



RENTAL AGREEMENT

Agreement # _____

THIS AGREEMENT is made on 8/3/2006 between the University of Florida Board of Trustees for the benefit of P.K. Yonge Developmental Research School ("PK Yonge") and < > (hereinafter called PRODUCER).

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. Event

Producer agrees to present < > (hereinafter called "Event") at PK Yonge's Performing Arts Center (hereinafter called "Venue") within the following schedule of use:

Space 1	Date	In-Time	through	Out-Time
Auditorium				

The following support spaces will be made available during the outlined schedule, some spaces will require an additional fee (see Appendix 1):

<Chorus Room>
<Men's Dressing Room>
<Women's Dressing Room>

For purposes of this Agreement, "Event" will be defined as the period of time from beginning of set-up through clean up and restoration of the Venue(s) being used by Producer to its base condition. Representative from Producer and PK Yonge shall sign off on condition of the facility prior to Producer's use. Producer agrees to return facility to PK Yonge in the same condition as existing prior to Event. Should any damages or additional cleaning be necessary in returning facility to original condition, those verifiable and documented expenses shall be borne by Producer.

2. Consideration

A. *Rent*: In consideration for the use and occupancy of the Venue and the performance by PK Yonge of all its obligations hereunder, Producer agrees to pay to PK Yonge: \$100/\$50 an hour, totaling < > for <profit/non-profit> organizations, plus six percent (6%) Florida sales tax, if applicable, plus any

additional applicable fees based on the needs of the specific event, discussed in the pricing form (see Appendix 1). Producer agrees to pay twice the hourly rental fee and staffing fees to PK Yonge based on current rent schedule for the Venue noted in paragraph 1 if the actual times used for the Event deviate from the times specified in paragraph 1. Venue time that is contracted but not used will not be discounted from the rent due. The attached estimate of charges is an integral part of this agreement. Full payment will be due seven days prior to Event. Any excess charges will be assessed after Event and Producer will be billed within thirty (30) days, bills payable within (10) days.

- B. *Staffing, Costs and Other Expenses:* PK Yonge will secure and Producer will pay, at the rates in effect at the time of Event, all necessary staffing for the Event, including but not limited to technical stage personnel, audience management personnel, and any and all personnel necessary for the security and safety of Event participants and audience. PK Yonge retains the right to determine necessary staffing for Event, which will be detailed on the pricing form. For every event, a PK Yonge House Manager must be present. Producer agrees to pay for these services (see Appendix 1). If Producer wishes to use any of PK Yonge's technical equipment, a PK Yonge Technical Supervisor must be present, unless otherwise determined. Producer agrees to pay for these services (see Appendix 1). If actual Event times deviate from the times specified in paragraph 1, producer will be charged twice the hourly fee for the staff. Additional equipment fees may apply.
- C. *Technical Equipment:* P.K. Yonge does not allow outside groups to rent PK Yonge's sound equipment. Outside equipment may be rented through Everyman Sound, an authorized dealer. Outside sound equipment can be plugged into the existing house sound system. House lights and a basic stage wash are included in the rental fee. Any changes or movement in the basic house lighting plot may result in additional charges, subject to the sole discretion of P.K. Yonge. Before any changes are made, written approval must be obtained. Specific written approval is required for any usage of the lighting lift.
- D. *Maintenance:* A fee for maintenance will be assessed based on the individual event. Generally, for every day that Producer rehearses, a \$50 per day fee will be charged for maintenance. On performance days, \$100 per day will be charged. If Producer is not using the main stage, the fee will be determined by P.K. Yonge based on the nature of the Event. Producer agrees to pay maintenance fee as specifically indicated on the Estimate of Charges form.

Any and all other costs associated with matters and items desired or required by Producer in connection with the Event shall be paid by Producer at no cost to PK Yonge.

3. Deposit

Producer agrees to pay to PK Yonge a deposit of 50% of the total costs, in the amount of <\$> at the time this Agreement is executed. This deposit shall be made payable to PK Yonge and shall be in the form of cash, certified check, cashier's check or University of Florida Inter-Departmental Encumbrance. The portion of the deposit equal to the estimated facility rent for the Event (amount stated in Paragraph 2.A) shall be non-refundable except in the case of provisions detailed in the Cancellation Clause, Paragraph 16 of this Agreement. This deposit shall be credited to, and deducted from, the amount of money due the PK Yonge, pursuant to the provisions of Paragraphs 2.A and 2.B.

4. Consideration With Other Users

Producer understands that PK Yonge will make available, for use by others, such portions, areas and facilities that are not subject to this Agreement, and Producer agrees to cooperate in good faith, with the management and personnel of the Venue and with those persons using the other portions and areas of the Venue, especially during those periods of moving in and out, in order to make mutual use of the facilities harmonious and agreeable.

5. Insurance

- A. If the Event is not a PK Yonge or University of Florida officially sponsored function, the Producer agrees to purchase through the University of Florida a policy of Commercial General Liability with an aggregate limit of \$1,000,000 (One Million Dollars). This Commercial General Liability policy purchased through the University of Florida provides coverage for damage to PK Yonge property and bodily injury for attendees. If the Event is of a nature that the University's agency or carrier will not provide coverage, Producer will be required to provide this insurance coverage by alternate methods. See Appendix 2 for Event which the University's Agency will not cover. **The inability to obtain appropriate special events insurance for the Event will result in immediate termination of this Agreement and cancellation of the Event.**
- B. Also for non-University functions, Producer is required to maintain at its sole cost and expense insurance coverage for products and completed operations liability and Contractual Liability with a combined single limit of not less than \$1,000,000.00 per occurrence, and Workers' Compensation insurance in accordance with Florida State Law. This insurance must cover all of the renter's operations in the facility and must be in effect throughout Producer's use, including preparation, rehearsal, strike and restoration times.

- C. All policies not obtained through the University must meet the following criteria: (a) the carrier must be licensed to do business in the State of Florida and possess no less than a “B” Best Rating; (b) the policy must name the State of Florida, the State Board of Education, University of Florida Board of Trustees and PK Yonge as additional insureds; and (c) insurance certificates must be provided directly by the agency or carrier and delivered to the University of Florida no later than two weeks prior to the first day of the Event. See Appendix 2 for more information.

6. Property Damage

If any portion of PK Yonge or the Venue, or its equipment is damaged by any act, omission, default or negligence of Producer, its agents, subcontractors, employees, patrons, guests, or any other person admitted to the Venue by or for the benefit of Producer, Producer shall pay to PK Yonge upon demand, in cash or its equivalent, a sum equal to the cost of repairing the damages and restoring the Venue to the condition existing at the beginning of the Producer's use. Producer shall not injure, mar, nor in any manner deface the Venue, its facilities, or any equipment contained therein, and shall not make nor allow to be made, any alterations to the Venue or its facilities except as provided herein, without the written consent of PK Yonge's Director.

7. Personal Property

- A. PK Yonge shall not be responsible for any loss or damage to personal property placed in or about the Venue belonging to Producer, its servants, agents, subcontractors, guests, patrons, or invitees, and Producer shall hold the University of Florida Board of Trustees and PK Yonge harmless from all claims arising out of loss or damage to such property.
- B. Producer shall remove from the Venue, immediately upon termination of the Event all property belonging to Producer and all property brought in or about the Venue by Producer or persons associated with Producer in the use and occupancy of the Venue. If Producer fails to remove all such property, PK Yonge shall have the right to remove, store or dispose of such property at Producer's expense. PK Yonge shall not be liable for any damage or loss to said property regardless of how and where same shall occur or by whom caused.

8. Signs

Producer shall not post or erect any signs, advertisements or posters of any kind or description in or about the Venue without written consent of PK Yonge's Director or Director's duly authorized representative. All printed material must contain the P.K. Yonge Performing Arts Center logo. Such logo shall not be used by Producer for any other purpose without PK Yonge's prior written consent.

9. Food, Beverage and Novelties

No food or beverage shall be allowed in the Venue, including but not limited to the auditorium, control room and lobby. Any violation of the preceding sentence shall be grounds for immediate termination of this Agreement and cancellation of the Event. P.K. Yonge has the right to terminate this written agreement. Concessions may be offered outside the building, but only with the written permission of PK Yonge's Director or Director's duly authorized representative. PK Yonge reserves the rights to all concessions and sale of novelties of every kind or nature. Novelties may be sold by a duly authorized representative of the performing artist or group using the Venue, with the approval of the PK Yonge, with twenty percent (20%) of the net gross sales to be retained by PK Yonge. The Seller is to collect and remit Florida State Sales Tax. All insurance and liability covenants within this document apply to concessionaire as well as Producer.

10. Contracts with Performers

Producer certifies and attests that it has, and will maintain in force throughout the Event, a valid, fully and properly executed, and compatible contract with the performers whose services form the basis for its desire to use the Venue, when appropriate.

11. Copyrights and Royalties

Producer agrees to assume all costs arising from the use of patented, licensed, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights that may be incurred as a result of any performances presented during the Event and any other performance rights, including but not limited to monies payable to the American Society of Composers, Authors and Publishers, [that may be incurred as a result of any performances presented during the Event]. Producer agrees to indemnify, defend and hold harmless the State of Florida, the Florida Board of Governors, the University of Florida Board of Trustees and PK Yonge from any claims or costs, including legal fees, which might arise because of the use or claimed use of such material.

12. Observance of Law

- A. Producer agrees to obey and observe, with respect to its use of the Venue, all laws of the United States and the State of Florida, all applicable ordinances and rules of the County of Alachua and City of Gainesville, and their respective administrative departments and agencies, all rules and regulations adopted by the University of Florida Board of Trustees and by PK Yonge for the governing, management and regulation of the Venue, and to require the same from its employees, contractors, guests, and all other persons for whose conduct it is responsible or over whom it exercises or has authority to exercise control.

- B. No pyrotechnics, open flame, fire effects or any incendiary devices will be permitted without prior written permission by PK Yonge's Director. Any and all such use permitted will require, at Producer's expense, having a licensed pyrotechnician on site for all rehearsals and performances to oversee any and all uses contained in this clause. Any suggestion by Producer, Producer's agents, or employees, that the audience light matches or other combustible material in unison will also be regarded as a breach of this agreement.
- C. Producer warrants that s/he has received, read and disseminated to Producer's appropriate agents or employees the PK Yonge PAC Facility Policies and Procedures Manual specific to the Venue. Producer agrees to abide by all policies and procedures outlined in said manual.

13. Control of the Venue

It is understood and agreed that PK Yonge hereby reserves the right to control and manage the Venue and to enforce all necessary and proper rules for its management and operation. The PK Yonge Director and his/her employees shall have free access at all times to all spaces occupied by Producer, for the purposes stated herein.

14. Tickets

- A. Admission Price: It is agreed that this Event will be <Free/Paid> Admission. Producer must contact PK Yonge's Event's Coordinator at (352) 392-1554 ext. 260 to discuss Event Ticketing Information.
- B. *Printing*: PK Yonge agrees to provide printed tickets for the seating requirements of the Venue at a charge of \$1 per ticket. Details can be found in the Event Ticketing Information Contract. Tickets cannot be sold or picked up for distribution unless this Rental Agreement has been fully executed and the deposit received by PK Yonge.
- C. *Free Events*: Some Free Events will be ticketed to regulate the number of people admitted into the Venue. Producer must print and distribute free tickets.
- D. *Venue Capacity*: No tickets or passes in excess of the seating capacity as determined by the PK Yonge in compliance with applicable fire codes for the Venue will be permitted.
- E. *Complimentary Tickets*: Complimentary tickets shall be limited to an amount consistent with good business practice. In addition, PK Yonge reserves the right to utilize up to twenty (20) complimentary tickets for the Event when deemed appropriate and in the best interest of the Venue. PK Yonge will maintain accurate records as to the distribution of PK Yonge complimentary tickets.

15. Advertising and Promotion

Producer agrees that no advertisement or promotion shall commence until such time as PK Yonge is in receipt of a signed copy of this agreement and deposit as specified in Paragraph 3. **All media advertising must be approved in writing by PK Yonge's Director or his/her designee before its appearance before the general public.** Producer agrees that all advertising for the Event will be honest, accurate and true and will include precise information of show times and ticket prices and service charges. Producer will coordinate with PK Yonge information on show times, ticket prices and advertising schedule. Producer shall have the right to engage in special promotions only as provided herein.

16. Motion Picture, Radio, Television Rights.

Subject to copyrights and other similar rights held by third parties, Producer shall have the right to negotiate and enter into agreements for the granting of motion picture, radio or television rights in connection with the Event.

17. Cancellation

- A. *Public Safety*: PK Yonge shall retain the right to cancel or interrupt the Event or portion thereof when in the sole judgment of PK Yonge's Director or Director's duly authorized representative, such act is necessary in the interest of public safety. Should it become necessary, in the judgment of PK Yonge's Director or Director's duly authorized representative, to evacuate the Venue for reasons of public safety, Producer shall retain possession of the Venue for sufficient time to complete the Event without additional rental charges, providing such time does not interfere with another previously scheduled use of the Venue, and Producer hereby waives any claim for damages or compensation due to such occurrence. PK Yonge shall retain the right to cancel or interrupt the Event or portion thereof when in the sole judgment of PK Yonge's Director, such act is necessary in the interest of the PK Yonge, and Producer hereby waives any claim for damages or compensation due to such occurrence.
- B. *"Act of God"*: Neither party shall be liable to the other party for the failure to perform any of the terms and conditions of the Agreement when such failure to perform is attributable to and caused by an "Act of God," including but not limited to circumstances limiting the ability of the performers or other personnel to travel, war, terrorism, strikes, riots, civil disorder, sabotage, power failure, injunction and fire.
- C. *Purpose*: The Venue is to be used only for the purposes stated herein, and any misrepresentation in obtaining this Agreement, or use of premises for other purposes shall be sufficient grounds for immediate cancellation of the Event by PK Yonge, without liability to PK Yonge, without obligation of PK Yonge to refund any deposit, and without any loss of any right or claim of PK Yonge against Producer.

18. Assignment and Oral Representation

- A. *Assignment*: Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.
- B. *Oral Representation*: No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this document shall be deemed to exist or to bind any of the parties hereto. House Manager is to have full authority during the Event and must hold to all terms in this agreement.

19. Indemnification

Producer shall protect, maintain, save and hold harmless the State of Florida, the Florida Board of Governors, the University of Florida Board of Trustees and PK Yonge, their officers, agents, servants and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about the Venue (including any portion thereof which Producer has not been given the right to occupy or use pursuant to the terms of this Agreement) or which may arise or in any way grow out of any act or omission of Producer, its agents, subcontractors, servants, employees, invitees and patrons' use and occupancy of the Venue.

20. Applicable Law

The construction and interpretation of this Agreement shall be pursuant to the laws of the State of Florida.

21. Notices

All notices, consent or approval shall be provided in writing to the following addresses:

To Producer: <Contact Name>
 <Company>
 <Address>
 <City, State Zip>

To PK Yonge: Performing Arts Center
 1080 SW 11th st.
 PO Box 118530
 Gainesville, FL 32611-8530

Attention: Carrie Kelsey

21. Breach of Contract

Breach of one or more clauses in this Agreement by Producer shall constitute forfeiture of the Producer’s deposit, result in possible cancellation of the Event being contracted herein, and jeopardize future use of the venue.

22. Agreement

A. This Agreement includes all the terms and conditions agreed upon by the parties and no oral commitments or representation shall be valid or binding upon the parties. This Agreement may not be modified in any manner except by written modifications signed by both parties.

B. Signator for Producer warrants that he/she has full legal authority to act and contract on behalf of the Producer and all Event participants.

FOR PRODUCER

Executed this _____ day of _____ 200 _____

By _____
Producer

Federal Employer Identification Number

**FOR THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES for the benefit of
P.K. YONGE DEVELOPMENT RESEARCH SCHOOL**

Executed this _____ day of _____ 200 _____

By _____
John E. Poppell
Vice President, Finance and Administration

Acknowledged:

E. Sherwin Mackintosh, Director
PK Yonge Performing Arts Center

Frances Vandiver, Director
P.K. Yonge D.R.S.

Appendix 1

Rental Fees per Hour

Non-Profit Organizations (must provide proof of status)

	Rehearsal Time	Performance Time
Mainstage	\$25.00	\$50.00
Chorus Room	\$10.00	\$10.00
Band Room	\$10.00	\$10.00

For Profit Organizations

	Rehearsal Time	Performance Time
Mainstage	\$50.00	\$100.00
Chorus Room	\$20.00	\$20.00
Band Room	\$20.00	\$20.00

Labor Fees

House Manager	\$20 per hour-worker
Technical Supervisor	\$20 per hour-worker
Additional Technical Labor	\$15 per hour-worker
Security Guard/Parking Attendant	\$25 per hour-worker
Maintenance	\$50 per rehearsal day, \$100 per performance day, \$10 per day for classroom use
Ushers	\$6.00 per hour-worker
Head Ushers	\$7.50 per hour-worker
Ticket Sellers	\$8.50 per hour-worker

Equipment Rental Fees

Item	Rental Cost
Chorus Risers	\$50.00
Piano (tuning not included)	\$100.00
Piano tuning	\$70.00
Podium	\$25.00
Projection Screen	\$50.00
Orchestra Shell	

Appendix 2

GUIDE FOR PURCHASING INSURANCE COVERAGE FOR SPECIAL EVENTS AT THE UNIVERSITY OF FLORIDA

Special events insurance is designed to provide financial protection should there be damage to UF property or injury to attendees/spectators during a special event. Most events are insurable by the University carrier and the insurance aspect will be processed by your venue and included in the cost of the event. Many events proposed by potential users include activities that the University's carrier specifically excludes from coverage. These include:

Aircraft or Balloon Events	Tractor Pulls/Truck Pulls	Pyrotechnical or Firework Shows
Pro-Sporting Events	Rap Concerts	Circus and Carnivals
Heavy Metal Concerts	Rock Concerts	Mechanical Amusement Devices
Motorized Sporting Events	Boxing, Wrestling, Hockey, Contact Karate	Other events as determined by the carrier

In cases where the normal carrier denies coverage, alternate coverage must be purchased. The inability to obtain appropriate special events insurance for a planned event will result in disapproval for the event. Begin the process of securing insurance coverage early in your event planning process to ensure all aspects of the event are insurable. Some specialty vendors may provide insurance for their portion of an event but the entire event must be covered.

The alternate insurance must meet the following requirements.

- Limits \$1,000,000 on Bodily Injury and Property Damage.
- The carrier must be licensed to do business in the State of Florida and possess at least a "B" Best Rating.
- The policy must name as additional insureds:
 1. the State of Florida
 2. Florida Board of Education
 3. Florida Board of Governors
 4. University of Florida Board of Trustees and
 5. the University of Florida

Appendix 2 (cont.)

Insurance certificates must be provided for review and approval seven (7) business days in advance of the event. These certificates must be provided directly by the agency or carrier by mail or fax to:

Office of Risk Management
Environmental Health and Safety
University of Florida
P. O. Box 112190
Gainesville, FL 32611
fax 352-392-3414

LOCAL INSURANCE AGENCIES THAT MAY PROVIDE THE NECESSARY SPECIAL EVENT COVERAGE

Scarborough Company Insurance Inc.	377-2002
Sunshine State Insurance	371-9696
Johnson & Fletcher Insurance Inc	373-4381
Rubicon Insurance & Risk Management	377-0474

Estimate of Charges
For Use of The
PK Yonge Performing Arts Center

Event: _____
Rental Date(s): _____
User: _____

Estimate Actual

Rental Charge at Performance Rate ()

6% FL Sales Tax on Rent

Technical Supervisor ()

Technical Labor (if not providing)

Maintenance ()

House Manager ()

Box Office Fee

Ticket Sellers

Ushers ()

Insurance

University Police Department ()

Total Estimated Center Charges

The above figures are only estimates. You will be charged actual costs. Above costs do not include catering, marketing or any other direct costs associated with this event.

Agreed to and accepted by for:
