

BROWN GRAND THEATRE RENTAL AGREEMENT FOR WEDDINGS

To be used for special events including, but not limited to, weddings

Brown Grand Theatre, 310 W 6th St, Concordia KS, 66901

This is an agreement between the Brown Grand Theatre and _____

_____ hereafter referred to as the Renter in this contract.

Time of event _____

Name of key contact(s) _____

Mailing Address _____

Phone _____ Cell _____ Email _____

The renter agrees to the following terms regarding the use of the Brown Grand Theatre for special event rental. Please initial each charge:

Tenancy Period: _____

From _____ to _____ (**eight-hour block between 8 am and 10 pm**). If consecutive additional hours are needed beyond the Tenancy Period, the cost is \$30 per hour or any portion of an hour based on availability. *Such usage must be requested and paid for in advance. **\$250 due as deposit with \$100 of that being nonrefundable and balance is due a week before the date of tenancy.*** Renter shall pay a regular rental fee of:

_____ \$800 special event wedding rental (INCLUDES DECORATING THE DAY BEFORE DURING OFFICE HOURS AND 2 HOUR REHEARSAL THE NIGHT BEFORE, 4 HOUR CLEANUP ON FOLLOWING DAY)

_____ \$50 per hour additional rent: _____ hours (See Items #17, 19, 20)

Other charges (arrangements must be made in advance)

_____ \$25 Grand piano – tuning additional cost -\$125 (See Item #3)

Total Amount due: _____

The renter releases and waives all causes of action and rights of recovery against the Brown Grand Theatre, or against the officers, Board of directors, and employees, for any loss, injury or damage to the renter or the renter's property at the time of such loss, injury or damage.

Renter acknowledges that the furnishings and fixtures of the Brown Grand are of historical value and significance. Accordingly, the renter shall use extreme care to ensure that there is no damage to the premises, furnishings, and fixtures therein. In the event of damage to the said premises, renter is liable for the cost of the repair/replacement of same.

Brown Grand House Policies/Conditions for special events:

1. No changes or modifications may be made to the stage, backstage area, orchestra pit or bridge, without the express permission of the Board of Directors. IF such permission is authorized by the board, the theatre MUST be returned to the original condition following the final performance. A deposit of \$200 is required once permission for modifications is granted. It will be refunded upon assurance that the theatre has been returned to original condition.
2. Operation of dimmer board and sound system is limited to persons authorized by the Brown Grand Board of Directors. Arrangements for use of the sound system, along with a Brown Grand employee to operate, must be made in advance.
3. The Mason-Hamlin grand piano is tuned at appropriate intervals. Any special tuning required is the financial responsibility of the renter but must be arranged through the Brown Grand Manager in advance. Fee for piano use is \$25. The cost of the piano tuning is \$125.
4. There is NO SMOKING or VAPING in the Theatre. Renter is responsible for enforcing this policy.
5. Children under the age of 12 must be under the direct supervision of a responsible caretaker at all times. Every effort must be made to curtail ANY inappropriate behavior and to encourage proper theatre etiquette, whether as a performer or an audience member.
6. Chairs, tables, and podium are available at no charge with advanced request. The wooden box seat chairs are the original box seat chairs from 1907 and MUST not be used for seating. Renter is responsible for set up and removal of all items used.
7. Decorations are only permitted in lobby area and onstage. Do not use staples, tacks, tape, etc, while decorating the theatre. No rice, bubbles, flower petals, etc, may be used in the building or the outside premises. Silk flower petals may be used in the wedding ceremony if they are collected afterwards. Brown Grand staff has the authority to deny any decorating efforts that he/she feels might be detrimental to the building's interior. Use of open flames or pyrotechnics is prohibited.
8. The basement, catwalk, and pin rail are off limits AT ALL TIMES to all but authorized Brown Grand personnel.
9. The Brown Grand seats 534. All audience members must be seated in accordance with fire safety codes. No chairs are allowed in the aisles, no sitting on steps, and no standing room is allowed.
10. Nothing is to be thrown to or from the balconies.
11. DO NOT adjust or patch in lights or change thermostat settings. If adjustment is needed, notify the Brown Grand Staff.
12. Because sound vibrations may cause possible harm to the architectural structure of the Brown Grand building, performance volume will be kept at a moderate level.
13. Dressing rooms, restrooms, and all stage area will be returned to original state by renter following final performance.
14. All garbage and refuse generated by renter will be removed from the Brown Grand by the renter. Trash cans are located on the south side (alley side) of the Theatre. In the event the facilities are not cleaned and any refuse generated by the renter is not disposed of properly, the renter agrees to pay the Brown Grand \$30 per hour or portion thereof to restore the areas to the original state and remove the refuse.
15. Regular office hours may be used at no charge, if there are no conflicts, to decorate. Arrangements for additional use beyond open hours will be billed at \$30 per hour for up to 2 hours total. Otherwise, the Brown Grand will consider theatre usage as an additional rental and will charge the \$300 rental fee.
16. Brown Grand personnel shall be available to advise Renter on use of the Brown Grand Theatre's property and equipment.
17. The Brown Grand is accessible to disabled audience members on the orchestra level, northwest door. The stage is accessible through the west entrance.
18. 30-day notice is required for refund minus the \$100 nonrefundable part of deposit on theatre rental.
19. Renter represents and warrants that the renter has full authority to execute this agreement and carry out the terms herein; that the Renter agrees that they have obtained the rights, licenses, privileges, and permissions necessary for production of the event, as contemplated herein and shall not in any way

infringe upon any copyright, common law right, literary, dramatic, or any other right of any part not, to the best of the renter's knowledge constitute a libel, defamation of, nor invasion of any rights (including without limitation privacy or publicity), of any third party.

20. Except to the extent arising out of or resulting from the Brown Grand Theatre's gross negligence or willful misconduct, or any breach by the Brown Grand of any covenant or warranty contained herein, the renter shall defend, indemnify, and hold harmless the Brown Grand Theatre and any member of its staff, officers, or member of the Board of Directors against any loss, expenses, damages, liabilities, claims, penalties, cost and obligations (including reasonable attorney's fees and expenses), and any amounts paid in settlement with the written approval of the Renter arising from:
- Loss or damage to any personal or real property brought on to the premises related thereto.
 - Any injury or harm caused to personnel working on the premises related thereto.
 - Renter's breach of any of the representations, warranties, or covenants made by the renter in the agreement.
21. This agreement supersedes any prior agreement, whether written or oral, between the parties with respect to the subject thereof and may not be modified except in writing signed by both parties. Wherever the agreement requires consent, approval or agreement by a party, such consent, approval or agreement shall be made by the party reasonably and in good faith.
22. No fire is allowed. No burning candles allowed.

IN WITNESS THEREOF, the undersigned have executed this agreement on the date and year written below.

Signature of Renter

Date

Signature of Brown Grand Rep

Date

Every effort will be made to contact Renter in case of an emergency: please supply an alternate telephone number: _____

In case of emergency, Renter may contact: Melissa Swenson (913-285-0652). Brown Grand Board reserves the right to waive fees.