



COMMUNITY
media center



WEALTHY
THEATRE

AGREEMENT FOR FACILITIES USAGE: WEALTHY THEATRE SPACES

Wealthy Theatre properties are owned and operated by Grand Rapids Cable Access Center (dba Grand Rapids Community Media Center, hereafter referred to as CMC or VENUE). Theatre facilities are located at 1130 Wealthy Street SE, Grand Rapids, MI.

This USAGE AGREEMENT is a series of covenants that comprise a shared understanding of permitted and prohibited usage. This series of covenants are permanent conditions.

The member using the space (hereafter referred to as RESIDING MEMBER) also shall receive an INVOICE with line item pricing for all services and spaces to be provided and used. The INVOICE contains specifics regarding parameters of facilities usage (spaces, duration of usage, technical services, etc.).

When Community Media Center receives deposit(s) in the agreed-upon amount(s) the INVOICE has binding effect.

If the RESIDING MEMBER violates the spirit or letter of the USAGE AGREEMENT, the binding effect of the INVOICE is nullified and VENUE is released from any remaining obligations listed in the INVOICE. Furthermore, the violation by RESIDING MEMBER may incur penalties, fees, fines, and may require compensation for damages. Additionally, a violation of the USAGE AGREEMENT by RESIDING MEMBER forfeits to VENUE any deposits or payments.

Facilities, spaces and properties at Wealthy Theatre include the following: Foyer; Ticket Booth; Main Lobby; Concessions Stand; Coat Room; Peter Wege Auditorium; The Koning Micro-Cinema; Community Meeting Room; Tech Booth; Upstairs/Downstairs Admin Offices; all Basement spaces; corridors; attic spaces; Performers Quarters; West Lobby; Loading Dock; Bell Garden Backstage Entrance; walkway west of theatre; sidewalk north of theatre; all Rest Rooms; and Parking Lot south of theatre.

Not all spaces are available for use by RESIDING MEMBER.

Spaces available for usage by members include the following: Main Lobby; West Lobby; Community Meeting Room; The Koning Micro-Cinema; Peter Wege Auditorium (house and stage) and the Wealthy Theatre Annex Front Studio (located at 1110 Wealthy SE.)

Any usage of spaces entitles RESIDING MEMBER to use of necessary corridors and adjacent Rest Rooms. Standard usage of Peter Wege Auditorium entitles RESIDING MEMBER to use of Performers Quarters for dressing, preparing and relaxing.

All spaces reserved and used by RESIDING MEMBER must be returned to Normal at the completion of usage.

EVENT-SPECIFIC CRITERIA RELATING TO USAGE AGREEMENT

By this agreement, made and entered into on _____ [date], between Wealthy Theatre (hereafter referred to as "VENUE") and _____ [RESIDING MEMBER], VENUE demises and lets to RESIDING MEMBER, and RESIDING MEMBER hires and takes as tenant of VENUE, specifically named space(s) at Wealthy Theatre.

RESIDING MEMBER is renting the following Wealthy Theatre spaces [**circle applicable**]
Peter Wege Auditorium (includes Performers Quarters); The Koning Micro-Cinema; West Lobby; Community Meeting Room. RESIDING MEMBER agrees that applicable Wealthy Theatre spaces are to be used by RESIDING MEMBER as a performance, display, meeting, reception, educational or instructional purpose and for no other purpose whatsoever, for a term of _____[hours], beginning on _____[date], and ending on _____[date], at a rental of \$_____, paid in full in advance to COMMUNITY MEDIA CENTER.

Any person or entity renting a GRCMC facility must be a member. Membership fees will be assessed in the rental fees unless membership is active. Additionally, the covenants described in sections in the following pages are mutually agreed between the parties to have full and binding effect.

SECTION ONE

NON-REFUNDABLE DEPOSIT

On the execution of this lease, RESIDING MEMBER deposits with VENUE \$_____, receipt of which is acknowledged by VENUE, as payment toward the full amount due for rental. Deposit is non-refundable. The date of an event is secured upon receipt of half the lease fee or other deposit amount as stipulated in the contract. A special security deposit may be required depending on the event.

SECTION TWO

SECURITY DEPOSIT AND BALANCE DUE FOR RENTAL

The SECURITY DEPOSIT can take the form of a check or money order held by VENUE from RESIDING MEMBER for the duration of usage as outlined in the INVOICE. The SECURITY DEPOSIT is typically returned to the RESIDING MEMBER upon successful completion of an event and usage, without incident. In the event of incident or damage, VENUE retains the SECURITY DEPOSIT and may provide additional claims for fair compensation. The BALANCE DUE FOR RENTAL must be paid in full before RESIDING MEMBER occupies rented spaces, unless explicitly indicated otherwise by VENUE.

SECTION THREE

ASSIGNMENT AND SUBLETTING

Without the prior, express, and written consent of VENUE, RESIDING MEMBER shall not assign this lease, or sublet the premises or any part of the premises. A consent by VENUE to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting.

SECTION FOUR

LEASE AGREEMENT

Under no circumstances will organizations be allowed to sublease Wealthy Theatre.

Contracts for use of the Wealthy Theatre (WT) shall be issued in printed or electronic (PDF) format. No verbal agreement for use of the Wealthy Theatre shall be binding upon either party. Theatre Director or designee shall require the RESIDING MEMBER to provide information to determine proper management of any event.

A RESIDING MEMBER's certificate of insurance must be submitted along with the signed contract and lease deposit, unless otherwise indicated by express written consent of the management of the Wealthy Theatre or the director of the Grand Rapids Community Media Center. All RESIDING MEMBERS agree to accept liability for damages. Replacement or repair charges will be added to the original bill in the event damage occurs. Wealthy Theatre will accept no responsibility for lost or stolen items, nor will it bear any liability as a consequence of permitting access to this facility.

SECTION FIVE

ENTRY FOR INSPECTION, REPAIRS, AND ALTERATIONS

VENUE and appointed agents (staff, volunteers, interns) shall have the right to enter and operate on, within and about the leased premises to conduct normal business, operate concessions area, and any other reasons deemed necessary by the management of Wealthy Theatre or the director of the Grand Rapids Community Media Center, or agents appointed by either.

SECTION SIX

CANCELLATION

In case of a cancellation by the RESIDING MEMBER, Wealthy Theatre and the Grand Rapids Community Media Center retain the discretion to apply deposit to a future date. Any cancellation does not release the RESIDING MEMBER from owing the balance of the rent. WT reserves the right to cancel or schedule over any event that does not pay the remainder of their balance one week prior to the event. Deposits are non-refundable.

SECTION SEVEN

REPAIRS, REDECORATION, ADHESION (TAPE) OR OTHER ALTERATIONS

VENUE shall be responsible for repairs to the interior and exterior of the building, provided, however, repairs required through damage caused by RESIDING MEMBER shall be charged to RESIDING MEMBER as additional rent. It is agreed that RESIDING MEMBER will not make or permit to be made any alterations, additions, improvements, or changes in the leased apartment without in each case first obtaining the written consent of VENUE. No tape or other adhesion shall be used on any WT interior structure without written consent of VENUE. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes of any other kind. All alterations, changes, and improvements built, constructed, or placed in the leased apartment by RESIDING MEMBER, with the exception of fixtures removable without damage to the apartment and movable personal property, shall, unless otherwise provided by written agreement between VENUE and RESIDING MEMBER, be the property of VENUE and remain in the leased apartment at the expiration or earlier termination of lease.

SECTION EIGHT

ALCOHOL, TOBACCO AND FIREARMS

RESIDING MEMBER, nor any RESIDING MEMBER staff, agents, associates, nor event attendees, shall be permitted to carry firearms or explosive materials while operating within the Wealthy Theatre, nor allowed to consume tobacco while within the premises, nor allowed to consume alcohol while anywhere on Wealthy Theatre properties (interior/exterior) without the express written permission of the management of Wealthy Theatre.

SECTION NINE

WASTE, NUISANCE, OR UNLAWFUL USE

RESIDING MEMBER agrees to not commit waste on the premises, or maintain or permit to be maintained a nuisance on the premises, or use or permit the premises to be used in an unlawful manner. VENUE agrees to provide a clean environment upon start of the rental. RESIDING MEMBER agrees to leave the rental clean and in a same or improved condition upon ending or quitting the rental.

SECTION TEN

WAIVERS

A waiver by VENUE of a breach of any covenant or duty of RESIDING MEMBER under this lease is not a waiver of a breach of any other covenant or duty of RESIDING MEMBER, or of any subsequent breach of the same covenant or duty.

SECTION ELEVEN

RESIDING MEMBER'S HOLDING OVER

The parties agree that any holding over by RESIDING MEMBER under this lease, without VENUE's written consent, shall be a tenancy at will which may be terminated by VENUE without notice, unless agreed to beforehand by both parties. Hourly rental rates apply.

SECTION TWELVE

ADDITIONAL EXPENSES

Additional expenses incurred to be invoiced after the event with 10-day payment terms. In the case of a collaborative event where fee will be based on ticket income, all ticket income will be accounted for at the event and the Community Media Center will collect all funds and issue a check for the RESIDING MEMBER portion within 5 business days.

SECTION THIRTEEN

PERSONNEL AND EQUIPMENT

The base fee does not include a technician. Any required personnel will be determined based on the extent of the technical requirements of the production, and contracted by Wealthy Theatre at cost to the RESIDING MEMBER. Rates for contracted technical labor will be disclosed prior to the event. Wealthy Theatre will operate concessions and box office and all technical positions. Any extraordinary equipment needs must be requested in writing at least two weeks prior to event. WT will attempt to provide such equipment. An additional fee may be assessed. Any outside labor, technical or otherwise, must be described in detail to VENUE by RESIDING MEMBER, and is at the discretion of the VENUE. VENUE reserves the right to deny use of outside labor or equipment. Any use of such labor or equipment will be agreed to and documented beforehand. Actual labor or equipment, on the day of the event, contrary to that described beforehand, is grounds for breach of contract by RESIDING MEMBER and forfeits deposit and balance paid.

SECTION FOURTEEN

REMOVAL OF PROPERTY

RESIDING MEMBERS are required to remove all their property from premises immediately following any event in the Wealthy Theatre unless arrangements have been made with the Theatre Manager for removal at another time. Wealthy Theatre will not ensure the safety of any property left in the building after the event. Property not collected will be disposed.

SECTION FIFTEEN

DEFAULT

If RESIDING MEMBER defaults in the performance of or compliance with other term or condition of this lease agreement, or deposit requirements [or of the regulations attached to and made a part of this lease agreement, which regulations shall be subject to occasional amendment or addition by VENUE], the lease, at the option of VENUE, shall terminate and be forfeited, and VENUE may recover damages, including costs and attorney fees. RESIDING MEMBER shall be given written notice of any default or breach.

SECTION SIXTEEN

DESTRUCTION OF PREMISES AND EMINENT DOMAIN

In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of RESIDING MEMBER, or if the leased premises are taken by eminent domain, this lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this lease agreement. The rental shall then be accounted for between VENUE and RESIDING MEMBER up to the time of such injury or destruction or taking of the premises, RESIDING MEMBER paying up to such date and VENUE refunding the rent collected beyond such date. Should a part only of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of RESIDING MEMBER, the rental shall abate in the proportion that the injured part bears to the whole leased premises. The part so injured shall be restored by VENUE as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms. Any condemnation award concerning the leased premises shall belong exclusively to VENUE.

SECTION SEVENTEEN

CONDITION OF SPACE UPON QUITTING RENTAL

Wealthy Theatre reserves the right to assess a reasonable charge if it is determined that cleanup after a lease event is excessive. RESIDING MEMBER is responsible for quitting the space in the same condition - or improved - as it was entered.

SECTION EIGHTEEN

PARKING LOT SECURITY

Wealthy Theatre has ample parking in the rear of the building. Additional security services, if desired, are available at a small fee through Wealthy Theatre. For events like music concerts, etc., Wealthy Theatre normally requires the RESIDING MEMBER to have a security plan. In such cases, at time of event, should RESIDING MEMBER fail to provide all agreed security measures, this shall be construed a breach of contract, and the event shall be canceled. If such a cancellation were to occur, Wealthy Theatre and Grand Rapids Community Media Center would retain deposit and full balance of payment, and issue no refund to RESIDING MEMBER. In addition, any damage that results from a breach of contract on the part of the RESIDING MEMBER, is the sole financial responsibility of the RESIDING MEMBER.

SECTION NINETEEN

TICKET SALES THROUGH WEALTHY THEATRE

It is the policy of the VENUE to not act as sole promoter or agent for RESIDING MEMBER. Upon payment of deposit, VENUE will make reasonable effort to publish information about event on the Wealthy Theatre website, to post promotional material in applicable areas of Wealthy Theatre. Any other means of promotion the event or selling tickets are to be discussed and put into writing at the discretion of VENUE. Normally, Wealthy Theatre manages all ticket printing and sales.

SECTION TWENTY

CONCESSIONS and SOUVENIRS

Wealthy Theatre shall retain all concessions rights and privileges. The management retains the right to refuse concession sales at any event. "Concessions" may or may not include food or beverages served as part of an event's program, at the discretion of VENUE. Additional food sales must be negotiated as part of the rental contract. The RESIDING MEMBER may only sell souvenirs, CDs, DVDs, books, t-shirts, etc. as agreed upon by WT Management. All merchandise sales are subject to a 10 or 15 percent gross surcharge, payable to the VENUE, depending on the non-profit status of the RESIDING MEMBER. WT is in no way responsible for the set-up and management of these activities, nor starting bank for cash transactions.

SECTION TWENTY-ONE

TICKET SURCHARGE AND MERCHANDISE SURCHARGE

As referenced in SECTION TWENTY, RESIDING MEMBER will pay \$10 per table that is to be used to sell merchandise. "Merchandise" refers to any goods sold or paid for by attendees, including food, beverages, DVDs, CDs, books, apparel, etc. A \$0.50 TICKET SURCHARGE is due upon conclusion of event for all tickets sold, payable to VENUE. RESIDING MEMBER may provide a list of 'comp' tickets not to exceed two percent of total capacity of space(s) used. RESIDING MEMBER is required to provide clear, transparent means of accounting for any tickets pre-sold (by agreement of VENUE) or 'comp' tickets. A list of names for 'comp' ticket recipients will be required eight hours prior to curtain.

SECTION TWENTY TWO

RULES DURING RESIDENCE

During residence, the RESIDING MEMBER shall be responsible for any damage to or loss of any Wealthy Theatre equipment, furnishings, or fixtures. During residence for both rehearsals and performances, children should not be left unattended. Due to unnecessary past cleaning costs, Wealthy Theatre does not allow glass beverage containers, or use of confetti or Silly String in the auditorium. The use of open flames, such as candles, is prohibited, and fire resistant materials shall be used whenever possible. Alcoholic beverages are not permitted on-site unless approved by the Theatre Director and Executive Director. VENUE reserves the right to require RESIDING MEMBER to pay for bonded, self-insured security contractors.

SECTION TWENTY-THREE

CONTENT OF PERFORMANCE

Community Media Center is not responsible for legal content, depictions, lyrics, dialogue, or any other expression that takes place on our properties. (Should an agent of the venue happen to witness any activities that violate any city, state or federal laws, the following will occur: the event will be halted immediately; all payments and deposits shall be forfeit to VENUE; any outstanding payments toward the full and total remaining balance of the invoice shall be remitted within three days; performers, speakers and crew shall quit the space; and the RESIDING MEMBER shall be responsible for any fines, fees or costs for the repair of damage.) VENUE provides RESIDING MEMBER four walls, a stage and a ceiling, for use in a set duration of time on a specific date(s). The responsibility for legal content remains with RESIDING MEMBER for the entirety of the agreed upon duration of usage. Any complaints or legal issues with content in advance or as a result of a performance or event at Wealthy Theatre is the complete and total responsibility of RESIDING MEMBER and Artists.

SECTION TWENTY-FOUR

CABLECAST AND ARCHIVE

Fundamental to the existence of Community Media Center (CMC) and part of our funding model is the relationship between GRTV/LiveWire and Wealthy Theatre. In light of this, the video recording of part or all of the event may be broadcast on CMC Public Access Channel GRTV and/or LiveWire, and portions of it may be hosted on Internet Archive, and featured in the CMC Lending Library. Any material or speech that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state or federal law, or is indecent exposure as defined by local, state or federal law, is the sole responsibility of RESIDING MEMBER, who assumes full responsibility for the content of all program material. Additionally, RESIDING MEMBER does indemnify and hold harmless the Grand Rapids Cable Access Center, Inc., its directors, officers and staff, against any claims arising out of any use of this program material I submit for cablecast or for any breach of this Statement of Compliance, INCLUDING BUT NOT LIMITED TO any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material.

SECTION TWENTY-FIVE

PHYSICAL HARM

RESIDING MEMBER is prohibited from allowing or performing any physical activities (such as dance, gymnastics or other acrobatic movement) without a valid insurance binder and the expressed, written permission of the VENUE. RESIDING MEMBER is responsible and liable for any physical harm resulting from such activities.

SECTION TWENTY-SIX

HOLD HARMLESS

To the fullest extent permitted by law, RESIDING MEMBER agrees to defend, indemnify, and hold harmless VENUE, including its trustees, officers, members, directors, employees, servants and agents, against loss, damages, claims, suits, liabilities, judgments, costs and expenses (without limitation, all reasonable attorneys' fees and expenses) that may accrue against the indemnified party, including its trustees, officers, members, directors, employees, servants and agents which is approximately caused by the negligence or willful misconduct or any breach of representation or warranty by the indemnifying party. This provision shall survive the termination of this Agreement.

SECTION TWENTY-SEVEN

BINDING EFFECT

The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this lease agreement, and all covenants are to be construed as conditions of this lease.

SECTION TWENTY-EIGHT

GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of Michigan.

SECTION TWENTY-NINE

ATTORNEY FEES

In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION THIRTY

TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this lease agreement.

SECTION THIRTY-ONE

PARAGRAPH HEADINGS

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

In witness, each party to this lease agreement has caused it to be executed.

[Signatures and date(s) of signing]

[Printed name and date]

THIS DOCUMENT IS KEPT AND FILED AS PART OF THE RECORD OF THIS LEASE.

BY REQUEST OF EITHER PARTY, THE RESIDING MEMBER SHALL RECEIVE A DETAILED COPY OF INVOICE AS PROOF OF PAYMENT AND ALSO AS A VERIFIABLE, BINDING LEASE AGREEMENT.

DETAILS OF LEASE PRICING, DISCOUNTS, BENEFITS, ADDED COSTS, ARE PRIVATE AND CONFIDENTIAL.