



CAMINO REAL PLAYHOUSE FACILITY USE / RENTAL AGREEMENT

LESSOR: SOUTH ORANGE COUNTY COMMUNITY THEATER dba CAMINO REAL PLAYHOUSE, 31776 EL CAMINO REAL, SAN JUAN CAPISTRANO, CALIFORNIA 92675

LESSEE: _____

LESSEE ADDRESS: _____

LESSEE TELEPHONE: _____ EMAIL: _____

EVENT: _____

LOCATION OF EVENT: MAIN STAGE STAGE II OTHER _____

DATE(S) OF EVENT: _____ NUMBER OF GUESTS (anticipated): _____

RESPONSIBLE PERSON: _____ CELL: _____

SETUP TIME: _____ START TIME: _____ END TIME: _____

SPECIAL REQUIREMENTS (seating/wine-bar): _____

Performance Fees: Mainstage - \$750.00 (4 hours) or Stage 2 - \$500.00 (4 hours)	
Rehearsal Fees: Mainstage - \$100.00/hour (4-hour minimum) or Stage 2 - \$75.00/ hour	
Light/Sound Tech Fee:	\$100.00 (per show or rehearsal)
Refundable Security/Cleaning Deposit:	\$300.00
Non-refundable Reservation Deposit:	25% of Total Fee

ITEM	AMT. DUE
O Security & Cleaning Deposit.	\$
O Theatre Rental Fee	\$
O Tech Operator per performance or rehearsal	\$
O Other Rentals	\$
O RESERVATION DEPOSIT (25%)	\$
O FULL RENTAL FEE TOTAL (due 30 days prior)	\$
O REMAINING AMOUNT DUE	\$

TERMS AND CONDITIONS

SOUTH ORANGE COUNTY COMMUNITY THEATER, dba CAMINO REAL PLAYHOUSE (the "Playhouse") as Lessor, and Lessee, hereby agree to the rental by Lessee of the portion of the Playhouse's premises set forth on page 1, for the Event described, under the following terms and conditions. **Please Review then Sign and date this agreement on the last page.**

1. BASIC FEES AND DEPOSITS:

(a) Fees and Deposits (listed on the first page of this agreement)

(b) **Payment of Fees.** All Deposits set forth on page 1, shall be paid upon execution of this Agreement. The remaining RENTAL FEE is due no later than 30 days before the date of the event. This Agreement shall not be in force until Fees and Deposits have been paid.

(c) **Security/Cleaning Deposit; Damage to Premises.** The parties acknowledge that the Security/Cleaning Deposit does not and shall not be regarded as the maximum amount that Lessee may be charged for any damage to or cleaning of the Playhouse necessitated by Lessee's use of the Playhouse premises. This Deposit shall be applied to any costs for cleanup of the rented premises, to bring them back into the condition they were in prior to Lessee's occupation of the premises, and to pay for any damage to any of the Playhouse's building, equipment, facilities, furnishings, or other items that occurs during Lessee's occupancy of the premises, whether such damage occurs in the area occupied by Lessee or not. Should any such costs exceed the amount of this Deposit, then Lessee shall be fully liable for any such excess charges immediately upon being billed therefor by the Playhouse. The Playhouse shall inspect the rented premises immediately upon Lessee's vacating them at the conclusion of the Event and shall promptly notify Lessee of any issues or concerns that might result in any charges against this Deposit. Should no such issues exist, or if the charges are less than the amount of the Deposit, then the Deposit or its remainder shall be refunded to Lessee within ten (10) days of the Event's conclusion. The determination of whether any cleanup costs or damage has occurred which necessitate deductions against the Deposit, or charging additional costs to Lessee, shall be in the Playhouse's sole discretion.

2. ADDITIONAL FEES: The parties acknowledge that the Performance Fee set forth on page 1 of this agreement is for a four hour period only, the start and end of such period to be agreed on by the parties and set forth on Page 1 of this Agreement (from "Setup Time" to "Load Out/Cleanup End Time"). Should Lessee require additional time or run over this allotted time, Lessee shall be charged an additional fee of the standard REHEARSAL FEE per hour of additional time for the desired portion of the Playhouse premises. This amount shall first be deducted from the Security/Cleaning Deposit, and if necessary, any excess amount beyond the total of the Cleaning/Security Deposit shall be charged to Lessee, who shall pay that amount immediately upon billing.

3. TECH OPERATOR, PER PERFORMANCE. The number of crew members shall be at Lessee's discretion, with the intent to ensure that adequate technical staffing is provided.

4. WINE BAR: The Playhouse has a limited liquor license and is able to offer wine bar services to lessees of its premises if desired. Such services may be manned by Playhouse personnel, or with proper supervision by representatives of Lessee. Should Lessee desire such services, the parties shall enter a separate corollary Agreement for them, which shall specify the parties' respective duties and obligations consistent with the laws and regulations governing sale of alcoholic beverages, the costs involved, and any agreement for division of the proceeds of wine bar sales.

5. REHEARSAL SPACE FEE: If Lessee desires access to the Playhouse for rehearsal time, in addition to the time specified for the Event itself, it may seek to reserve such space, on a first come first served basis, at the rates listed on page 1 of this agreement.

6. USE OF RENTED PREMISES: The premises listed on Page 1 of this Agreement shall be used and occupied by Lessee only for the Event on page 1 of this agreement and necessary setup and striking activities ancillary to the Event

7. CONDUCT: No smoking shall be allowed in or on any portion of the Playhouse property, whether part of the premises specified on Page 1 of this Agreement or not. No drug use or any other illegal activities shall be allowed by Lessee on any part of the Playhouse's property at any time during Lessee's occupancy of space under this Agreement. No disorderly or disruptive conduct shall be permitted at any such time. Lessee is fully and solely responsible for the conduct of all attendees at its Event, in addition to the conduct of its own personnel, whether employed or volunteer. Any violation of the terms of this Paragraph shall be grounds for the immediate expulsion of the offending individual(s), and, if necessary, cancellation of the Event. Should the Event be cancelled or prematurely terminated due to a violation of this Paragraph, then the Security/Cleaning Deposit shall be forfeited by Lessee, without prejudice to the Playhouse's right to further compensation for possible damages to its premises as set forth in Paragraph 1(c) above. Lessee shall not bring any dangerous or explosive material onto the premises in connection with the Event. Lessee may not sublet any portion of the premises rented to it under this Agreement to any person or entity.

8. INSURANCE: Lessee shall at its own sole cost and expense procure and deliver to the Playhouse, no later than 15 days prior to the date (or first date, if more than one date is involved) of its Event, a Certificate of Liability Insurance, which shall provide public liability and personal property damage insurance, and which shall insure the Playhouse and its employees, contractors, volunteers, and officers and agents against any liability for bodily injury, property damage, or other loss(es) arising from Lessee's use and occupancy of the Playhouse (or any portion thereof) pursuant to this Agreement. Any third parties hired by Lessee to assist it in the Event shall similarly provide Certificates of Insurance to the Playhouse no later than 15 days prior to the Event. If alcohol is to be served at the Event, Lessee shall also obtain appropriate host liability insurance to protect against any alcohol related incidents.

9. LIABILITY AND INDEMNIFICATION: Lessee agrees to indemnify, defend, and hold harmless the Playhouse, its officer, directors, volunteers, employees, and agents from and against any and all liability for any accident or injury occurring or arising from the Event, including any setup, load out/cleanup, or rehearsal time as provided for in this Agreement. Lessee assumes full responsibility for the conduct and actions or omissions of all those who enter upon the Playhouse premise in connection with the Event, whether its own personal (employees, volunteers etc.) or guests.

10. ATTORNEY'S FEES AND COSTS: In the event that the Playhouse, or any of its officers, employees, volunteers, or agents, is required to file any action to enforce any of the provisions of this Agreement, or to defend themselves against any action arising from Lessee's use of the Playhouse premises pursuant to this Agreement, whether Lessee is a party to any such action or not, Lessee shall, in addition to any substantive liability, be liable to pay all of the Playhouse's reasonable attorney's fees, court costs, collection fees, interest, witness fees, and other expenses attendant to any such action.

11. LOST AND FOUND: The Playhouse assumes no responsibility for any personal effects or possessions of personnel of Lessee or its guests/attendees that may be left on its premises after the Event. The Playhouse does, however, maintain a Lost and Found in which it holds items located after the Event for a period of time. If an item's rightful owner is identifiable from the item, the Playhouse shall make efforts to contact that person or entity to return the item. Persons believing that they may have left an item at the Playhouse in connection with the Event may check the Lost and Found at a mutually convenient time during regular business hours. The Playhouse reserves the right to decide if a claimed item belongs to any claimant.

12. PROMOTION AND COPYRIGHT: The Playhouse shall display fliers for the Event provided by Lessee in its lobby if desired. Unless otherwise specifically agreed on, however, the Playhouse shall take no role in promoting or publicizing the Event. Lessee shall be fully and solely liable for any copyright issues in connection with the Event and/or its promotion, including without limitation royalties if applicable.

13. GOVERNING LAW, VENUE: This Agreement shall be construed pursuant to the laws of the State of California. Any action related to the Event or this Agreement shall be commenced and prosecuted in the courts of Orange County, California.

14. ENTIRE AGREEMENT; MODIFICATION: This Agreement represents the full and entire agreement of the parties. No prior or contemporaneous oral or written contract, agreement, covenant, condition, statement, commitment, or understanding by or between the parties to this Agreement shall be of any force or effect unless specifically set forth or incorporated by reference into this Agreement. This Agreement may not be modified or amended except in writing, with such writing signed by both parties and specifically referencing this Agreement.

15. SEVERABILITY: Should any provision of this Agreement be deemed or ruled by a court of competent jurisdiction to be unenforceable, that provision shall be deemed to be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

I agree to the Basic Usage Rules above. I agree to indemnify and hold harmless South Orange County Community Theatre (SOCCT), d.b.a. **Camino Real Playhouse** for any and all claims made, of whatever nature, against SOCCT as a result of my or my group's use of SOCCT facilities under this Agreement.

Signature of Responsible Party: _____ **Date:** _____

