

**BRITT PERFORMANCE GARDEN RENTAL AGREEMENT rev 5.23.14**

Rental agreement made on \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Renter") and Britt Music & Arts Festival (hereinafter referred to as "Britt"), for use of the Performance Garden Event Area located in Britt Park, Jacksonville, Oregon.

Load In Date: \_\_\_\_\_ Load In Time: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Anticipated Hours/Time of Use: \_\_\_\_\_

Rent: \_\_\_\_\_ Number of Attendees (venue capacity: 250): \_\_\_\_\_

Alcohol to be served at this event?: \_\_\_\_\_ Pricing (if applicable): \_\_\_\_\_

**Rental Rates and Terms:**

Britt shall provide the following as part of this rental agreement: One Britt staff venue manager (who shall be responsible for opening/closing gates, running venue lights, and running stage lights if installed/available), restrooms, dressing room, and parking in the First & Pine Street lot. Performance Garden outdoor furniture is also included in your rental (for a complete list of furniture please check with staff). Rental is for an 8 (eight) hour period.

Add-ons: Additional rental time past eight hours shall be billed at \$50 per hour for staff/venue. A stage sound system is also available for an additional fee of \$300. Venue sound and lighting systems to be run by Britt venue manager only, unless otherwise approved.

**Standard Rental Rate: \$1,500**

**Member (Clef Club and above) and Business Partner Rate: \$900**

**Non-Profit Rates 501(c)3:**

Jacksonville, OR non-profit organizations will be charged only for reimbursement of Britt expenses, at a rate of **\$25 an hour** (example: 4 hours x \$25 = \$100 fee).

All other non-profit organizations will be charged a rental rate based on their annual budgets as follows:

1. Under \$100,000: Base rate of **\$250**
2. Between \$100,000 - \$500,000: Base rate of **\$400**
3. Over \$500,000: Base rate of **\$550**

Note: Add-on fees as described above, if needed, will apply to all rental rates.

Rental fees are due as follows: \$500.00 or 50% of deposit (whichever is lesser amount), plus security deposit are due at time of date hold, with balance due 10 (ten) business days prior to scheduled event.

Facility Care: Renter agrees to be responsible for the care and condition of the rental area during the occupancy and to return the area to Britt in the same condition as the beginning of the rental period.

Janitorial: Basic janitorial service to be provided at no additional charge (included in rental fee) for events with less than 100 attendees (minimal clean-up of grounds/stage, garbage cans, etc.). For events with 100 or more attendees, Britt will charge an additional \$75 janitorial fee.

Security Deposit: A security deposit of \$250.00 is due in full with initial rental deposit. Security deposit shall be refunded after the event, provided the facility and park are back to the same condition as when Renter arrived. If additional cleaning is required by Britt, Britt may, at its discretion, return either none of said deposit or a pro-rated portion.

Alcohol: **No hard alcohol shall be served or consumed at any time on the Britt premises.**

*During the Britt Season*, any beer or wine to be served at events must be purchased from Britt's concessionaire. Alcohol costs to be agreed upon between Renter and Britt's concessionaire in a separate agreement.

*During Britt's off-Season*, Renter may choose to contract with an outside beer and wine vendor. If alcohol is served or otherwise available, Renter must obtain the appropriate OLCC permit and follow OLCC guidelines. Any alcohol servers/providers must be licensed, bonded and insured. \*\*See below for off-Season alcohol insurance requirements.

**Insurance:** The Renter will, at its own expense, provide public general liability and property damage insurance issued by an insurance company authorized to do business in the State of Oregon. Said insurance company, form, and policy must be satisfactory to Britt. General Liability Limits shall be no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

**Note: Proof of Insurance and additional insured (including copy of endorsement) is required prior to announcement of any event.**

Liquor Liability Insurance (if applicable): During Britt's off-Season, if alcohol is to be consumed, provided or served at the event during the rental period, Renter and external concessionaire (if any) must both furnish, at their own expense, satisfactory evidence of liquor liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence. This insurance is in addition to other required insurance coverage listed above.

The insurance policy or policies shall name Britt Music & Arts Festival, it's President & CEO, Directors, Employees and Volunteers as additional insured on said policy. The Renter shall furnish the certificates of insurance including a copy of the endorsement to Britt no later than thirty (30) business days prior to event and as noted above prior to announcement of event.

**Additional Terms and Conditions:**

**SECURITY:** Security staff shall be required if a public event is expected to exceed 100 persons in capacity. Renter agrees to use CYA Security for the security staffing vendor. Generally, for private events security shall not be required. However, Britt reserves the right to require event security on all events. Staffing levels and security schedule to be communicated with and approved by Britt no less than ten (10) days prior to the event date.

**VENUE MODIFICATION / ATTACHMENT:** Renter shall not attach any nails, screws, staples, or the like to any surfaces on stage or in venue/park. No set pieces, lighting/sound equipment, or anything else shall be affixed to or hung from the stage or other structures without the express written approval of venue management.

**DAMAGES:** If any portion of the venue/park is damaged by the act, default, or negligence of Renter, or any of Renter's employees, agents, contractors, patrons, volunteers, or persons associated with or in attendance at the event/park by Renter, Renter shall pay Britt upon demand a sum deemed necessary by Britt to restore the facility to its original state.

**FIRE HAZARD:** The Britt Park is located in a fire sensitive woodland interface. No smoking, open flame, or stage pyrotechnics are permitted in the venue or park.

**NEIGHBORHOOD, CURFEW, dB LIMIT:** Renter understands that the Britt Performance Garden is located in a residential area. Amplified concerts or music playback shall end by 10pm. Renter also agrees to comply with venue manager's direction in terms of stage volume or concert volume. Non-compliance with venue dB limit may be subject to a fine of up to \$2,500. It is understood and agreed that everything possible shall be done to minimize the impact of events on the neighborhood (including trash, noise, parking, etc.). Thank you.

**FOOD PROVIDERS:** Any food servers/providers must be licensed, bonded and insured.

**VENUE BILLING:** In all advertising or other communications, the proper billing for the venue is:  
**BRITT PERFORMANCE GARDEN.**

**PUBLIC TICKETED CONCERTS:** Renter will not produce, offer or sell tickets to performances. Use of the Britt Performance Garden is restricted to non-commercial events, private parties and pre-approved non-profit fundraisers.

PAVILION: The Britt Pavilion is not included in this rental unless covered under a special separate agreement.

ANIMALS: The only animals allowed to be brought into the venue and park are service animals.

REFUNDS: Rental fees are non-refundable. No refunds will be given due to rain, thunderstorm or any other acts of God.

REFUSAL TO RENT: Britt Music & Arts Festival may, at the discretion of its CEO, refuse to rent the venue to any person or organization.

CANCELLATION: Britt Music & Arts Festival may cancel this contract without liability if a bonafide mainstage production is scheduled in such a way to preclude this event from occurring or if required due to act of god, governmental action, civil disruption or other similar conditions.

ARBITRATION: Any dispute arising under this Agreement will be subject to non-binding arbitration by a single arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by, construed and interpreted in accordance with the laws of the State of Oregon. The non-binding arbitration shall be held in Jackson County, Oregon. The cost of the arbitration shall be equally shared by both parties. The arbitrator's Judgment shall not be entered as evidence in any Court of competent jurisdiction by either party.

LIABILITY: Renter shall save, defend, indemnify and hold harmless Britt, its officers, agents, employees, volunteers, and boards from any and all cost, expenses, damages, claims, or liabilities of whatever nature resulting from or arising out of activities of the Renter or its employees, contractors, agents, patrons, and volunteers under this agreement.

Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership or joint venture, nor make Britt liable in whole or in part for any obligation that may be incurred by Renter in Renter's carrying out any of the provisions, hereof or otherwise. The person Executing this agreement on Renter's behalf warrants his/her authority to do so, and such person hereby personally assumes liability for the rental payment and other financial or other liabilities as outlined herein. This Agreement constitutes the sole, complete and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification to this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

**\*\*\*Britt Venue Scheduling Confirmed - Mike Sturgill initials \_\_\_\_\_\*\*\***

**RENTER HAS READ THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS HEREIN.**

**Renter's Name (please print)** \_\_\_\_\_

\_\_\_\_\_

Authorized Signatory of Renter

Date

\_\_\_\_\_

Donna Briggs, President & CEO, for Britt Music & Arts

Festival

Date