



JONESBORO'S CIVIC AUDITORIUM

THE FORUM THEATRE
115 East Monroe
Jonesboro, Arkansas 72401
870-935-2726

THIS AGREEMENT, entered into this day, _____, between THE AUDITORIUM COMMISSION, with reference to its Municipal Auditorium, hereinafter called "The Forum," and _____, hereinafter called "The User." The AUDITORIUM Commission agrees to rent The Forum in the city of Jonesboro, Arkansas, to The User, subject to the covenants and conditions set forth herein on the following date(s), hereinafter called "Activity Date": _____ for the following activity: _____.

The User agrees to pay a rental fee as follows for all Activity Dates: and Times: _____.

This agreement is made and entered into upon the following express covenants and conditions, all of which The User and The Forum Commission covenant and agree to keep and perform.

- (1) The Forum Commission of the City of Jonesboro, or its designated Director, shall represent The Forum with reference to the terms of this Lease and Contract. Unless otherwise specified, orally or in writing, the Chief Executive Officer (CEO) of The Foundation of Arts shall be the designated agent of The Forum Commission with reference to this Lease and Contract.
- (2) The obligation of The User to pay the agreed rental fee shall not be waived or discharged by reason of cancellation of the scheduled performance nor by any other cause except the inability of The Forum to provide The Forum for rental on the agreed date. In the event that The Forum is so unable to provide The Forum, The User agrees that its damages shall be limited to recovery of any advance rental fee paid by The User to The Forum and waiver by The Forum of the additional agreed rental fee.
- (3) The above rental fee includes the building – including dressing rooms, usual janitorial services, ordinary light and heat, two hand-held mics, and the use of the house seats and stage area in The Forum.
- (4) The following items and/or services may be provided at additional cost, if requested by the User and capabilities are available:
Ticketing, stage hands and spotlight operators; projection screen; colored or gelled lights; special lighting; spotlights; special sound, flyrail workers.
- (5) **The User shall not injure, mark, deface, or in any manner damage the said premises or other Forum property, and shall not cause or permit to be done anything whereby the said premises or property shall in any way be injured, marred, defaced, or damaged, and will not drive or permit to be driven, nails, hooks, tacks, screws, or any device into any part of said building, premises, or property, and will not make or permit to be made any alteration of any kind therein. In the event any such damage occurs, The User will pay any and all costs incurred to repair or replace anything damaged. The decision to replace rather than repair will be at the discretion of the Executive Director. *Glitter, hay, confetti, and flammable/combustible stage effects are NOT permitted in the building or as part of stage decoration.***
- (6) **In renting said Forum to The User, The Forum does not relinquish the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of same, and all authorized Forum employees may enter the same, and all the premises at any time and on any occasion.**
- (7) The User shall be given time to install exhibits and all exhibits shall be removed from said building promptly upon completion of the event. The user may not remove or cover promotional exhibits or any materials installed by The Foundation of Arts. The time that the user shall have access to the building shall be from _____ to _____. Additional time shall not be granted unless it is requested in writing prior to the day of the event and authorized in writing by The Auditorium Commission or its designated CEO. In the event that The Forum is not vacated by The User on the date specified, The Auditorium Commission or its designated CEO shall be and is hereby authorized to remove from the said Forum at the expense of The User, all goods, wares, merchandise and property of any and all kinds and descriptions which may be then occupying said Forum, and the Forum shall not be liable for any damages or loss to such goods, wares, merchandise or any property which may be sustained by reason of such removal, and The Auditorium Commission or its

- designated CEO is hereby expressly released from any and all claims for damages of whatever kind or nature, and The User hereby agrees to reimburse The Forum for all expenses incurred in such removal.
- (8) In the event The User wishes to erect special platforms, staging or structures, permission must be expressly obtained from the rental manager, who may require special conditions, and in the event such platforms, staging or structures are erected by The User, the expenses of such erection and removal shall be paid by The User and all damage to said building or furnishings caused by the erection or removal of such platforms, staging or structures shall be paid by The User.
 - (9) The User agrees that every person connected with any concert, entertainment, or other purpose for which said Auditorium is rented shall abide by, conform to and comply with all of the laws of the United States, State of Arkansas, and all the ordinances of the City of Jonesboro, Arkansas, and the rules and regulations of the City of Jonesboro for the government and management of said Forum, together with all rules and requirements of the Police Department and Fire Department of the City of Jonesboro, and will not do nor suffer to be done anything on said premises in violation of any such rules, laws or ordinances, and the failure to so comply shall constitute a breach of this Agreement and result in immediate termination of same at the option of The Auditorium Commission or its designated CEO. In this event, The Auditorium Commission or its designated Director may immediately terminate the performance and there shall be no refund of charge or rentals which have been paid.
 - (10) The User shall provide police and fire protections as deemed necessary by The Forum and the cost for such protection shall be in addition to the fees and rentals set forth herein and proof of such acquisition should be presented to The Forum before the event. The User shall have no jurisdiction or authority over such Police officers or Fire Department officials, and the Police or other authorized Forum officials or employees may refuse admittance to any patron of doubtful character or sobriety, or who is under the legal age requirement for the particular function. The Auditorium Commission or its designated Director reserves the right to eject any objectionable person or persons from said building and The User hereby waives any right and all claims for damages against The Forum or any of its agents.
 - (11) **In no event shall tickets to any concert, entertainment or exhibition be sold or disposed of in excess of the seating capacity of The Forum. The seating capacity is currently 658 persons.**
 - (12) The User shall permit no chairs or movable seats or any other obstruction to be or remain in the passageways, entrances, or exits, and The User will keep same clear at all times.
 - (13) The Forum reserves the right to sell or cause to be sold librettos, bouquets, refreshments, and other merchandise, to conduct a check room and to control programs, to make photographs for its own records, to display frames of coming attractions in the foyers, and The User shall not engage in any of the aforesaid businesses or activities without the written consent of The Forum Commission or its designated CEO. Fees or commissions payable to The Foundation of Arts for such activities shall be determined by The Auditorium Commission or its designated CEO.
 - (14) **No portion of the sidewalks, entries, passages, vestibules, halls, and all ways of access to public utilities of said building shall be obstructed by The User, and the doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, doorways, stairways, radiators, and house lighting attachments shall not be obstructed by The User. The toilets and water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Any damage resulting to them due to misuse of any nature or character whatsoever shall be paid by The User.**
 - (15) The Forum shall not be responsible for any property placed in said Forum by The User, his agents, servants, or employees, and The Forum is hereby expressly released and discharged from any and all liability, loss, injury or damage to persons or property that may be sustained by reason of the occupancy of The Forum under this agreement, and all watchmen or other protective services desired by The User must be arranged for by special agreement as provided herein.
 - (16) The User agrees to indemnify The Forum and The Foundation of Arts against any and all claims for loss, damage, or injury that may result from The User of The Forum, and will provide insurance, or make The Forum and The Foundation of Arts "additional insured", or a bond, in the of the amount of \$1,000,000 and type as required by The Auditorium Commission or its designated CEO.
 - (17) The Forum reserves the right to require deposits on all performances of 20% of the rental rates and for the full amount of the rental agreement in advance of the event. An event will not be reserved on the official event calendar until a deposit is paid.
 - (18) It is further understood that The Forum Commission or its designated Director may cancel and terminate this lease in the event the use of The Forum constitutes, in the opinion of The Auditorium Commission or its designated Director, a hazard to The Forum or endangers public health, welfare, or morals.
 - (19) Under no circumstance shall this Agreement be assigned.
 - (20) A violation by The User of any provision of this Agreement shall be a breach of the entire lease and contract, and The Forum Commission or its designated Director, may, at its option, immediately terminate same and the contracted rental fee shall be paid to The Forum as liquidated damages, and not as a penalty. The Forum shall be in no way responsible for any damages resulting to The User as a result of such termination.
 - (21) The term "The Forum" as herein above used, applies equally to the building herein under lease and to the contracting party, The Forum Commission, acting under Ordinance of the City of Jonesboro, Arkansas.

- (22) This contract incorporates by reference as one of its terms all of the Resolutions and By-Laws of The Forum Commission and such additional terms and conditions may be found in the minutes. By-Laws and Resolutions of The Forum Commission, acting under an Ordinance of the City of Jonesboro, Arkansas.
- (23) The Forum maintains all rights to beverage and food service. No other beverages or food are allowed in the building without the permission of Forum Management.
- (24) The rental party has the option of listing a promotional message on the north section of the marquee outside the Forum regarding said event (south side may be allowed as well if there are no conflicts with The Foundation of Arts programming). Message is limited to permitted space and time. Requested message is as follows: _____ . This message shall remain posted no more than 24 hours before the event.

The Forum requires a signature of acceptance on the attached Estimate of Expenses indicating acknowledgment and awareness of potential and probable charges, also noting additional charges may apply which are not included in the Estimate.

Accepted and signed _____ .

THE AUDITORIUM COMMISSION OF THE
CITY OF JONESBORO, ARKANSAS

By _____
(Executive Director or other Authorized Agent)
Kristi Pulliam

(User's Signature)

(mailing address of User)

(city) (state) (zip)

(residence phone number) (business or cell phone number)

RULES OF THE HOUSE

Following are some of the primary rules to remember during the time of your use of The Forum. The RENTAL PARTY is responsible for ensuring that every person who will be involved with the event knows, understands, and adheres to these requirements. Most of them are designed for your safety and convenience! The number in parenthesis directs your attention to the section of your contract that makes this stipulation.

- The Foundation of Arts Executive Director shall be the agent responsible for the terms of this contract. Any questions or requests about your event and/or your use of The Forum should be directed to him/her. **No other Forum employee may make equipment or time commitments** (item 1).
- Rental fees do not include the personnel or special stage equipment. If such people or equipment are necessary for the operation of your event, you shall be responsible for providing them, or The Foundation of Arts can provide them at an additional cost (item 4).
- **No nails, tacks, screws, or hooks may be driven or attached to any floor or wall in The Forum without express permission from the House Technician or Executive Director. Glitter, hay, confetti, and flammable/combustible stage effects are NOT permitted in the building or as part of stage decoration** (item 5).
- **The Forum Rental Manager must be notified as to the hours that you will need access to The Forum. Once these times are established, no variance should be expected. Please remember that The Forum is not open 24 hours a day, 7 days a week. We will help you in every way possible; however, staff commitments may not be possible with less than 24 hours notice** (item 7).
- **There shall be no smoking or tobacco products of any kind in the building (performers included). Further, no alcoholic beverages may be brought into the building or onto The Forum premises. In addition, no person under the influence of said substances shall be admitted.** (item 9)
- **Admission to the theatre may not be granted, nor tickets sold in excess of the seating capacity of 650** (item 11).
- All passageways, entrances, and exits must be kept clear at all times (items 12 and 14).
- No items may be sold by The User without consent of The Auditorium Commission or The FOA Director (item 13).
- The Foundation of Arts retains the right to sell concessions during intermission (items 13 and 23).