



USE AGREEMENT

THIS USE AGREEMENT FOR THE PONCAN THEATRE COMPANY, INC., hereinafter referred to as **“AGREEMENT”**, is made and entered into on _____ **2023**, and between the **PONCAN THEATRE COMPANY, INC.**, an Oklahoma nonprofit corporation, 104 E. Grand, Ponca City, Ok. 74601 hereinafter referred to as **“LESSOR”** and:

Name of Individual or Organization: _____ hereinafter referred to as **“LESSEE”**.

Contact for Lessee:

Phone:

Email:

Address:

In consideration of the mutual promises, covenants, and conditions stated here, the parties hereto, intending to be legally bound, agree as follows:

- FACILITY USAGE:** Lessor grants to Lessee the use of the sections of the Poncan Theatre, located at 104 E. Grand, Ponca City, Oklahoma 74601, mentioned hereinafter and collectively referred to as **“FACILITIES.”**
- PURPOSE OF LEASE:** Lessee agrees to use of the **FACILITIES** and/or the **SERVICES** for the following purposes.

“ _____ ”

_____, 2023 from ____ PM to ____
for load-in, setup, soundcheck, performance, breakdown, and load-out.

The show will begin at ____ PM, and doors will open an hour before the show.

Lessee shall not assign or sublet this **AGREEMENT** or any interest herein or any right or privilege appurtenant hereto without first having obtained the permission of **Lessor**, which permission may be withheld in **Lessor’s** sole discretion.

- PAYMENTS:** The Poncan will require a deposit in the amount of \$100.00. The security deposit will be applied to your total rental fee. A security deposit must be submitted before your event is reserved on the calendar.

3. Payments continued:

Lessee shall pay to Lessor as follows:

FACILITIES: \$100 deposit
 \$875 remaining rental fee

Total Facilities: _____ \$970

CLEANING: \$100.00 per event

TOTAL: \$1,050

We also offer a service of **poster distribution** throughout Ponca City. Up to 100 posters may be delivered for a fee of \$70. Checks should be made out to Darcee Schwarz. Payment is required before distribution.

4. TECHNICAL SERVICES: The following are the technical services and equipment provided at no extra charge:

- a. Audio board (If run by a professional) and use of audio equipment
 (A list of audio equipment is available upon request.)
- b. Lighting board (if run by a professional) and stage lighting equipment
- c. Up to 3 tables and 6 chairs for merchandise sales

Any rewiring of equipment requires the supervision of a Poncan Theater employee or board member (not volunteer).

Our theatre often works with Stan Loughridge of S&D Music for our sound technician needs. His number is 580-761-3035. If working with Stan, please, write a separate check to S&D Music.

- 5. TICKET SALES:** All ticketed events must be sold through the Poncan box office and the Poncan Theatre website. The only exceptions on outside ticket sales must be approved by the Lessor's executive director. Tickets may be ordered by phone, in person, or through the Lessor's online ticketing. Comp tickets can be supplied at your prompting. Tickets will be available to the public at the date of the Lessee's choosing through the Poncan Ticket Office during office hours and through the Poncan's online ticketing services. The box office will additionally be open for ticket sales and Will Call 1 hour prior to show time. The house doors open 1 hour before the show begins. Up to 10 physical comp tickets may be supplied in advance to the Lessee. All other comps must be reserved over the phone or in-person by Lessee's representative.

Fees & Taxes: The Lessee shall receive a payment from the Lessor for each ticket sold by the Lessor. The Lessee's profit for all ticket sales through the Poncan box office and ticket office will be reduced to cover Oklahoma and local sales tax (9.25% combined). The credit card charges, online service charges, and taxes are passed to the customer via Ticket to the City services for all online ticket purchases.

The Lessor will also collect a \$5 box office fee for sales at the box office for all tickets over \$10. For tickets less than \$10, the fee collected for box office sales is \$2. This fee will be kept by the Lessor.

- 6. MERCHANDISE:** Any sales tax due from the sales of merchandise is the responsibility of the artist(s) or outside vendor. The Poncan Theatre is not responsible for the payment of taxes for the sale of Lessee's merchandise.
- 7. NO LIABILITY:** Lessor assumes no responsibility for losses suffered by Lessee, its agents, employees, or invitees, on or about the FACILITIES. Lessee agrees that Lessor shall not be liable for any or all liabilities that Lessee shall incur during Lessee's use and/or occupancy of the FACILITIES and save harmless there from.

8. **Cancellation:** Should the user / Lessee need to cancel the event, The Poncan Theatre must be notified in writing. Cancellations 30 days (or more) prior to the event will result in a 100 percent refund of the security and damage deposits. Cancellations 15 to 29 days prior will be refunded 50 percent of the security deposit and cancellations less than 15 days prior to the event will result in forfeit of security deposit. In all cases of cancellation, 100 percent of the damage deposit will be refunded. Where the use and/or occupancy is prevented by damage to the **FACILITIES** caused by fire or other natural or accidental causes.
9. **LIABILITY OF LESSEE:**
- a. **Lessee** hereby agrees to indemnify defend and hold **Lessor** harmless from and against any and all liabilities, claims, losses, expenses, injuries and damages of any kind to any person or property that arise as a result of **Lessee's** use and operation of **FACILITIES**, or as a result of the act or omission of any employee, agent, guest, contractor, invitee or **Lessee**.
- b. **Lessee** hereby agrees to be responsible for and pay any licensing fees, royalty fees and other costs for fees due to any third party by reason of any performance or presentation occurring during **Lessee's** use and occupation of the **FACILITIES** under this Lease; whether **Lessee** was the performer or presenter or whether it was some other party. **Lessee** agrees to indemnify, defend and hold **Lessor** harmless from and against any and all liabilities, claims, losses, expenses, injuries or damages relating to any such licenses, royalties or other costs or fees relating to a performance or presentation as aforesaid.
10. **CONCESSIONS:** All concession sales are revenue for the Poncan Theatre and are managed by theatre staff.
11. **FOOD AND BEVERAGE SERVICES:** **Lessee** agrees not to sell or give away any food or drink item during the **Lessee's** use and occupation of the **FACILITIES** unless agreed to by **Lessor** in advance. The Executive Director must be made aware of outside food or drink sales that will be made. This includes the sale of any alcohol. The Executive Director will make the final decision on what will be permitted. Water bottles will be allowed on stage.
12. **SMOKING POLICY:** The Poncan Theatre is a **NON-SMOKING** building. **Lessee** shall not permit the use of tobacco products anywhere on the premises. Vaping or smoking of marijuana products are also forbidden on the premises.
13. **ADVERTISING:** The lessee is responsible for marketing their own event. The Poncan will assist marketing efforts by sharing information on the event(s) on the theatre's web page, radio ads, social media accounts, and the theatre's marquee (if all components are functional). If there are multiple events on or around the same date, the Poncan has the discretion on marquee placement and duration.
14. **RESERVED RIGHT:** The **Lessor** reserves the use of the stage area, house sound and lighting system for the prescribed date and time as stated in the "purpose of lease." No obstruction will be allowed that would interfere with the movement and use of the movie screen.
16. **DUTIES OF LESSOR:** In consideration of the rental agreement to be paid by **Lessee**, **Lessor** shall provide for use, during the times stated herein adequate janitorial services prior to the lease date, existing standard lighting and sound systems, heating and air conditioning, and utilities.

17. **SIGNAGE/DECORATION:** Lessee shall not in any way alter the **FACILITIES** without the prior consent of Lessor's Director. To insure compliance with the limitation hereby imposed on the Lessee, Lessor reserves the right to place reasonable restriction upon or prohibit the affixation by Lessee of any nails, spikes, lighting, posters, signs, or adhesive-backed items such as stickers, tape, etc. to any part of the **FACILITIES**.
18. **SAFETY:** At no time shall any sets, scenery, displays or other impediments physically or visually block any exit or fire extinguisher. All public aisles and pathways must be clear of any and all obstructions. The following are prohibited from use: combustible materials, open flame, explosives, pyrotechnics or any similar materials. In addition, all activities are confined to the specific rented. In some cases, the event may require the presence of uniformed police officers or additional security. This will be the decision of the Executive Director per event. The Poncan Theatre reserves the right to deny any activity that poses a safety risk or could cause damage.
19. **SEATING CAPACITY:** In no event shall the posted seating or occupancy capacity of the **FACILITIES** be exceeded. Maximum capacity is 750.
20. **CLEANING:** A cleaning fee in the amount of \$100.00 is due for all events with the final payment. User/Lessee shall leave the facility in the same state of order and cleanliness as before use. All lessee equipment, personal items, decorations, etc., must be removed from the facility immediately following the event or last performance; unless other arrangements have been approved by the theatre Executive Director. Any item(s) left at the facility longer than 7 days may be donated or considered trash. The Poncan Theatre is a smoke-free facility.
21. **RESTITUTION:** Lessee shall take no action that would in any manner deface or destroy the **FACILITIES** and/or equipment, or any part thereof, and Lessee agrees to make full restitution or payment for any damages which may occur during the use and occupancy of the **FACILITIES** by the Lessee. Lessee assumes full responsibility for the repair or replacement, at Lessor option, of any damages done to the **FACILITIES**, or to the equipment therein, which may occur during the use and occupancy of the **FACILITIES** by Lessee.
22. **ADDITIONAL PERSONNEL:** Lessor will provide no additional personnel to the Lessee except for listed volunteers listed under "Technical Services." Hiring, training, and supervision of crew and/or stagehands or other support personnel is the sole responsibility of the Lessee. Lessee shall provide an adequate number of these personnel required for the Lessee's intended purpose. Such personnel, especially those who will have contact with the public, should be neat in appearance and orderly and polite in their speech and conduct. Lessee shall replace or dismiss any of such persons who do not meet with the approval of Lessor immediately upon a request from the Lessor. Use of illegal drugs or alcohol by such personal is strictly forbidden.
23. **OBJECTIONABLE PERSONS:** Lessor reserves the right to remove from the **FACILITIES** any person whom Lessor at its sole discretion deems objectionable. Neither Lessor nor any of its officers, agents, or employees shall be liable to Lessee for any damages that may be sustained by Lessee through the exercise of this right.
24. **COMPLIANCE WITH LAWS:** Lessee shall comply with all laws of the United States and of the State of Oklahoma and all ordinances of the City of Ponca City and all rules established by Lessor, and Lessee shall not allow to be done anything in the **FACILITIES** in violation of any such laws, ordinances, rules, or regulation. Lessor shall satisfy itself that every aspect of any performance, exhibition, or other form of entertainment which shall be part of the use and/or occupancy of the **FACILITIES** will not violate any applicable law, ordinance, rule or regulations.

25. **SECURITY:** Lessor shall provide at Lessor’s expense one Security officer for open or public events as to insure the safety and security of those attending, personnel and **FACILITIES** during occupancy. Some additional security may be required for private rentals, and in such a case, the Lessor may require an additional fee of the Lessee or require the Lessee provide their own security. Sales of any alcoholic beverages must be through the Lessor and their distributors.

A. Should alcoholic beverages are served for public events, Security Officers are required for the following:

- For audiences of less than 125 guests, at least one (1) Security Officer will be required.
- If there will be more than 125 guests at least two (2) Security Officers will be required.

B. Security Officers will be scheduled for duty as follows:

- Lessor has the right to determine the final number of Security Officers needed for an event
- The Security Officer must arrive at the time of the doors opening and remain on duty until the end of the event.
- A Security Officer may call for extra Security Officer(s) during the event if he/she deems it necessary.

26. **INSPECTION:** Lessor reserves the right to enter any and all parts of the **FACILITIES** at times for the purpose of examining same to ensure compliance by Lessee with the terms of this Agreement.

27. **DISCLAIMER OF RESPONSIBILITY OF CONTENT:** The Lessee agrees that the Lessor is not in any way connected with the Lessee outside of this business agreement, and the Lessor is not affiliated with any of the views or information expressed during the event. Should content of the performance include any material deemed controversial by the Lessor’s Board of Directors, Lessee agrees to publicly state that the Lessor is not in any way connected with the Lessee, and the Lessor is not affiliated with any of the views or information expressed during the event.

Representative for Poncan Theatre Company, Inc. (Lessor) Date

Representative for Lessee Date

Please return signed contract.