



MEMORIAL CITY HALL
PERFORMANCE CENTER

Memorial City Hall Performance Center
110 East Houston St. Marshall, TX 75670
www.memorialcityhall.com

Building Use Agreement (Rental Contract) Highlights

- A deposit of 25% of estimated total is required when you receive the final copy of your rental contract. The deposit becomes nonrefundable six (6) months prior to the event.
- No later than 30 days prior to the start of your event, you must provide Memorial City Hall staff a certificate of insurance attesting to the existence of a policy or policies providing coverage described in this contract.
- No later than 30 days prior to the event date specified in your contract, you must provide a detailed, written outline of all event requirements, including lighting, stage, sound, tables, chairs, music stands, catering and any other information that may be required by MCH staff concerning each event covered by this contract.
- 30 days prior to your event date, payment for the estimated cost of building use and all services incurred during your use of the Memorial City Hall will be required.
- In addition to rent, fees that may be required for your particular event include, but are not limited to, Technical Director after hours, all other technical staff hours, House Manager after hours, Box Office staff after hours, custodial needs outside regular cleaning schedule, security, third-party stage crew, and catering.
- A \$250 cleaning/damage deposit is required in the form of a check. This will be returned to you after Staff checks the facility after the event.
- Your event must utilize Memorial City Hall security services and personnel, if security is required.
- All tickets for performances in Memorial City Hall must be sold through the MCH box office by Memorial City Hall personnel and will include the standard service fee(s).
- All arrangements for comp tickets must be completely finalized with the Box Office Manager at least ten (10) full business days before your event.
- Student and other deep-discount tickets must be advertised as "cash only."
- In all media (advertisements, news releases, stories, articles, and performance program), refer to the venue as "Memorial City Hall."
- You must designate one person who will serve as your group's only point person/contact to the MCH staff.
- All meetings with Memorial City Hall staff should be by appointment.
- Your rental contract only entitles you and members of your group to use of the areas, facilities, services, and/or equipment specifically described for the length of time described.
- The use of glitter in decorations or stage sets is prohibited in the auditorium or on the stage at MCH. Your cleaning/damage deposit of \$250 will not be returned if glitter removal is required as a result of your event. The same amount will be charged for cleanup required as a result of silly string, confetti or the like.
- Absolutely no paint or spray foam may be used on the stage or any other areas.





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Building Use Agreement

Call MCH Manager, 903-934-7992, for your individual contract needs

It is your job to totally plan and produce your event. It is our job to help you use the Memorial City Hall facility in a professional manner. This agreement contains a considerable amount of information necessary for each of us to do our jobs well. Please take the time to read it and ask questions early so your event rental experience here will be the best it can be!

This Agreement is made between _____ (hereinafter known as Lessee) and **Memorial City Hall** (hereinafter known as Lessor).

Licensed Space: Lessor grants to Lessee the use of that portion of the Performance Center set forth herein, subject to the terms and conditions of the Agreement, for the purpose of activities in conjunction with _____.

The spaces that Lessee is available to rent consist of the following areas: MCH AUDITORIUM and 3rd FLOOR GREAT ROOM. **This Agreement does not entitle Lessee or the Lessee’s servants, employees, agents, or invitees to occupy, enter or use any area, facility, service, or equipment not specifically described herein.**

Use Date:

Rented areas:

Event date(s) and time(s):

Ticket prices and fees: \$ _____ plus a \$5 service fee charged to patrons for tickets sold through the MCH Box Office. Lessee will be charged \$0.25 for each ticket printed.

Payment arrangement (check or debit from proceeds): MCH to issue check after both parties sign Box Office Settlement Sheet. Check will take 3-4 weeks.



Basic Use Package Description is an integral part of this agreement.

The Lessee may use the facility for up to fourteen (14) hours each day. Normal hours of access are 8:00 a.m. to 5:00 p.m. Monday through Friday, with extended access until 11:00 p.m. Saturday access is from 9:00 a.m. to 11:00 p.m. Additional time before 9:00 a.m. and beyond 11:00 p.m. Monday through Saturday will be billed at \$100/hour. This is to ensure that each rental day schedule has a ten (10) hour break between the departure on one day and the arrival on the following day. Additional technical fees will be charged for extended hours. Sunday access is from 1:00 to 11:00 p.m. Memorial City Hall is not available for rental on City of Marshall holidays.

Fee Terms: Lessee agrees to pay to Lessor \$_____ facility use fee per event day and \$_____ for other use days for Lessee's use of the spaces described above for the purposes specified above.

Lessor is a 501(c)3, tax-exempt organization. Lessee agrees to present the Lessor documentation of its tax-exempt status, or to pay any and all taxes they may incur related to the rental and use of the facility.

A deposit of \$_____ (25% of estimated total) is required for confirmation of event. The deposit becomes nonrefundable six (6) months prior to the event. Payment for the estimated cost of building use and all services incurred during your use of Memorial City Hall will be required two weeks prior to event date. An estimate of the charges will be provided after your consultation with the MCH staff. Access to building will be given only if rental and estimated fees have been paid in full. The balance of any expenses beyond the estimated expenses is due within 30 days of invoice.

Other fees: Fees that may be required for your particular event include, but are not limited to, Technical Director after hours, all other technical staff time, House Manager, Box Office staff after hours, custodial outside regular cleaning schedule, security, third-party stage crew, and catering. For an event that requires MCH staff to be on site through meal times, Lessee will be expected to reimburse for meals for all members of that staff.

Cancellation by Lessee: Should Lessee cancel the event covered under this agreement for any reason, all deposits shall be forfeited and applied to fees due to Lessor, not as a penalty but in liquidation of damages other than reimbursable expenses incurred by Lessor in connection with the event covered by this Agreement. Lessee also agrees to pay any reimbursable expenses incurred by Lessor in connection with the event covered by the agreement. In the event of a cancellation for an event that has had tickets sold, the Lessee will be invoiced for ticket stock and for any ticket service fees refunded to patrons.

Cancellation by Lessor: Contracted reservations are not subject to cancellation except in the event of Lessee's failure to comply with the terms of this Agreement.

Occupancy Capacity: Lessee shall not admit to said premises a larger number of people than the premises will accommodate or that can safely and freely move about in said areas. Maximum attendance for the auditorium is 552. Maximum attendance for the 3rd Floor Great Room is 100.

Admissions: Lessee agrees to take reservations for the event in advance, the number of reservations not to exceed the occupancy of the facility.



Special Conditions: In signing this Agreement, the representatives of Lessee warrant that no portion of the activities taking place in Memorial City Hall will be sold, advertised or reported as being a fund-raising or benefit activity unless approved in advance by the MCH management. No ticket entitling a person to admission to the listed event may carry a price higher than the price to the general public. Intent to circumvent this provision shall be grounds for the cancellation of this Agreement and forfeiture of deposit.

Insurance: Lessee agrees to purchase, provide and keep in effect during the term of this Agreement an insurance policy, or rider to its existing policy, with Lessor and its servants, officers, employees, agents and invitees named as additional insured, which will provide coverage in the amount of \$1,000,000.00/occurrence general liability insurance, with \$2,000,000.00 aggregate coverage. Automobile liability of \$1,000,000.00 combined single limit each accident insuring the Lessee's contractual liability under this Agreement. Worker's compensation and employer's liability, \$1,000,000.00 for employer's liability, worker's comp statutory limits. Such insurance shall be with an insurance company or companies and under policy or said policies acceptable to Lessor. Lessee agrees to have provided Lessor a certificate of insurance attesting the existence of a policy or policies providing coverage described in this paragraph. All certificates of insurance shall be delivered to the Memorial City Hall manager no later than one month prior to the start of this Event.

Liens: Lessor shall have the first lien against receipts of Lessee upon the premises of Lessor for all unpaid Use Fees, Equipment and Personnel fees, and such other charges due for the event covered by this Agreement. Lessor is empowered to withhold from receipts all such items, and if such funds are not available at the conclusion of the event, to impound licensee property.

Concessions: Lessor reserves the sole and exclusive right to sell on, in, or about the premises covered by this Agreement any soft drinks, food, souvenirs, or other merchandise of any sort, or Lessor may lease all concession rights to any party or parties designated by Lessor, and no free samples of any merchandise whatsoever shall be given away by Lessee without the written consent of Lessor. If Lessee sells concessions, then MCH will receive 10% of gross sales.

The Lessor agrees that Lessee or Lessee's designee shall have the sole and exclusive right to sell all non-food and non-beverage items including, but not limited to, souvenirs, books, phonograph recordings, wearing apparel, posters, stickers, programs, and other items of merchandise, at or about the venue on the day of Lessee's event and prior to, during and after each event, whether or not such items bear Lessee's name and/or likeness. All proceeds from the sale of merchandise, net of tax, will be divided as follows: 75% to Lessee, 25% to Lessor. Lessee will bear full responsibility for reporting and payment of any taxes.

Memorial City Hall's internet connections are not intended for credit card transactions and any PCI compliance is the responsibility of the merchandiser. MCH will not be held liable for any credit card theft or fraud from merchandise transactions conducted through our network. We encourage any merchandise transaction involving credit cards to be done using network or internet infrastructure maintained by the merchandiser.

Copyrights: Lessee agrees to obtain all necessary performance rights (and pay all related costs, including royalty or performing rights fees for its use or performance of music, including encores, and any other material, whether performed by live artists or reproduced from recorded sources, in conjunction with the event covered by this Agreement. Lessee agrees to provide written proof of its performance or music license



coverage and, further agrees to indemnify, defend and hold harmless Lessor, its officers, or employees from and against any and all claims, demands, or suits that may be made or brought against them with respect to Lessee's use or performance of any music artistic material performed under this Agreement for which such rights were not obtained, unless caused by the wrongful and/or negligent acts of Lessor.

Broadcast and Recording Rights: Lessor reserves all rights and privileges for radio and television broadcasts, whether live or transcribed for delayed transmission, and all visual or audio recordings originating from Memorial City Hall. Arrangements for the audio or video recording of any event in Memorial City Hall can be made only when accompanied by appropriate copyright release information. Recordings made by the management of Memorial City Hall will be released to the Lessee only when written verification of applicable copyright approvals has been received by the Lessor. Further, photographs and recordings of any kind will be allowed only when all parties have signed the appropriate release forms.

Marketing: Lessee is solely responsible for marketing the event. Use of the venue name, likeness, or logo in advertisements or promotional materials shall be subject to prior review by MCH.

Damages: Lessee is expected to participate in a pre- and post-event walk through the building with the Technical Director. Lessee agrees to pay whatever expenses are required to restore the stage, auditorium, and stage equipment to the same condition as when Lessee entered the facilities, including but not limited to any needed surface cleaning or repair, ordinary wear and tear excepted.

The use of glitter in decorations or stage sets is prohibited in Memorial City Hall. A cleaning fee of \$250 will be assessed if glitter removal is required as a result of your event. The same amount will be charged for cleanup required as a result of silly string, confetti or the like.

Absolutely no paint or spray foam may be used on the stage. Repairs required as a result of licensee's (or licensee's representative's) using paint, spray foam or the like on the stage will be charged to the licensee.

No holes may be drilled, cored or punched in the building. Painting is prohibited anywhere on premises. In an instance where there is risk of damage to carpeting, a protective coating must be used. Lessee is responsible for the repair or replacement of any damage or disfiguration to the facility.

Liability: Lessor shall, to the extent authorized under the Constitution and laws of the State of Texas, hold Lessee harmless from liability resulting from Lessor acts or omissions within the terms of this Agreement, provided, however, Lessor shall not hold Lessee harmless from any claims, demand, or causes of action arising in favor of any person or entity, growing out of, incidental to, or resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Lessee, its officers, agents, representatives, or employees, or any person or entity not subject to Lessor supervision or control.

Lessee agrees to protect, defend, indemnify, and hold harmless Lessor from any and all claims, demands, and causes of action on account of any loss, damage, or injury (including death) to people or property arising directly or indirectly from, or in connection with, the use of the licensed premises herein provided, and caused by the intentional act or acts or the negligent acts or omissions of Lessee or its agents, servants, employees, or invitees, ordinary wear and tear to the leased premises excepted.



Acts of God: Memorial City Hall is not responsible for any loss or damage due to an equipment failure that may result from an act of God. Should the management be unable to complete fulfillment of the terms of this agreement as a result of an act of God, charges will be payable up to the time of the loss, damage or failure. Lessee also releases Memorial City Hall and its representatives from any claim for compensation or legal fees.

Compliance with Laws and Regulations: Lessee shall comply with all the laws of the United States and of the State of Texas, all ordinances of the City of Marshall, and all policies and procedures of Memorial City Hall; and Lessee will require that Lessee's agents, servants, employees, or invitees comply. Lessee shall be responsible for payment of all licenses, permits, fees, registrations, taxes, assessments, and charges of every kind and character levied or required by any federal, state, or local law, ordinance, or regulation in connection with or because of any act or activity engaged in by Lessee or Lessee's agents, servants, employees, or invitees within the premises or facilities described herein, and to protect, indemnify, save, and hold harmless Lessor from any and all liability for same.

Control of Facility and Right to Enter: In permitting the use of the premises and facilities described, Lessor does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, and regulations applicable to said premises, and representatives of Lessor may enter any of the premises and facilities described herein at any time and on any occasion without any restrictions whatsoever. All facilities, including the area that is the subject of this Agreement, shall at all times be under the charge and control of Lessor or its agents.

Occupancy Interruptions: In case the premises covered by this Agreement or the building of which such premises, or a part, should be destroyed or damaged by fire or any other cause, or if any other casualty or other unforeseen occurrence or other causes herein specified shall render the fulfillment of this contract by Lessor impossible, then the term of this contract shall end, and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

Sound Control: Memorial City Hall shall have the absolute right to control the sound levels, mix the sound, operate the sound equipment, and design the sound system setup as may be required by the event. In the case that the event requires portable sound equipment in addition to the installed house equipment, this equipment will be placed in the hall at the discretion and according to the directions of Memorial City Hall. MCH may allow the artist's representative to operate the sound system; however, MCH will, in all cases, be the final judge of what constitutes proper sound mixing and reasonable sound pressure levels in the hall. The maximum acceptable sound level is 95 decibels.

Authorized Representatives: The representative of Memorial City Hall, in signing this Agreement, warrants that he/she signs as a properly authorized representative of Memorial City Hall and does not assume any personal liability for meeting the terms of this Agreement.

The representative of the Lessee in signing this Agreement warrants that he/she signs as a properly authorized representative of the Lessee and, unless the Lessee is acting as an individual renter, does not assume any personal liability for meeting the terms of this Agreement.

Lessee must designate one person who will serve as the group's only point person/contact to the Memorial City Hall staff. All meetings with MCH staff should be by appointment. This agreement entitles your



group's point person to:

- **one meeting with the MCH manager to design your event agreement,**
- **one meeting with the MCH Technical Director to determine your event's technical needs,**
- **and one meeting with the MCH Box Office Manager to design your event's ticketing needs.**

Any meetings you request beyond those are not included in your rental estimate and will be included in your final invoice at the \$100 per hour rate.

Retention of Lessor Privileges: The failure of Lessor to insist upon strict and prompt performance of the covenants and agreements herein, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of Lessor's rights thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Lessee.

Cleanup: A cleanup fee will be assessed against the Lessee for excessive garbage due to decorating, boxes, etc. Such a fee will result in a reduction of the return of your cleaning/damage deposit in the amount of \$250.00.

Lessee agrees that premises be returned to the condition in which they were prior to Lessee's use, excepting normal wear and tear. All cleaning between shows must be done by Lessee. MCH Management is not responsible for clean up between performances.

All areas including green rooms and dressing rooms must be left in good condition. Trash must be removed to dumpster, no food matter or other debris left in sinks, refrigerator, or on any work surface. Clear tables of any debris or food, and remove table decorations and cloths. Spills and debris must be cleaned from work surfaces, appliances and floors. Take down all decorations and remove personal belongings, equipment and supplies.

Rental of Piano: Memorial City Hall may agree to rent its grand piano to other performers in MCH. See MCH Rental Fees for the rental rate.

Waiver. No waiver by Lessor of any provision of this Agreement or of any breach of Lessee shall be deemed to be a waiver of any other provision of the agreement. Lessor's consent to an exception to a provision of this Agreement shall not be deemed to render unnecessary the obtaining of Lessor's consent or approval of any subsequent exception to the Agreement.

Applicable Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Texas. The exclusive venue for purposes of any claim, legal action or proceeding resulting from or arising out of this Agreement shall be in Marshall, Harrison County, Texas.

Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Statement on Equal Opportunity: Memorial City Hall does not discriminate on the basis of race, color, national origin, sex, handicapping condition, or age in the pursuit of educational goals and objectives and in



the administration of personnel policies and procedures.

Memorial City Hall maintains a max decibel level of 95.

Memorial City Hall strictly prohibits the use of smoke, hazers, fog machines or other pyrotechnics without prior approval

Anyone who is not Memorial City Hall technical staff is strictly prohibited from operating any MCH lighting and/or audio equipment without prior approval of the MCH Manager.

Total rental fee (excluding technical fees) _____

I understand and agree to follow the above terms of the Memorial City Hall building use agreement.

I understand and agree to follow Memorial City Hall’s Operation Policies & Procedures.

I agree to pay all fees generated by this event.

I understand that there will be no food or drink permitted in the theatre, its dressing rooms, or on stage:

_____signature of lessee

I understand I must provide Memorial City Hall, with a copy of my \$1,000,000 event insurance policy listing Memorial City Hall as co-insured no later than 4 weeks prior to event.

_____signature of lessee

Your Event date will not be reserved until all paperwork has been completed and returned to the Memorial City Hall Manager.

Lessee:

Printed Name: _____

Address: _____

Phone: _____

Email: _____





MEMORIAL CITY HALL
PERFORMANCE CENTER

TECHNICAL ASSISTANCE RESERVATION FORM
AUDITORIUM & 3RD FLOOR GREAT ROOM

It is your job to totally plan and produce your event. It is our job to help you use the Memorial City Hall facility in a professional manner. Please provide all the following information so we can do our job well.

Name of Event: _____

Program Date _____ Program Time _____ Access Time _____

Rehearsal Dates _____ Rehearsal Times _____ Access Time _____

Contact Name: _____ Mobile: _____ Work: _____

Email: _____

STAGE EQUIPMENT REQUIREMENTS

Some services below will go beyond the Basic User Package; additional charges may apply.

Presentation/Media Needs: (Additional fees may apply)

Projector: _____ Screens: _____ Audio line for computer: _____

Generic Podium with Microphone: _____

Microphone, no podium: _____

House PA System: _____ (Lessee MUST use an approved sound company, contracted separately)

Lighting: *Special lighting needs must be discussed with Tech Director

General Flood: YES NO

Theatre Lighting: _____ (Additional operator & rental fees apply)

Follow spot(s): _____ (Additional operator & rental fees apply)

Other (Please attach a diagram of set-up):

Clear-Com Headsets: _____ (Additional rental fees apply)

Chairs: # _____ Table: # _____ (On Stage)



Baby Grand _____ Rental fee applies

Music Stands: # _____

Crew: (Final determination of crew number by Technical Director/ additional tech fees may apply)

Access time: _____ Load-in time (if applicable): _____

Follow spot(s): _____

Media Tech: _____

Sound Operator: _____

Lighting Operator: _____

Box Office staff: _____

For technical assistance please contact the Memorial City Hall Manager:

Glenn Barnhart at (903) 934-7992 or cell: (903) 724-0132 and/or email: barnhart.glenn@marshalltexas.net

Memorial City Hall maintains a max decibel level of 95.

Memorial City Hall strictly prohibits the use of smoke, hazers, fog machines or other pyrotechnics without prior approval

Anyone who is not Memorial City Hall technical staff is strictly prohibited from operating any MCH lighting, audio and/or video equipment without prior approval of the MCH Manager.

I understand and agree to follow the above terms of the Memorial City Hall building use agreement.

I understand and agree to follow Memorial City Hall’s Operation Policies & Procedures.

I agree to pay all fees generated by this event.

I understand that there will be no food or drink permitted in the theatre, its dressing rooms, or on stage:

_____signature of lessee

I understand I must provide Memorial City Hall, with a copy of my \$1,000,000 event insurance policy listing Memorial City Hall as co-insured no later than 4 weeks prior to event.

_____signature of lessee

!!! Your Event date will not be reserved until all paperwork has been completed and returned with the deposit to the Memorial City Hall Manager.

Estimated Technical Fees:

Additional Fees:

Rental Fee (from pg 8):

Total Due: _____



*List any additional Technical information here or attach

