



Schenectady Light Opera Company

P.O. Box 1006 Schenectady NY 12301

Phone: 877-350-7378

Sloctheater.org

Facility Use Agreement

Schenectady Light Opera Company's Performing Arts Center (PAC) is available for rent between 7:00am and 11:00pm.

As a tax-exempt 501(c)(3) organization, Schenectady Light Opera Company does not rent its facilities for functions or events related to a political candidate seeking office or a specific political position or platform.

Liability insurance is required for facility use.

SLOC FACILITIES ARE RENTED "AS IS"

Ongoing Work at the Performing Arts Center (PAC) as well as other SLOC activities may limit clients' usage of the SLOC to specific areas only, as stated in the rental contract. Areas currently available for rent include:

Theater (accommodates up to 235) **\$250 per day or any part thereof**

Cabaret Room (accommodates up to 80) **\$100 per day or any part thereof**

Conference & Rehearsal Rooms (6 rooms with accommodations from 8-30) **variable**

Kitchen (located on 1st floor of Education Bldg. adjoining Cabaret Room) **\$100/day**

Courtyard Garden **variable**

SECTION ONE: Facility User Information

Contact name:

Name of organization:

Is the organization a 501(c)(3) organization? Yes No

Mailing address:

City:

State:

Zip:

Preferred phone:

Alternate phone:

Fax:

E-Mail:

SECTION TWO: Event Information

Event title:

Event date:

Alternate event date:

Estimated attendance:

Facility requested: Theater Cabaret Room

Conference/Rehearsal Rooms Courtyard

Brief description of the event:

Event parameters (select all that apply)

- Community meeting Performance Workshop Training Banquet/Dinner
 Fundraiser Rehearsal Other (please describe)

Will you be charging an entry or event fee? Yes No

Event needs (please check either "Yes" or "No")

- Will a sound system be needed?
Will a lighting system be needed?
Will chairs be needed? If yes, enter the number of chairs requested:
Will tables be needed? If yes, enter the number of tables requested:
Will food be served?
Will alcohol be served? (Licensed caterer or bartender is required).

SECTION THREE: Event Set-Up and Break-Down

Event Set-Up Time Begin: End: Hours:
Event Time Begin: End: Hours:
Event Break-Down Time Begin: End: Hours:
Total Usage Hours:

Additional Fees May Apply

- Event clean-up fee (for theater and restrooms): \$125
SLOC House Manager: \$100 per day (or any portion thereof)
Sound and lighting technicians \$ 50 per hour
Temporary staffing; event set-up Fee varies depending on need

SECTION FOUR: Indemnification Agreement

Indemnification

Facility User shall indemnify, defend and save harmless Schenectady Light Opera Company, Inc. from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation's expenses, which may be brought or made against or incurred by Schenectady Light Opera Company, Inc. on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in any part, by reasons of any alleged act, omission, professional effort fault, mistake or negligence of Facility User, their employees, members, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, arising out of worker's compensation claims of employees/members of Facility User and/or their subcontractors or claims under similar laws or obligations. Facility User's obligation under this section shall not extend to any liability caused by the sole negligence of the Schenectady Light Opera Company, Inc., or their agents, officials and employees.

I/We have read and understand the Facilities Use Agreement of the Schenectady Light Opera Company, Inc.
I/We further understand that as the Facility User, it is my/our responsibility to ensure that the policy is followed

to the fullest extent. I hereby certify that I have been in contact with our insurance company and they have assured me that we have liability coverage for this event.

Name (please print): _____ Title: _____

Signature: _____ Date: _____

SECTION FIVE: Facility Use Requirements

- 1) Smoking is not permitted in any part of the SLOC's Performance Arts Center. **ALCOHOLIC BEVERAGES:** Liquor may not be sold. Only a licensed catering or bartending company may serve alcohol, but not sell alcohol as part of the event. The catering and/or bartending company serving the alcohol **MUST ALSO HAVE LIABILITY INSURANCE COVERAGE IN AN AMOUNT NOT LESS THAN ONE MILLION DOLLARS (1,000,000.00) PER OCCURENCE** provided with their regular vendor insurance listing Schenectady Light Opera Company, Inc. as additional insured. **NO PERSONAL ALCOHOL IS ALLOWED.** SLOC's Performance Arts Center facilities may not be used for events or functions that may conflict with the interest or mission of the Schenectady Light Opera Company, Inc. Resolutions of conflicts are at the discretion of the Schenectady Light Opera Company's Executive Director, the Chair of Facilities or the President of the Board of Directors.
- 2) Depending on programming, the premises will not be available before Use Date and must be vacated promptly by the time specified for any particular Use Date.
- 3) **Space Is Not Guaranteed Until Confirmation is Received by Facility User.** Upon approval of the facility use request by the Schenectady Light Opera Company, Inc. an invoice for the total balance due will be mailed to the contact person. Your event will be canceled if the Schenectady Light Opera Company, Inc. does not receive the following requirements three weeks prior to your event: Balance due of use fees, a copy of your certificate of insurance or special event insurance (**Required for private/commercial rentals**).
- 4) **EVENT SET UP AND BREAKDOWN:** The Facility User is responsible for their own event set up and break down. The facility **must** be left in the condition it was rented. **Any damage the Facility User will be billed.** The Schenectady Light Opera Company, Inc shall not be liable for any loss or damage to items left at the facilities. For an additional fee the Schenectady Light Opera Company, Inc. can arrange for temporary staff service to assist with event set up requests.
- 5) **DECORATIONS:** No physical alternations may be made to any Schenectady Light Opera Company, Inc. property. No tape, putty or spray adhesive, no nails may be applied to any walls without permission of the Chair of Facilities or the Executive Director. The Schenectady Light Opera Company, Inc. does not provide any storage. Any SLOC Performance Arts Center's tables made available pursuant to this agreement may only be utilized for catering, registration, dining purposes, and are not available for vendor booth or setting heavy equipment upon.
- 6) **FOOD SERVICE:** Arrangements for food service are the sole responsibility of the Facility User and are not included in the rental charge. SLOC's Performance Arts Center catering facilities are limited and are for setup and serving only. All cooking must be done off-site or in a catering truck. Once caterer is selected, Facility User must advise the SLOC's Performance Arts Center of caterer with contact names and phone numbers.
- 7) **INSURANCE AND LIABILITY OR SPECIAL EVENT INSURANCE:** The Facility User must have the liability insurance in place prior to the event. Insurance must provide a minimum of \$1,000,000 per incident of general liability coverage for the Facility User. In addition Facility User must obtain a certificate of insurance naming the "Schenectady Light Opera Company, Inc." and "SLOC's Performing Arts Center" as additionally insured. In the event the Facility User does not have the general liability insurance in place, they may obtain special event insurance providing \$1,000,000 of coverage for Facility User, "Schenectady Light Opera Company, Inc." and "SLOC's Performing Arts Center" as additionally insured. Facility User will not be allowed to hold an event in the Schenectady Light Opera Company's Performing Arts Center without the required certificate of insurance.

The Schenectady Light Opera Company, Inc. will not be liable to the Facility User, its guests, agents, performers or employees for any personal property. Additionally, it is the sole responsibility of the Facility User to follow all applicable local, state, and federal safety rules and regulations and to maintain safe conditions for workers, activity patrons, guests, and the public. **At the Schenectady Light Opera Company, Inc. sole and absolute discretion may elect to waive and/or modify the liability insurance requirements must be in writing as specifically incorporated in this agreement under the special conditions as specified above.**

8) SECURITY: The Facility User is responsible for providing for the safety and security of all their staff and guests. If desired or required the Facility User may arrange for off duty police or private security for their event to maintain the necessary degree of safety and protection during the event. Only bonded private security will be allowed. Facility User will be required to provide written proof that the Private Security intended to be used is sufficiently bonded within ten days of the event. The Facility User is responsible for adhering to event capacity. Violating event capacity restrictions will result in shutdown of event by the Chair of Facilities or the Executive Director.

9) AUDIO & LIGHTING: Except as specifically authorized in this agreement, Facility User DOES NOT have access to Performing Arts Center sound and lighting systems, other than for the provision of basic house lighting. Any access to sound and lighting systems will require operation by SLOC's Performing Arts Center technicians (additional fees may apply). Facility User or their designee may utilize their own sound and lighting equipment, if it is appropriate for standard 120 V outlets and provided that such equipment is specifically identified in this agreement. Equipment must be placed on protective mat or carpeting provided by the Facility User or their designee. No equipment may be placed directly upon the Performing Arts Center carpeting or wood floors.

10) HOUSE MANAGER: The SLOC's Performing Arts Center, at its sole discretion, may require the Facility User to retain the services of a House Manager to oversee the event, including rehearsals, set up, actual event and breakdown. Additional fees apply.

11) ADVERTISEMENTS: Any advertising or promotion by the Facility User relating to use of the SLOC's Performing Arts Center facilities, such as newspaper releases, posters, tickets, handbills or any internet based or digital promotion, must clearly and conspicuously indicate the Facility User as the sponsor of the event and provide a name and telephone number as contact information.

In the circumstance that any facility fees are waived, Schenectady Light Opera Company, Inc., at its sole discretion, may require that "Schenectady Light Opera Company" or a business/corporation providing financial support to the Performing Arts Center be designated as "a sponsor," "host" or "underwriter" of the event. Wording and placement shall be specified by Schenectady Light Opera Company. Schenectady Light Opera Company may require review of draft marketing materials.

12) PARKING: There are parking spaces adjoining the Theater Annex building along Franklin Street and in the lot off Liberty Street. These spaces are not available to the Facility User prior to the event and may only be used during the event hours listed in the agreement. There are several public parking lots surrounding the Performing Arts Center. Facility User is responsible for ensuring any guest utilizing public parking adhere to parking requirements.

13) CANCELLATION

If, for any reason, Facility User, cancels the event:

Two weeks or more prior to the event: 50% of all fees specified in this agreement are immediately due and payable.

Two weeks or less prior to the event: 100% of all fees specified in this agreement are immediately due and payable.

If, for any reason, Schenectady Light Opera Company, Inc. cancels the event, such as in the case of fire or other damage to the facility, 100% of all fees specified in this agreement, and paid by Facility User, shall be refunded to Facility User.

14) CONFIRMATION & SIGNATURE

Please confirm the following, and then sign the agreement below.

- | Yes | No | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Did you read and fully understand the agreement as written. |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you agree to comply with all terms and conditions in the agreement? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you understand that you are responsible for ensuring all event participants/guests comply with the Facility Use Requirements? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you have the necessary insurance coverage, as specified in section 5 of this agreement? |

I have read and responded to all of the questions asked above in complete honesty, and agree to abide by all terms and conditions set forth in this agreement. I am authorized to enter into this agreement by the Facility User and bind the Facility User to the above terms and conditions.

Name (please print): _____ Title: _____

Signature: _____ Date: _____