



**BROWN GRAND OPERA HOUSE, INC. RENTAL CONTRACT**

Please note: Rentals are NOT confirmed until this agreement is signed by a person with authority to bind the organization to a legal contract and returned with required signatures along with rental fee.

This details an agreement between Brown Grand Opera House, Inc. and

\_\_\_\_\_

Date of Event \_\_\_\_\_ Load In Time \_\_\_\_\_ Load Out Time \_\_\_\_\_

Start Time of Event: \_\_\_\_\_ End Time of Event: \_\_\_\_\_ Amount of People Expected \_\_\_\_\_

**Base Rental Fees (5-hour block of time):**

**\$400** for Cloud County residents • **\$1,000** for those outside of Kansas

A **\$100** non-refundable deposit is due to secure the rental, and the remaining balance of rental is due one (1) week before the rental date. This rental fee is non-refundable should the potential Tenant cancel within 30 days of the event. The rental fee includes one (1) Brown Grand Opera House, Inc. staff member to operate sound, lights, and theatre use. This is for a 5-hour block of time, but more time is available for \$100 for each additional hour.

**Ticketed events:** A **10% fee of total ticket sales** will be paid in addition to the rental fee for any ticketed events. For non-profit organizations, however, only the rental fee or 10% of ticket sales will be charged, whichever is greater.

**Fee Calculator:** Select the desired options below, and then carry over the fees to the total column on the right.

Need	Options & Services	Fees
X	Base Rental Fee: \$300/\$400/\$550	
	Additional Rental Time: Number of hours beyond the 5-hour block _____ x \$100 =	
	Additional Brown Grand Personnel: \$20/hour per person, _____ Hours x _____ Personnel =	
	Use of Movie Screen and Projector: \$40	
	Use of Grand Piano(s): Tuning cost \$100 + \$25 usage fee = \$125/each	
	Use of Scenic Drop: \$25 per drop _____	
	Use of Kitchen: \$30, must be cleaned at end of event	
	Brown Grand concession service option: Candy, popcorn, snacks, bottled water	Free
	Ticketed Event: Ticket prices _____	10%
<b>Call Theatre Director for any additional requests: 785-243-2553.</b>		
<b>Total Fees</b>		
Contract and deposit		-\$100
<b>Remaining Balance</b>		
<b>Remaining Balance due by</b>		
		(One week before rental date)

Please let us know what props, sound, and lighting will be used for this event:

\_\_\_\_\_

By signing this agreement \_\_\_\_\_ states they:

1. have authority to bind the Tenant Organization to a legal contract,
2. have read all pages of this Rental Agreement,
3. will abide by all stated conditions, terms and policies designated by Brown Grand Opera House, Inc.,
4. also agree to pay replacement costs of any equipment or damages to the facility during this use.
5. **HOLD HARMLESS:** Tenant also agrees to hold harmless and defend the Brown Grand Opera House, Inc., its board members, employees, and volunteer staff, from any and all liability based on claims for personal injury and or property damage or theft that may arise out of the Tenant's negligent acts or omissions during this use.
6. understand the cancellation policy: If the event needs to be cancelled then written notification to the Brown Grand Opera House, Inc. is required and up to 30 days prior to the event date there will be a refund of rental fee minus deposit, from 30 days and under full fee is forfeited due to the scheduling of events and loss of potential rentals that could've been on the cancelled date.

Tenant Organization: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Phone : \_\_\_\_\_

**Brown Grand Opera House, Inc.**  
**RENTAL CONTRACT TERMS OF USE**

In the following conditions and policies apply for the use of the Brown Grand Theatre:

1. Check in and Check out INSPECTION: A contact person with legal authority to sign for the Tenant Organization will participate in a Check In process with a designated Brown Grand Theatre staff person prior to any event set up. The same representative of the Tenant Organization will participate in a Check Out process with a Brown Grand Theatre staff person after all event set up has been cleared and cleaning completed.
2. EQUIPMENT MUST BE REQUESTED IN WRITING WITH THE RENTAL AGREEMENT: Agreement for use of any Brown Grand Theatre equipment implies an agreement to return all equipment in the condition in which it was prior to Tenant use. With the signature of the responsible agent on the Rental Agreement, Tenant agrees to be fiscally responsible for any repair or replacement costs of equipment damaged during the contracted use.
3. All events must end by midnight.
4. Food and drink are allowed on stage or in the entry way with approval by the theater manager. **Please use caution when consuming liquids on the stage. If the curtains get any moisture on them, it compromises their fire proofing!**
5. BROWN GRAND THEATRE IS SMOKE FREE, VAPE, E-CIGARETTE, AND PEANUT FREE.
6. If more than one staff person is required to be present during use of the building by the Tenant this will be reflected in the rental use fees for the engagement.
7. Tenant will arrange for supervision for audience members 12 and under.
8. Maximum seating for events is 536 - no exceptions.
9. Brown Grand Opera House, Inc. is not responsible for the printing of tickets or ticket sales for Tenant Organizations renting the building. Arrangements can be made to sell tickets through Brown Grand Opera House, Inc. for additional fees.
10. FIRE EXITS WILL NOT BE OBSTRUCTED! It is the Tenant's responsibility to ensure fire exits are not obstructed by equipment or materials INSIDE OR OUTSIDE the theatre at any time.
11. PUBLICITY: The Tenant is responsible for all publicity for this event. Arrangements can be made for promotions through the Brown Grand Opera House, Inc. for additional fees.
12. CLEANING: The Tenant will return the Brown Grand Theatre in the condition that it was found. If not cleaned appropriately the cleaning charge of \$100 will be billed by the Brown Grand Opera House, Inc..

13. Tenant agrees to indemnify (pay back/reimburse) the Brown Grand Opera House, Inc. and the City of Concordia from any loss, liability, damage or cost they may incur due to their presence at the Brown Grand Opera House, Inc. in Concordia, KS, whether caused by the negligence of the Tenants or otherwise.
14. Tenant acknowledges he/she understands and assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of Tenants or otherwise while in or upon the site location of the Brown Grand Opera House, Inc. and the City of Concordia while participating in the above-mentioned event.
15. This agreement only covers the stage, seating and the dressing rooms. Use of anything else in the Theatre requires authorization from Brown Grand personnel: sound, additional lights, piano, basement, area above stage, Napoleon drop, scenery, projection screen, and kitchen.
16. Concession services can be used with prior notification and all sales go to the Brown Grand Opera House, Inc. There is no fee to use these services. No outside concessions are to be used or sold.

I, the onsite responsible person for the attached rental, have read and agreed to the above conditions of use:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brown Grand Management Signature

\_\_\_\_\_  
Date

**Brown Grand Opera House, Inc. Use Only:**

Rental Tenant: \_\_\_\_\_ Rental Balance Received: \_\_\_/\_\_\_/\_\_\_

Check Number: \_\_\_\_\_ Contract/Deposit Received on: \_\_\_\_\_