OF SAID USAGE POLICY, PLUS RELATED ATTACHMENTS, IS APPENDED HERETO AND IS PART HEREOF. LESSEE ACKNOWLEDGES RECEIPT AND REVIEW OF THE USAGE POLICY.

10. ATTORNEY'S FEES AND COSTS RE LITIGATION: Lessee and Lessor agree that the prevailing party in any litigation, including appeals, arising out of this lease or the Usage Policy attached hereto shall recover reasonable attorney's fees and costs in addition to such damages as may be awarded.

11. NON-DISCRIMINATION: Lessee agrees that it shall not discriminate against any person because of race, color, religion, sex, national origin, veteran, marital or handicap status.

For Lessee:

For Theatre:

Organization:

District Board of Trustees  
Palm Beach Community College  
4200 Congress Ave.  
Lake Worth, FL 33461

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Richard A. Becker  
Vice President of Administration  
and Business Services

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number \_\_\_\_\_