

**City of El Dorado
Municipal Auditorium
Rules and Regulations**

Definitions

1. **AGREEMENT** means the contract/AGREEMENT entered into by and between the parties
 - a. for purpose of leasing/renting the El Dorado Municipal Auditorium
2. **CITY OF EL DORADO MUNICIPAL AUDITORIUM RULES AND REGULATIONS**
 - a. Are made part of the **AGREEMENT** signed by the parties
3. **CITY OF EL DORADO CODE OF ORDINANCE** shall mean **CITY OF EL DORADO CODE**----- used by the public
4. **AUDITORIUM** refers to the **El Dorado Municipal Auditorium**
5. **LESSOR and/or CITY** shall mean the **City of El Dorado, State of Arkansas**
6. **LESSEE** shall mean organization, company, person, or partnership entering into this
 - a. **AGREEMENT**
7. **PARTIES** shall mean the **CITY OF EL DORADO** and the organization, company, person, or
 - a. Partnership entering into this **AGREEMENT**.
8. **YOU/YOUR** shall mean the organization, company, person, and/or its
 - a. Representatives, entering into this **AGREEMENT**
9. **EVENT** shall mean the scheduled use and occupancy of the Auditorium by **LESSEE**
10. **“MOVE OUT”** shall mean at the termination of leased period.

ASSIGNING OF AGREEMENT:

LESSEE SHALL NOT HAVE THE RIGHT TO ASSIGN THIS AGREEMENT.

EXHIBITOR shall not be permitted to rent, sublet, or grant use or possession of the El Dorado Municipal Auditorium without the written consent of the Mayor of the City of El Dorado and then only in accordance with the AGREEMENT

PARTIES:

The CITY OF EL DORADO (LESSOR) shall be deemed to have accepted the terms and conditions of this AGREEMENT upon execution by a City Official.

LESSEE: The organization, company, person, or partnership (hereinafter referred to as “LESSEE”) shall be deemed to have accepted the terms and conditions of this AGREEMENT upon execution by its authorized representative or if any individual by name. LESSEE’s representative who signs this AGREEMENT hereby confirms that he/she/they have the legal authority and power to sign on behalf of the organization, its members and officers.

LIABILITY:

The said LESSEE shall not injure, mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred, or defaced and will not drive or permit to be driven, nails, hooks, tacks, or screws into

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any part of said building and will not make and/or allow to be made any alterations of any kind therein. That if said premises of any portion of said building, during the terms of this contract, shall be damaged by the act or deed of the LESSEE, it's agent, employee, patron, guest, or any person admitted to said premises by the LESSEE, then the LESSEE shall pay to the Auditorium through the facility manager, on demand, such sums as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said premises or any portion of said building by the consent of the LESSEE, or by with the consent of any person acting for, or on behalf of said LESSEE.

In case the space as contracted for in the El Dorado Municipal Auditorium shall be destroyed or damaged by fire of the elements, or if any casualty of unforeseen occurrence shall render the auditorium unusable and thereby make the fulfillment of this contract by auditorium impossible, the auditorium shall not in any such case be held liable or responsible to the LESSEE for any damaged caused to him thereby.

INDEMNIFICATION:

YOU agree to indemnify, defend, and hold the City free and harmless from any and all claims for damages or personal injury or death including, but not limited to, all court costs, attorney's fees, payments, judgements, when such claims are the result of injuries incurred or sustained by YOU, YOUR staff, employees, members of YOUR organization, YOUR guests, invitees or other persons who come to the Auditorium during or because of YOUR event during the period covering the event or preparation or clean-up. In addition, YOU are responsible for any damages to the premises, fixtures, or equipment.

The CITY OF EL DORADO shall not be liable to the LESSEE for any damage, loss, or expense of any kind sustained by the LESSEE as a result of vandalism or malicious mischief.

DEPSOSITS AND FEES:

This AGREEMENT must be signed, and deposit made no later that two (2) weeks prior to the event.

50% of the total rental price is due at the signing of this AGREEMENT. This will act as a security and damage deposit.

Final payment of any fees incurred during the AGREEMENT is due seven (7) days after the event.

INSURANCE:

LESSEE at its own expense, shall secure and keep in full force and effect throughout the duration of the contract liability insurance coverage. Comprehensive general liability must name City of El Dorado as additional insured.

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LICENSES AND PERMITS:

LESSEE shall be responsible for acquiring and shall pay the costs of any and all licenses, excises, and permits as required by City and County ordinance and/or County or State law.

LESSEE shall acquire and pay the cost of any and all licenses and permits twenty (20) days prior to the event.

FLOOR PLANS:

Auditorium staff will design a floor plan for YOUR event. Once the floor plan has been designed and agreed to by the parties, said plan shall be submitted to the fire Marshall for approval. Should the fire Marshall require changes, the auditorium staff will cooperate in any way suggested for the utmost safety of its employees, guest, and LESSEE.

ALL CHANGES REQUIRED BY THE FIRE MARSHALL SHALL BE ENFORCED.

TYPES OF GROUPS:

- Rates for specific groups- SEE AUDITORIUM FEE SHEET

OUTSIDE SERVICES:

All outside services shall be provided by companies approved by Auditorium management.

OVERTIME:

Events that run beyond the scheduled agreed upon running time or after 2:00 a.m. shall be charged \$150.00 per hour.

PARKING/LOADING DOCK:

All vehicles illegally parked in marked fire lanes, loading docks, or ramps shall be towed at the owner's expense.

FIRE DETECTION AND REPORTING HAZARDOUS SITUATIONS:

Upon activation of a heat/smoke detector or sprinkler system in the Auditorium, an audible alarm will sound in the building and alarm notification will go to the designated Fire Department. The auditorium is equipped with illuminated exit signs powered by an emergency generator. If YOU discover a fire or hazardous situation, immediately call 9-1-1 and notify auditorium management.

LIVE ENTERTAINMENT:

A fully executed license AGREEMENT with any related contracts and/or riders pertaining to technical requirements, performing acts, and related information shall be received by the auditorium manager fourteen days (14) prior to the date of the event. The use of any special

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effects other than standard stage lights and auditorium equipment must be submitted for review and approval by the city and the fire department.

BANDS AND D.J.s:

LESSEE is responsible for the actions of any band or D.J. on the premises during an event. The band/D.J. shall remove all equipment by the time specified in the contract. If the band/D.J. does not vacate the premises by the time specified in the contract, the LESSEE shall be charged overtime rates set by the city.

NOISE LEVELS:

Auditorium management has the right to monitor all noise levels to prevent disruption or nuisance to other events.

PHOTOGRAPHY:

Auditorium management reserves the right to restrict photography on property at its discretion. All equipment shall be removed from the building when the event is over. No pictures are to be taken after time has expired.

KEYS:

No keys to the Auditorium shall be issued in connection with the AGREEMENT. The auditorium staff will open and secure doors at the beginning and end of each event as instructed by YOUR contract.

PRE-EVENT AND POST EVENT WALK-THROUGH:

A walk-through shall be conducted with auditorium management before and after the event to ensure the auditorium is safely set-up for guests, that the set-up adheres to the AGREEMENT specifications, and to note the condition of the Auditorium pre- and post- event.

PRE-EVENT AND POST-EVENT MEETING:

A pre-event meeting with auditorium management should be conducted five (5) days prior to the event. This will allow YOU to meet the auditorium staff that will be working with YOUR event. A post-event meeting to discuss the services received during YOUR event would be helpful to auditorium management.

RENTAL OF EQUIPMENT:

LESSEE is responsible for the cost of renting tables and chairs from the auditorium.

CANCELLATION:

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LESSEE shall be responsible for all administrative, cleaning, and set-up expenses. Incurred and/or related to the scheduled event. If said event is cancelled, total fees will not be automatically refunded. The following will be adhered to:

- Public calamity, fire, floods, or any other uncontrollable circumstances beyond the control of the LESSEE, releases the LESSEE from the fulfillment of this contract upon payment of any costs that may have accrued for service rendered or material used by LESSEE, prior to receipt of notice by Auditorium of LESSEE's desire to cancel this contract.
- Cancellation for other reasons will forfeit the 50% deposit on all prices, unless notification is received TWO WEEKS prior to performance date(s).

FOOD, DRINKS, AND ALCOHOLIC BEVERAGES:

No food or beverages will be allowed in the concert hall. NO EXCEPTIONS.

CLEAN UP:

LESSEE is responsible for removal of bulk trash, crates, pallets, packing materials, etc. prior to event opening and move out.

SOUND SYSTEM, STAGE LIGHTS, SPOTLIGHT(S), OTHER TECHNOLOGY:

LESSEE shall use Auditorium staff as operator for use of the auditorium sound system, spotlights, and light board.

To provide qualified personnel, (check if needed) for the purpose of connecting LESSEE'S sound and/or lighting equipment to the Auditorium's three phase power supply at a rate of \$100/hour.

The final expense to be paid for qualified personnel will be calculated once all services provided by said personnel is complete.

All auditorium equipment must be returned to original position at the end of the event.

DECORATIONS, SIGNS, AND SPECIAL DISPLAYS

No decorations, signs, banners, and similar materials shall be taped, nailed, tacked, stapled, or otherwise fastened to the ceilings, doors, walls, glass, columns, painted surfaces, or brick walls. Damages resulting from improper or unauthorized installation of advertising matter shall be removed by auditorium staff, and any costs associated with such removal shall be charged to the LESSEE. Posters are to be mounted on easels or individual holders ONLY.

An additional \$100.00 fee shall be assessed for the use of helium balloons.

No rice, soap, bubble solution, glitter, confetti, or similar materials shall be used as decorative items or for any other purpose inside or outside of the auditorium.

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No metal or plastic cleats are allowed in the auditorium.

No décor, signage or event identification shall be attached to the outside of the auditorium. To erect any of the above-referenced items in a “free-standing form” on the lawn or on the sidewalks requires pre-approval from auditorium management.

All signs, banners, lights, sound equipment, and/or decorations for installation in the auditorium requires approval PRIOR to move-in by auditorium management and shall be installed by auditorium staff or a city approved audio/visual company.

All posted signage shall be removed by LESSEE at the time of move out. If any LESSEE leaves materials in or on auditorium property, the LESSEE shall be billed for labor to remove said items.

All checks are deposited immediately.

RIGGING/HANGING OF LIGHTS, SOUND, ETC.:

No one shall rig and/or hang anything from the auditorium ceiling without the expressed written permission of auditorium management, who will deem the safety of the activity and load to be hung. Only trained auditorium staff will be allowed to operate the counter weight system.

NO SMOKING POLICY:

Use of tobacco products is strictly prohibited in any area inside the auditorium. The use of tobacco will be allowed outside in designated areas only.

FREIGHT:

Auditorium staff shall not accept shipment of freight materials and/or equipment for LESSEE(S). Freight may only be delivered to the LESSEE(S) during the rental term only. All equipment brought into the auditorium shall be delivered and removed at the loading dock areas and through the loading dock doors only. The auditorium does not have enough space for storage of goods for user groups or LESSEE(S) before, during, or after an event.

OWNER RIGHT OF ENTRY:

Auditorium staff and City officials shall, at all reasonable times, have the right to enter Authorized areas without providing notice to LESSEE in carrying out their official duties. All auditorium property shall always be subject to the City’s right to control.

SECURITY:

When beer is sold or served, there must be a minimum of eight (8) police officers from El Dorado Police Department on the premises. Officers must be paid \$25.00 an hour no later than one (1) week before the show.

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TREATMENT OF FLOORS IN EXHIBIT AREA:

In accordance with restrictions imposed by the city and in the interest of preserving the floor surface, the drilling of holes, attachments to or painting of floors, or any other defacement to floors or walls is strictly prohibited. LESSEEs wishing to lay floor covering must coordinate with and obtain prior **written** approval from Auditorium management.

FIRE AND SAFETY REGULATIONS:

Public/private events may require a Fire Marshall on duty during show hours, at LESSEE's expense, depending upon the number of attendees and/or the type of event.

- All aisles are to be kept clean, clear, and free of obstructions. No chairs or moveable seats or any encumbrance shall remain in any passageway or aisle.
- In NO EVENT shall more than 1711 patrons be allowed into the auditorium, exclusive of staff, concessions, and performers for the performance.
- Exits shall not be blocked or covered.
- Auditorium management reserves the right to designate points of entrance, exit and concession areas.
- No gasoline, kerosene, diesel fuel, or other flammable liquids may be stored, permanently or temporarily on premises.
- No re-fueling activity of any kind is permitted.
- LESSEE must meet State Fire Marshal codes for capacity, aisles and exits; the auditorium management reserves the right to limit crowds and seating below fire code maximums if deemed necessary.
- Safety of all occupants of the auditorium is of utmost concern: any and all unsafe conditions or activities, whether specifically listed in these procedures or not, will be brought to the attention of the responsible parties and corrective measures are to be made immediately; failure to cooperate will result in removal of the individual or group from the premises.

SALES TAX:

LESSEE is responsible for collecting and remitting any applicable city, county, and state sales and license taxes on public admissions and sales at the auditorium.

UTILITY SERVICES:

The city is the exclusive contractor for all utility services. All utility connections shall be made by the auditorium's in-house electrical technicians and staff.

LOST ARTICLES:

If property is found before, during, or after an event, it will be turned over to the auditorium management for safekeeping for a period not to exceed thirty (30) days.

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NOTICE: Auditorium management, staff, and/or city are not responsible for any lost or stolen property.

LITERATURE/LEAFLETS/HANDOUTS:

Distribution of any printed materials on the premises shall have prior approval by the auditorium management. An extra fee to clean-up any litter created by distribution shall be imposed.

ACCESSIBILITY:

LESSEE is responsible for reading, understanding, and complying with the Americans with Disabilities Act of 1990 and shall ensure that all activities in connection with this event complies with said act during the term of the lease. The auditorium is accessible to persons with disabilities.

WEATHER:

Lease, rental, and deposit fees will be refunded to persons or groups when their event has been cancelled by the city due to severe weather.

PROHIBITED ACTIVITIES:

- Any criminal activities, including but not limited to
 - possession of illegal or controlled substances
 - Use or possession of firearms of any kind
 - Speeding or reckless operation of vehicles outside or inside of building
 - Careless/reckless conduct of endangerment of persons or property
 - Horseplay or other activities, including but not limited to practical jokes or gum chewing that may result in harm to a person or property
 - No offensive, obscene, or illegal materials or acts may be displayed on the auditorium premises, including during rental term.

ANIMALS AND PETS:

Animals and pets are not permitted in the building without prior approval or auditorium management, except dogs certified to assist the physically impaired.

IMPORTANT INFORMATION:

The organization renting the El Dorado Municipal Auditorium will be responsible for obtaining the REQUIRED Fire Watch, Security, and/or Supervisor. The Fire Department does not charge for fire watch and the Police Reserves accept a donation for their services. Thank YOU for YOUR cooperation.

1. Brandon White Facility Supervisor

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- ~~870-866-3147~~
- 2. Fire Watch- Chief Chad Mosby
 - 204 N. West Ave.
El Dorado, AR 71730
870-881-4855 (work)
- 3. El Dorado Police Reserves- Scotty Points
 - 402 N. West Ave.
El Dorado, AR 71730
870-881-7570 (pg.)
870-875-1217 (home)
870-918-2131 (cell)

AGREEMENT:

The CITY OF EL DORADO has no commitment to the LESSEE whatsoever until an AGREEMENT has been executed by both parties and payment of the required deposit has been received. NO commitment for dates or space on behalf of the CITY OF EL DORADO shall be final until an AGREEMENT is signed by the LESSEE and accepted by the CITY OF EL DORADO.

YOU hereby acknowledge and confirm. that YOU have thoroughly read and reviewed the entire AGREEMENT and rules and regulations. YOU attest that YOU are familiar with all terms and conditions, and further YOU confirm and declare that YOU have the legal authority to sign on behalf of YOUR organization. YOU also attest that all statements made by YOU in the AGREEMENT are true to the best of YOUR knowledge, understanding, or belief. Any misstatement that materially affects the use of the Auditorium, whether purposeful, shall be grounds for the city to cancel this AGREEMENT without penalty OR cost to the City of El Dorado.

LESSOR: CITY OF EL DORADO

Facilities Manager Signature: _____

LESSEE Name (Please Print): _____

LESSEE Signature: _____

Date of AGREEMENT Start: _____

Date of AGREEMENT End: _____

El Dorado Municipal Auditorium
100 W. 8th St.
El Dorado, AR 71730
Monday - Friday 8:00 a.m. - 5:00 a.m.
(870)-886-4878

	<u>1-4 Hours</u>	<u>5-8 Hours</u>	<u>9-12 Hours</u>
501 c-3	\$ 400.00	\$800.00	\$1200.00
Rental Deposit (hold)	\$200.00	\$400.00	\$600.00
Non-profit	\$450.00	\$900.00	\$1400.00
Rental Deposit (hold)	\$225.00	\$450.00	\$700.00
Profit	\$509.00	\$1090.00	\$1600.00
Rental Deposit (hold)	\$250.00	\$509.00	\$800.00

**** Additional hours beyond contracted time or 2 a.m., whichever occurs, are charged at \$150.00/hour in accordance with**
***Non-refundable amount goes towards rental cost.**
In no event shall more than 1711 patrons be allowed into the auditorium; exclusive of staff concessions and performers for performance.

Clean-up Charge:
\$150.00/event concession
\$75.00/event without concession

	<u>Refundable Damage Deposit</u>	<u>Rental Fee</u>	
Lobby Only Rental	\$	\$300.00	No extra charge for meeting room if auditorium is rented.
Concession Area Rental	\$500.00	\$200.00	
Spotlight	-	\$100.00/show	
Sound	-	\$20.00/show per hour	
Lights	-	\$20/show per hour	
Trolley Rental	-	\$100 for 1 st hour \$20/each additional hour	
Piano Rental		\$100/performance	
(WHEN BEER IS SOLD):		\$25/hour each	Must be paid one (1) week prior to event.
Police Detail (minimum of 8 officers)	-		