



BALDWIN COUNTY SCHOOLS

110 North ABC St.
Milledgeville, GA 31061
(478) 457-3303

EXHIBIT B

RENTAL CONTRACT

This agreement is dated _____, 20____ and is between the Baldwin County School District, a political subdivision of the State of Georgia, acting by and through the Baldwin County Board of Education (the “Lessor”) and

_____ (the “Lessee”).
[Legal entity leasing the Center]

Title of Event: _____

The facilities will be made available for set-up on:

Rehearsal: _____

Rent: _____

Lessor agrees to rent Baldwin County School facilities to the Lessee according to the following terms and conditions:

The Baldwin County Schools facilities (the “Facility”) will be furnished, heated, lighted, cleaned and in good order with all permanent equipment. Additional personnel or other necessary special services or equipment for the event, will also be provided by The Facility management but paid for by the Lessee. Outside technical personnel must be approved by The Facility management.

The Facility reserves the right to make announcements pre-event and during breaks and distribute information which would relate to future events. The Facility is also entitled to make such announcements as it may deem necessary at any time in the interest of public safety.

This agreement does not limit or restrict the Lessor’s right to control and manage The Facility and enforce all reasonable rules for the management thereof. Lessor specifically reserves the right to operate and control all aspects of sound/audio, video and lights. Lessor may further use, during the period covered by this agreement, any portions of the licensed premises for any purpose whatsoever, provided that such uses shall not interfere with the use herein contemplated by the Lessee.

Lessor reserves the right to terminate this agreement without cause whenever in its judgment a performance contemplated herein is objectionable or contrary to the public interest, or estimated expenses are not paid as scheduled, or in the event of default of any term or condition herein by the Lessee.

Lessor will exercise reasonable care to safeguard property of Lessee while in The Facility, but shall not be liable for any loss or damage of the personal property of the Lessee, its officers, agent, employees, representatives, volunteers or guests.

Lessee agrees that it will assume the following responsibilities:

1. Lessee agrees to pay rent and all presentation expenses as defined herein.
2. Eighty percent of the estimated event expenses, including but not limited to rent, service fees, and set-up charges shall be paid to Lessor at least ten working days before the event. Upon signing this agreement a deposit of \$200.00 is due. This is forfeited should this date not be used.
3. The balance of the presentation expenses and any additional amounts due over the estimated costs shall be paid within (10) days after receipt of the adjusted expenses statement by Lessee. If remainder of the balance is not paid within 10 days, a penalty of 5% of the total rental expenses will be added.
4. Lessee shall not be excused from the payment of the entire fee provided herein, nor for the payment of the presentation expenses because of its failure, for any reason, to use The Facility as contemplated by this agreement.
5. Lessee shall defend and hold the Lessor harmless for any claims or causes of action or expenses in connection therewith arising from Lessee's failure to present as scheduled the events contemplated by this agreement.
6. Lessee shall provide one chaperone per ten children under the age of 18 if children are involved.
7. Lessee shall allow time on move-in day for all responsible parties to receive a safety and equipment use and care presentation from The Facility management.
8. Lessee shall provide a copy of the contract with the artist(s) to be presented prior to the execution of this agreement.
9. Lessee will conform to The Facility guidelines concerning sale of concessions.
10. Lessee will conform to The Facility guidelines concerning videotaping or filming of a performance.
11. Lessee agrees that Lessor must approve all publicity or promotional materials before any such materials are distributed.
12. Lessee shall provide a complete list of equipment needs at least two (2) weeks in advance of the event.
13. Lessee agrees that the load-in, setup, clean-up, and load-out shall be at the times specified. In the absence of such a specification, all load-ins and load-outs must take place immediately prior to and following the event. Should the Lessee fail to perform at the time(s) specified, The Facility may remove and store all equipment and property at the Lessee's expense and risk. The Facility may require earlier clearance if another event is scheduled.
14. Lessee agrees to allow a total of fourteen seats per show to be used by The Facility at no charge.
15. Lessee shall procure and maintain during the entire term of its use or occupancy of The Facility, Commercial General Liability with a minimum limit of liability of \$1,000,000 per occurrence, Combined Single Limit, Bodily Injury (including personal injury) and Broad Form Property Damage Liability, naming the Lessor as an Additional Insured to such liability insurance policy. Lessee will also procure and maintain Workers Compensation insurance to State of Georgia statutory limits and Employer's Liability insurance with a minimum limit of liability of \$100,000 per accident for any and all employees. Certificates of Insurance evidencing the above described insurance coverage must be provided to The Facility with the return of this contract.

16. Lessee shall maintain strict compliance with all United States copyright laws and shall furnish evidence of any required licensing agreements with ASCAP and/or BMI and any other licensing organization(s) at least ten (10) working days prior to the event.

17. INDEMNIFICATION. Lessee agrees to hold harmless and indemnify the Baldwin County School District, the Baldwin County Board of Education, and all of their agents, employees and servants from and against any and all claims for loss or damage to property or injury or death to persons arising from, connected with or occasioned by Lessee's use of The Facility regardless of whether or not such claims may have arisen, in whole or in part, from the negligence of the District, the Board, or their agents, servants and employees, such indemnity to specifically include the all costs of defense, including attorney's fees.

18. Lessee will not assign this agreement or any rights hereunder to any other person, firm or corporation without the prior written consent of the Lessor.

19. Lessee acknowledges that if any provision of this agreement or its application to any person or in any circumstances shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provision of this agreement.

20. Lessee agrees to be responsible for the payment of State and Local taxes that may be levied against the entertainment or activity being presented.

21. Lessee agrees to ensure that event staff will be the only users of the stage, stage wings, and any other designated rental space before, during and after an event.

22. Lessee agrees to use The Facility for the sole purpose specified herein, and for no other purpose and in accordance with all laws, ordinances, rules and regulations of appropriate governmental agencies having jurisdiction.

23. Lessee will take all necessary steps to insure compliance with the Lessor's policy of prohibiting the use of alcohol, drugs or tobacco products in the Facility.

24. Official notice required under any provision hereof shall be in writing and mailed or delivered to the parties at:

Lessor: Baldwin County School District
ATTN: Superintendent of Schools
110 North ABC Street
Milledgeville, GA 310561

Lessee: _____

Other responsible individual: _____

25. This agreement constitutes the entire agreement between parties, cannot be changed orally, and is interpreted in accordance with the laws of the State of Georgia.

Total fee is detailed on the attached Facility Use Application Form.

Execution of this agreement means Lessee has read and will comply with the terms and guidelines established for use of The Facility which are attached hereto and incorporated herein.

This agreement shall be binding only if executed by Lessee and returned to The Facility by _____(date). Should the contract not be executed and returned by such date, Lessor reserves the right to withdraw its offer to rent the Facility to Lessee.

After signing this agreement, please post the information on your website.

The parties have signed this agreement as of the date set forth in the introductory paragraph.

[LESSEE]

By: _____
Name:
Title:

BALDWIN COUNTY SCHOOL DISTRICT

By: _____
Name:
Title: _____
Phone #: _____
Email: _____

Federal I.D. or Social Security No. of Lessee: _____

FOR OFFICE USE

Facility Manager Signature _____ Date: _____

Principal's Signature _____ Date: _____

Superintendent's Signature _____ Date: _____

Date of Board approval _____