



Rental Contract Terms and Conditions

1. General - Capital City Church International, hereafter referred to as “owner or owners”, are the entities that own and operate The Artisan Theatre, hereafter referred to as “theater”. The owners provide the theater and its services to “renter” on a rental basis only. The renter is the party signing the contract and responsible for all business dealings including payment. The owners reserve the right to refuse rental of the theater for any use. The owners reserve the right to require references and to research past events in which the renter, act and subcontractors have been involved.
2. Theater – The use of the theater includes use of the lobby area, (which contains a business entity called Café Refugio), stage, green room/dressing rooms, bathrooms, all stage lighting, sound system, house lighting, projector, screen and a window in the front of the facility to decorate/advertise an event/show.
3. Theater seating – Capacity is 85 seats, including 4 spaces for wheelchair usage with companions. General Admission/Open seating, first come first served.
4. Ticket Sales – The theater has no facility for advanced ticket sales, unless the renter will staff the box office at location, all pre-show ticket sales are the responsibility of the renter. On the day/night of show, there is a box office location on site that the renter will have use of, the owner does not supply staff or materials.
5. Heating and Air Conditioning – will be turned on one hour before doors open to the public, and 15 minutes after end of time rented.
6. Theater Concessions – The owner reserves the right for all food & drink concession sales during renter’s event/show, to be conducted by Café Refugio. Unless written agreement between renter and Café Refugio is produced.

NO FOOD OR DRINK WILL BE ALLOWED IN THE THEATER

7. T-Shirt/Merchandising Concessions – The owner will allow the renter to conduct sales of merchandising items, and provide space and power. The owner will be paid 10% of the gross sales within 24 hours of final sales date.
8. Security – The owners want the theater to be a safe, comfortable location for all who come to any event. Renter is required to provide or pay for a minimum of 1 security personnel at all events or show dates, unless owner agrees in writing to other arrangements. One security person inside or around the box office area. The other security person(s) to be patrolling the sidewalks and parking areas that service the theater. Security personnel must be from a licensed/bonded security company. The owner will arrange security and add cost to contract price, if no proof of security hired.
9. Cleaning/Janitorial Services – The owners want the theater to be a premier location for all events, so the theater will be cleaned after every event/performance and the base rate includes this cost. The stage area, green/dressing rooms, sound room and back stage area will be cleaned up by renter or costs will be deducted from security deposit.

10. Access to The Theater – The owner will provide personnel to open the theater 30 minutes prior to usage times, and this person will remain onsite during use of the theater to close within 15 minutes of end of usage time. The base rate includes cost for this staff.
11. Non-Smoking Facility/Drug Free Zone – The theater and the entire Artisan Building at 1901 Del Paso Blvd is a non-smoking facility. Drugs or alcohol are not allowed anywhere in the facility. Alcohol permits will have to be arranged for separately with the City and owners.
12. Decorations – Nothing can be painted, nailed, taped or glued to walls or doors of the facility, without prior written authorization.
13. Security Deposit – A security deposit up to 15% of renter’s contract base price will required, a minimum of \$200.00. Deposit must be paid 10 business days prior to date rental commences. If paid by check, and check is not honored by bank, the rental contract is voided. Deposit will be refunded within 48 hours of end of rental, less any damages.
14. Damages to the Theater or facility – The renter is responsible for all damage to the facility or theater, caused by, or as a direct result of their rental, by guests, by the public, patrons, staff, crew, and any subcontractors. This specifically includes, but is not limited to, damage to curtains, projectors, screens, maskings, bathrooms, dressing rooms, seats, stage, sound equipment, lighting equipment and furnishings. Renter may also be responsible for lost revenues due to damage.
15. Parking – Street parking is available at the facility. There is offsite parking for 70 spaces two blocks away that can be secured for extra costs.
16. Fire Safety – The theater enforces fire protection safety codes and is subject to inspection by government agencies. No pyro devices or open flame is allowed in the theater. All fire aisle and exits must be kept clear of equipment and people. No standing is allowed in the aisles. These requirements must be enforced by renter’s staff or volunteers. **FAILURE TO FOLLOW THESE RULES WILL RESULT IN IMMEDIATE SUSPENSION OF THE SHOW UNTIL CONDITIONS ARE CORRECTED. IF CONDITIONS ARE NOT CORRECTED, THE SHOW WILL BE CANCELLED WITH NO REFUND TO THE RENTER.**
17. Disruptive People – The theater reserves the right to eject, or cause to be ejected from premises, any person or persons engaging in disruptive, belligerent or threatening conduct. The theater will not be held liable by the renter through exercising this right.
18. Reserving, Booking and Payment Policy – The theater accepts holds for event date reservation with the following conditions : Holds are non-binding, on a first call availability basis and held for a renter for a specific event only. Holds are good for 15 calendar days only and automatically expire. Hold will be cancelled sooner if renter is contacted by phone during the 15 days and asked to confirm or give up hold within 48 hours of call/voicemail message. At the time of the hold, a rental application will be sent out.
 - A. The completed application must be returned with the minimum deposit of \$200 during the 15 calendar day hold period.
 - B. Upon receipt of the application a contract will be sent to renter. It must be completed, signed and returned within 10 business days.
 - C. The balance due must be paid 5 business days before start date of contract. Insurance certificate is due at the same time.

- D. The refundable security deposit is due 10 business days before start dated of contract.
- E. NSF check will result in immediate release of your rental date and a charge of \$25.00

- 19. City Poster Law – Sacramento City code provides for fines to be imposed on those persons posting advertisements on public or utility property (i.e. Utility poles). The theater does not authorize, cause, permit, encourage, direct, recommend or approve the posting of signs on public or utility property. The theater does not authorize the use of the Artisan Theater name on any materials used in this manner.
- 20. The theater reserves all rights to images, photos, video taken on the property. The owner does not authorize the theater logo or image for use without prior written permission.
- 21. Hold Harmless – Renter shall indemnify, defend and hold harmless owner and any person acting as the owner’s agent against any an all liabilities, lawsuits, damages, actions and/or claims (including attorney’s fees & costs) arising out of the renter’s use of the theater and facility. This includes, but is not limited to damage to property or injury to any guest, patron, event attendee, renter, renter’s employee, renter’s volunteer, renter’s subcontractor, and/or renter’s agent. This hold harmless also includes any and all contractual obligations.
- 22. Liability – The theater and owner are not liable for any damages, including consequential damages, for any amounts beyond the contracted rental costs.
- 23. Insurance - The renter is required to maintain a \$1,000,000 liability, \$100,000 Fire Damage & \$10,000 Med Expense policy. The theater and owner do not provide coverage for the renter. The renter must secure a CERTIFICATE OF INSURANCE and name these entities as additional insureds for the theater location of 1901 Del Paso Blvd Sacramento CA : Capital City Church International and The Artisan Theater.

******NO CERTIFICATE --- NO SHOW ---- NO EXCEPTIONS******

- 24. Cancellation – The theater retains the right to cancel the rental contract with written notice at any time for the following reasons; misrepresentation of the event or in application process, lack of insurance, NSF check, damage to the theater or facility, theft or damage to any owner’s or theater property. Failure to abide by the contract or Terms and Conditions can result in cancellation of the contract. Cancellation for any of the above listed reasons will result in forfeiture of all monies to the theater. The renter can cancel the contract in writing up to 10 business days prior to the commencement of the contract with loss of deposit only. Cancellations within 10 business days of the rental commencement will result in loss of all paid fees, unless otherwise agreed to in writing.
- 25. Modification – This “Rental Contract Terms and Conditions”, “Rental Application”, “Rate Sheet” and “Rental Agreement” represent the entire agreement between the parties (owner and renter) and any term not expressed herein is not intended to be part of this agreement. This contract may be modified in writing only, signed by an authorized owner’s representative and the renter.

- 26. End of Document