



Rental Agreement for BOXSPOT Amphitheater

RENTER INFORMATION

Responsible Party's Name _____

Organization: _____

Phone Number: _____ Email Address: _____

Address: _____

City: _____ State: _____ Zip: _____

EVENT INFORMATION

Type of Event: _____

Preferred Date: _____ Alternate Date: _____

Start Time: _____ End Time _____ (Please include time for set up and cleanup)

Description of Event:

Is this event Free? Yes No Is this event open to the public? Yes No

FEES (Internal Use Only)

Total Rental Fee: _____

50% Deposit: _____ Due Date: _____ Security Deposit: \$100 Due Date: _____

Final Payment: _____ Due Date: _____ Date Paid: _____ Staff initials _____

TERMS AND CONDITIONS

This RENTAL AGREEMENT of BOXSPOT is made as of _____ (insert date), by and between the Burten, Bell, Carr Development, Inc. (BBC), the OWNER and the RENTER (detailed on page 1). Both parties agree to the following terms:

Article 1. Time for Acceptance of Agreement

The rental of BOXSPOT will be officially reserved when signed contract and deposits are received by OWNER. Acceptance by OWNER of this agreement depends upon the OWNER's assessment of proposed event activities. The agreement consists of both the contract and these general terms and conditions.

Article 2. Rental Fees

The rental fees for the space are as follows:

- Usage of the stage, lighting and seating area is \$50 per hour, minimum of three hours.
- Usage of sound equipment is \$150 per hour and can only be operated by BBC or WOVU staff, a minimum of three hours.
- Parking Spaces. Owner agrees that Renter has the right to use any of the parking spaces located in the center and back of the parking lot only. Parking spaces belonging to tenants are off limits.

Article 3. Payment

- A fifty (50) percent deposit and \$100 refundable security deposit is required upon submission of this agreement.
- Security deposits will be refunded within ten business days only if all property is undamaged and cleaned after the rental period.
- Final payments shall be due forty-eight (48) hours prior to the event.
- There will be a fee of \$35.00 per returned check. All checks should be made out to **Burten, Bell, Carr Development, Inc.**
- There will be an additional \$2 processing fee for utilizing digital payment methods such as Square or PayPal.

Article 4. Renter Requirements

- RENTER must provide a copy of a valid driver's license or photo identification.
- RENTER must provide an active phone number, postal address, and a valid email address.
- All events shall be hosted in a professional, courteous, workmanlike manner using quality equipment and materials, all of which must be maintained and operated with the highest standards.
- All event marketing materials must be submitted to and approved by OWNER before distributed.
- RENTER will take all personal equipment off the premises at the conclusion of each event. OWNER will not be responsible for any items left on premises.
- Weapons and illegal substances are not allowed on the premises. An alcohol permit issued by the State of Ohio must be provided to OWNER within 48hrs of the event for alcohol to be allowed on the premises.
- RENTER will be responsible for operating all equipment in a safe and prudent manner to prevent any injury or damages to persons or property.
- RENTER will be responsible for all persons attending event including uninvited guests.

- RENTER is responsible for any property damage caused by RENTER and/or any persons under the supervision or direction of RENTER. This includes all guests of the event.
- Any property that has been damaged by the RENTER, or any persons invited or uninvited by the RENTER, or under the supervision or direction of RENTER, shall be fully restored solely by RENTER at their own expense. in coordination with the OWNER, and within a reasonable timeframe not to exceed 90 days.
- Any licenses or permits that may be required to perform any of the work or to provide any required equipment shall be obtained by, maintained by and at the sole responsibility and expense of RENTER. Evidence of any required licenses or permits shall be provided to OWNER upon request. Any fines or penalties levied by any governmental entity for conduct by RENTER in connection with the work contemplated by this agreement shall be paid solely by RENTER.

Article 5. Cancellation Policy

Cancellations by the RENTER 48 hours or more from date of event receive 100% refund of all deposits and fees prepaid. Cancellations 47 hours or less from Date of scheduled Event will incur a \$50.00 Processing Fee, deducted from the security deposit.

Article 6. Liability

RENTER shall indemnify, hold harmless and defend OWNER, its agents and employees against all claims, damages, losses, expenses, judgments or punitive awards, including attorney fees, which may be sustained or incurred on account of injury or death to person(s) or damage to or destruction of property resulting from any action taken place during the rental period hereunder, provided that such injury, death, damage, or destruction is not caused by the sole negligence of OWNER, its agents, or employees.

Signatures

By signing this Rental Agreement, OWNER and RENTER, agree to abide by all terms specified in articles one through six.

RENTER

Signature: _____

Printed Name: _____

Date: _____

OWNER- Burten, Bell, Carr Development, Inc.

Signature: _____

Printed Name: _____

Date: _____