

# The DTOS Senate Theater

6424 Michigan Avenue Detroit, MI 48210

313-894-0850

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## Rental Agreement

Name of Applicant \_\_\_\_\_

For office use only

Telephone Day \_\_\_\_\_ Eve. \_\_\_\_\_ Cell \_\_\_\_\_

Daily Rate \_\_\_\_\_

Name of Organization to be billed \_\_\_\_\_

Hrs. \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Final Hrs. \_\_\_\_\_

E-mail Address \_\_\_\_\_

Damage / Security  
Deposit \_\_\_\_\_

Date of Event \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_

Total Due \_\_\_\_\_

Approximate number of people to attend \_\_\_\_\_

Deposit \_\_\_\_\_

Is there set up or tear down time needed? Yes / No Hours Needed \_\_\_\_\_

Caterer to be used? Yes / No Name of Caterer \_\_\_\_\_

Balance Due \_\_\_\_\_

Rooms needed to Rent: Outer Lobby \_\_\_\_\_ Inner Lobby \_\_\_\_\_ Auditorium \_\_\_\_\_

The Occupancy Plan, Damage/Security Deposit, Certificate of Liability Insurance Coverage, and room designation must be submitted to Senate Theater office at least 30 days prior to the event. All cash / certified checks payable to DTOS.

### Leasing Cost & Payment Arrangements

A deposit of one-half the space rental fee is due at the time of booking. The rental fee includes the use of the room for the Contracted length of time on the day of the event, tables, chairs, set-up and clean up. Function guests and vendors will be admitted to the facility and expected to depart at the time stated on this contract. The fee for the contracted amount will be the responsibility of the group or individual in charge of the function.

Final payment of the space rental fee is due in full 15 days prior to the date of the event. If final payment for any event is not received at least 15 days in advance of the event, then the The Senate Theater may cancel the contract.

Tenant by entry under this lease accepts the premises as being in good and sanitary condition and in good repair. Tenant Agrees to surrender the premises in the same condition as received.

A damage / security deposit will be required and will be applied toward any damages or excessive clean up if necessary. This amount must be received fifteen days prior to the date of the event or the last business day prior to the 15<sup>th</sup> day if the date falls on a holiday or weekend. This will be deposited and a check will be reissued after the event if over and all is deemed right for the return of the damage / security deposit. The Senate Theater may use all or any portion of this deposit to make full repair replacement in the event of damage to the Senate Theater or equipment resulting from activity at Tenant's event. If no damage is incurred, this damage security deposit will be returned in full if no balance is owed.

### Cancellation Policy

The following rates will be assessed on all planned charges outlined in the Rental Agreement for events that are cancelled within the time frame listed below

3 days after signing      100% of planned rental fees will be refunded

4 days to 30 days	50% of planned rental fee will be refunded
31 days plus	0% of planned rental fee will be refunded

In addition, the Tenant must present proof of public liability insurance no later than 30 days prior to the event with a minimum of \$1,000,000 in liability coverage with the DTOS / Senate Theater as an additional named insured for the entire duration of the event. The Tenant understands that providing evidence of coverage is a condition precedent to the Senate Theater Authority's obligation under the terms of this agreement and in the event the Tenant fails to deliver a certificate evidencing coverage, the Authority is excused from performance and can terminate this agreement.

### **Restoration / Facility Fee**

The Senate Theater will assess a Facilities Fee of \$1.00 for each event attendee – regardless of ticket price and including comps – which is used to maintain our historic facility and provide periodic improvements for both renters and audience members. A representative of the Senate Theater and the tenant will be responsible for providing a count of all sold and complementary tickets by the end of the event. In the event such a count is not provided, The Senate Theater will calculate the facilities fee for the event as if all 785 seats were filled.

### **Food and Beverages**

All food and beverages must be provided by a licensed caterer approved by the Senate Theater Management or by a licensed and insured caterer who contracts to pay the Senate Theater 15% of their total charges for their use of the Senate Theater facilities. This caterer's fee is not the responsibility of the Tenant. The retained caterer's information must be provided to the Senate Theater Authority 30 days prior to the event.

### **Certificate of Insurance**

The Tenant as its expense, shall obtain and maintain, for the entire term of the License an insurance policy insuring the Detroit Theater Organ Society, Inc. against any and all liability resulting from the use of the theater building by the Tenant Coverage of the insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000.00) and shall specifically cover "Bodily Injury and Property Damage The Tenant shall furnish the Senate Theater at least 30 days prior to the event scheduled for (xx/xx/xx) for which this license is granted, a certificate confirming the issuance of such insurance policy. The certificate of insurance coverage for said policy shall provide that the coverage may not be cancelled on less than 30 days notice to the Senate Theater. In the event the Tenant fails to obtain said insurance policy or in the event said insurance policy is canceled prior to the event for which this license is granted, The Senate Theater shall have the option to either terminate this license and retain all monies received there under, or to acquire such insurance as it may deem necessary, in which case the Tenant shall reimburse the Senate Theater for the full cost.

### **Room Set-up, Clean-up and Decorations:**

The floor plan and occupancy schedule are due fifteen (15) days prior to your event, or the last business day prior to the fifteenth day if the fifteenth date falls on a weekend or holiday. The tenant must not admit to the Senate Theater more persons than the space, under the lease, can accommodate, as determined by Federal, State and Municipal fire safety rules.

Tenant further agrees to maintain an appropriate means of ingress and egress to the premises and to keep the same reasonably accessible and reasonably safe for use by wheelchair-handicapped persons.

No posters or signs may be located in the Senate Theater without prior permission from management, Nails, pushpins, tacks, "sticky tac" tape of any kind or other potentially damaging fasteners may not be used to hang signs or any other materials on the walls, pillars, chandeliers, windows, display cases, ceilings, doors, doorframes, and or railings. All decorative materials are defined as curtains, draperies, streamers, fabrics, cotton batting, vines, and artificial foliage, including surface coverings applied over interior finishes for acoustical or decorative purposes. Candles may be used BUT they MUST be covered or enclosed with a hurricane shade or within a bowl or other non flammable container. Candles, tea lights, or votives can be used on tables only. Rice, birdseed, confetti, glitter or other similar materials are not permitted at any time. Real flower petals are only permitted during outdoor use. Fireworks and sparklers are not permitted.

The Tenant must also take into consideration the scheduled seasonal decorations of the Senate Theater. Seasonal decorations as set by staff cannot be altered or removed for purposes of an event.

All rental items brought in by Tenant requiring assembly or placement are the responsibility of the Tenant.

Carts or dollies with steel wheels are not permitted in the Senate Theater at any time. All crates, boxes, tables, chairs or other equipment moved in or out must be handled in a way that protects all flooring, painted surfaces and fixtures.

The Senate Theater or any equipment or property located therein, are to be returned to the condition they were in prior to the contracted event. Tenant must arrange and pay for its own janitorial service in the premises to return the premises to its original condition. After the event, clean up must be completed no later than the agreed upon contracted time.

All disposable items are to be placed into the trash containers provided.

All decorations are to be removed from the premises immediately following the event.

In the event the Senate Theater, or any equipment or property located there in, is not returned to the original condition, or cleaned as designated above, the Senate Theater will provide Tenant with a list of the damage caused during your tenancy or the clean-up necessary as a result of your tenancy. Fees will be assessed for any cost incurred by the Senate Theater in returning the Senate Theater, or any property or equipment located therein, to its original condition. Fees will be deducted from the damage/security deposit or claimed on any applicable insurance policy.

### **Marquee, Banners, Etc.**

Tenant may utilize the existing marquee to advertise its event on the day(s) that the event is to be held. The Senate Theater, in its sole discretion, may also provide earlier marquee access to tenant provided that such access does not interfere with another event.

Tenant may similarly advertise its event in the display windows of the theater and on the sidewalk on the day(s) that the event is to be held provided that the advertising materials are fully and completely removed or otherwise disposed of by tenant in accordance with the previous section hereinabove.

The design and location of signage are subject to the approval of The Senate Theater management, which approval will not be unreasonably withheld, in order to maintain the image of the premises to the general public.

### **Standards**

The Senate Theater reserves the right to enforce reasonable decency standards concerning dress and decorum at any function. The Senate Theater reserves the right to refuse service to any person who, in its sole opinion is under the influence of alcohol or unlawful substances, or to request that such person leaves the premises. Shirts and shoes are to be worn at all times on the premises.

### **Parking**

Tenants have exclusive rights to use the parking lot on the east side of the building (entrance from Gilbert St). The Senate Theater management makes no representations as to the number of parking spots available. The Senate Theater may not be held responsible for any damage to any vehicle or equipment located in this area.

### **Liability**

The Senate Theater reserves the right to inspect and control all private functions. Liability for damages to the premises will be charged to the representative making the arrangements based on actual repair or replacement costs. If, in the judgment of the Senate Theater, security is needed in order to maintain good order due to the size and or nature of your event, the Senate Theater reserves the right, with advance notice, to contract for professional security to monitor your function at the Tenant's cost.

The Tenant will be responsible at Tenant's sole cost for any and all damage to Tenant's equipment such as telephones, computers, projection, recording and other similar equipment brought onto the premises. Tenant releases the Senate Theater from all losses, claims, injuries, damages, or other liability, including but not limited to consequential damages, whether to persons or property and no matter how caused including but not limited to the interruption of electrical, cable, satellite, or other similar services. Tenant expressly waives the right to claim an abatement of the rental costs.

The Senate Theater does not have space available to store personal property equipment or supplies belonging to or rented by the Tenant before or after scheduled events. The Senate Theater may not be held responsible for the damage or loss of any merchandise or personal articles left on the premises prior to or following the event. All items must be removed from the Senate Theater immediately following the event. Any valuable items must be left in any area of the theater; it is recommended that a security firm is retained at the expense of the Tenant.

All children must have responsible adult supervision at all times. This is for the protection of the children and our facility.

The fee for the contracted amount will be the responsibility of the group or individual in charge of the function or event. The Senate Theater reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

The Senate Theater Authority, in cooperation with the local officials, reserves the absolute right to take whatever steps are necessary to insure strict adherence to the terms outlined in this document. If any costs are incurred to provide compliance with these terms, these costs shall be the responsibility of the tenant.

The Tenant shall follow all applicable laws, rules and regulations of the State of Michigan, Wayne County and the City of Detroit.

If the Senate Theater cannot supply meeting facilities as a result of occurrences beyond the control of the facility (i.e. strike, public emergency, Acts of God) the client waives any claim against the Senate Theater for problems resulting from cancelled facilities.

The Senate Theater is a non-smoking facility.

**Damages**

Tenant is fully responsible for any damages that occur during an event to the Senate Theater or any equipment or property located therein. Tenant shall indemnify, defend and hold harmless the Senate Theater Authority, its employees, agents, principals, members, successors and assigns from all claims, demands, expenses, attorney fees and liabilities arising out of Tenant's, its guests', invitees', employees', or agents' use of the premises. Tenant is responsible to the Senate Theater for damages, compensation or claims for inconvenience or loss of business, arising out of any repair or restoration as a result of any damages that occur during an event and will pay to the Senate Theater Authority, upon demand, such sum as shall be necessary to restore the premises to its condition prior to the event.

The Tenant hereby assumes full responsibility for the character, acts, and conducts of all persons admitted to or who may come upon the Senate Theater or adjoining areas and grounds during Tenant's use of the Senate Theater. Tenant shall be solely responsible for any loss, injury or damage incurred by Tenant from the acts of theft, burglary, or vandalism committed by either identified or unidentified parties. Tenant hereby agrees that the DTOS / Senate Theater, its employees, agents, principals, members, and successors shall not be liable in any way for any matter, cause, thing, action or omission with respect to the Tenant's use of the Senate Theater or adjacent buildings or grounds. Tenant agrees that the DTOS / Senate Theater, its employees, agents, principals, members and successors are hereby released and discharges of any and all liability of any kind with respect thereto.

**Assignment**

The Tenant shall not assign this license without the express written consent of the Senate Theater. The Senate Theater shall have the right, for any reason whatsoever, to consent or deny consent to any assignment of this license by the Tenant shall remain bound by all of the provisions of this License Agreement and shall retain full responsibility and liability for their provision.

**Box Office Sales**

The Tenant shall not issue or sell any tickets in excess of the seating capacity of the theater as stated by the Senate Theater or allow more persons to be admitted to the theater building than can be safely seated or than is permitted by law.

The Tenant shall furnish to the Senate Theater at least one week prior to the event for which this License is granted, a statement from the ticket printer listing the total number of tickets printed for the Tenant's events and the pricing schedule for such tickets. There shall be no standing room or portable seating used.

The Senate Theater shall have sole control over ticket sales from the box office. Anyone being admitted to the building must have a ticket with a defined tab to be torn at time of admission. All tickets must be in uniform size and shape. Any cast and/or crew need to carry identification to grant them access to the building at anytime throughout the rental. Will call tickets must be contained in a labeled envelope marked clearly for the box office to distribute. Lists of names will not be accepted.

**Hold Harmless**

The Tenant shall indemnify and hold harmless The DTOS / Senate Theater against any and all liabilities, suits, damages, actions, and/or claims (including attorney costs) arising out of the applicant's use of the Senate Theater. This includes, but is not limited to damage to property or injury to any subcontractor, and/or applicant's agents. This also includes any contractual obligations, including but not limited to artist fees, film rental fees (unless agreed to by DTOS in writing), equipment rental, copyright holders and/or advertising firms.

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By signing, the Tenant acknowledges understanding the policies outlined in this document and agrees to follow them. No verbal representations supersede this contract. Any changes must be documented in writing and signed by the Senate Theater Management authorizing the variation from normal policy.

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

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

Senate Theater/DTOS Rep. \_\_\_\_\_ Date: \_\_\_\_\_