

Liberty Performing Arts Theatre

LPAT.org • 1600 S Withers Rd, Liberty, MO 64068 • 816-439-4373

LPAT Rental Agreement - #<<Event Number>>

Event: <<Event Name>>

This Agreement is made on <<License Made>> between **City of Liberty, Missouri**, a municipal corporation, acting through its Director of Parks & Recreation or a designated agent (“City” or “Coordinator”), and <<Produced by People>>, <<Presenter's Address>> (“Presenter”). “LPAT” signifies the Liberty Performing Arts Theatre and its two backstage dressing rooms, but excludes all other City spaces and facilities. “Event” signifies the full range of dates, times, and activities covered by this Agreement. “Staff” signifies all City employees or contracted workers assigned to Event (technicians, guest safety managers, custodians, etc). “Associates” signifies all persons and entities associated with Presenter or otherwise attracted to Event, including, but not limited to, Presenter’s personnel, crew, performers, relatives, concessionaires, guests (audience members), sponsors, vendors, and contracted services. “Start Date” signifies the first date of Event. “Rental Period” signifies each separate use of the LPAT by Presenter, beginning when Presenter or Associates first enter the LPAT (“Entry”) and continuing until their complete exit (“Exit”). There might be more than one Rental Period during Event. “Attraction” signifies any range of time during a Rental Period in which an audience is gathered (e.g., a show, concert, performance, viewed rehearsal, meeting, etc.), beginning when Associates are admitted inside (‘house open’) and ending with the complete exit of the audience. There might be more than one Attraction during a Rental Period. “Timetable” is a form provided by City to Presenter which, when completed by Presenter, contains all critical Event details (e.g. Event dates, Rental Period times, equipment needs, attendance, Attraction times, etc.).

Sign this Agreement no later than <<License Due>>

TIMETABLE

Presenter receives a blank Timetable form about seven weeks before Start Date. Once finished by Presenter, City uses the Timetable to calculate a pre-Event *estimate* of charges. However, as Presenter’s *actual* usage may vary, so will actual charges. Right now, known Timetable details are limited to the following date(s) and time ranges:

Date - Time Range Reserved - Day of Week	Reservation Prepayment
<<happens on Day>>	\$200.00
	\$500.00
	\$900.00
	\$600.00

Through Coordinator, Presenter may request multiple changes to Timetable details, including additions to the date(s) above. However, *at least three weeks before the Start Date, Presenter must submit complete Timetable details to Coordinator*. Submitting a ‘tech rider’ or similar document does not replace the Timetable. After its deadline, the Timetable becomes an integral part of this Agreement. If Presenter does not provide City with a complete Timetable by its deadline, Coordinator must, by necessity, fill-in missing Timetable details – tending to ‘guess long’ to ensure enough time, equipment, and Staff are scheduled to cover whatever may happen. *After* the Timetable deadline, requests to revise Entry times, Exit times, Staff schedules or other critical details are considered ‘late’ and may not be possible.

Presenter acknowledges LPAT is a busy, multi-use space. As such, Coordinator may schedule other events on any available dates without notice to Presenter.

PAYMENTS

RESERVATION PREPAYMENTS: To initiate this Agreement, Presenter paid the Reservation Prepayment(s) above on <<DD Received>>, totalling <<Date Dep.>>. The Reservation Prepayment for each date is not transferable to another date, but the Reservation Prepayment received for each date is applied toward any charges accrued on that date. Each Reservation Prepayment is not refundable unless Presenter has provided sufficient advance written notice of cancellation, according to this schedule:

- under 280 days (40 weeks) notice, no refund/credit
- 280 days, 0.4% refund/credit
- 281 days, 0.8% refund/credit
- ...*(pattern continues, equal to a refund percentage of 0.4% for every day of advance notice beyond 279 days)*...
- 527 days, 99.2% refund/credit
- 528 days, 99.6% refund/credit
- 529 days notice or more, 100% refund/credit.

SECURITY PAYMENT: *At least five business days before Event, Presenter will pay a Security Payment* to City which will serve as security in case of Presenter default. The Security Payment amount will

be about one-thousand dollars above the estimated total Event charges and may be paid by credit card or PayPal (no checks or cash). The Security Payment is charged, kept temporarily, and then *returned in full* after the Final Invoice (below) is paid. Optionally, if paid by credit card (not PayPal), the Security Payment may be applied to the Final Invoice and City will refund the overpayment. If the Final Invoice is not paid in full by its due date, only then will the Security Payment be kept permanently. In that case, an amount equal to the Final Invoice plus credit card processing fees will be kept by City and the remaining balance will be returned to Presenter.

FINAL INVOICE: The Final Invoice itemizes all charges for Presenter’s requested use of chargeable items shown on the [Rate Sheet](#) current on each Event date. Presenter’s usage is recorded by Staff at the end of each Rental Period. Presenter is invited to verify recorded usage at this time. Should Presenter decline this option, Presenter rejects the right to dispute such records after the Final Invoice is completed. The Final Invoice may also include charges for 1) City’s replacement or repair costs, if necessitated by damages to City facilities or equipment caused by Presenter or their Associates; or 2) City’s cost to refund tickets to Presenter’s guests, if necessitated by Presenter’s cancellation of Attraction or similar action. Presenter will pay the Final Invoice by its due date. If the Final Invoice indicates a balance due to Presenter, City will refund it within fifteen business days.

OTHER: Payments by check should be made payable to “City of Liberty - LPAT” and mailed or delivered to: Liberty Performing Arts Theatre (LPAT), 1600 S Withers Rd, Liberty MO 64068. A current [Rate Sheet](#) may be viewed anytime at www.LPAT.org. Interest at the rate of one-percent (1%) per month will be added to any overdue balance for each month which it remains unpaid.

STAFF SCHEDULING AND PRESENTER’S PERSONNEL

Unsupervised use of the LPAT is not granted. Based on the finished Timetable, Coordinator schedules Staff as needed to safely govern Event and to effectively handle technical operations and crowd safety. If Presenter’s finished Timetable requires Staff to work longer than four hours, such Staff are privileged to one fifteen-minute paid break per each four hours. Timing of such breaks is arranged by Staff to reasonably fit within the demands of Presenter’s finished Timetable. Unless scheduled in advance, Staff does *not* serve as Presenter’s deck hands (‘roadies’). Typically, all Presenter equipment is handled (loaded, unloaded, moved, setup, operated, configured, etc) by Presenter’s associates, except where such equipment requires connection to LPAT systems.

EQUIPMENT SYSTEMS: The light system is provided during every Rental Period, beginning at Presenter’s scheduled Entry and continuing until Presenter’s Exit. Should Presenter opt to use the audio system or a fly operator, these will be scheduled about thirty minutes prior to first use, and continue until use has ceased and equipment is returned to

normal condition. Special requests and certain procedures (light focus, complex rigging, multiple audio mixes, tight time schedules, etc.) may require earlier start times and additional staff. Staff performs all setup and related tasks which involve City equipment, such as light hang and focus, equipment setup, patching, programming, cabling, overhead rigging, etc. Staff may reject certain operations requested by Presenter if such are deemed unsafe to any person, such as questionable rigging or set construction. Presenter may not rewire, program, move, or otherwise alter any City technical property. Presenter may provide their own qualified personnel to serve as follow-spot operators, audio console operators, or lighting console operators; but, doing so does not replace the need for City Staff and equipment, nor grants such personnel permission to perform duties handled by Staff.

GUEST SAFETY ADVISORS: At least one advisor will be present during each Attraction. Their primary responsibility is to address crowd safety issues; thwart entrance of food and drink into the house; provide assistance to guests with special needs; provide direction of case of emergency (fire, tornado, bomb threat); and enforce LPAT safety rules. Advisors do *not* serve as "Presenter's House Personnel" (mentioned below).

PRESENTER'S HOUSE PERSONNEL AND STAGE CREW: Presenter will provide any and all personnel to fill the positions of ushers, stagehands, ticket takers, loaders, movers, greeters, stage managers, follow spot operators, etc. The numbers of each are at Presenter's discretion.

STAFF BUILDING SUPERVISOR: A building supervisor is assigned to each portion of any Rental Period which exceeds the normal operating hours of the Liberty Community Center (currently 5:00am to 10:00pm Mon-Thur, 5:00am to 9:00pm Fri, 8:00am to 8:00pm Sat, and 9:00am to 6:00pm Sun).

STAFF SECURITY: If Event carries a recognized safety risk (e.g., events promoting a party-like atmosphere), City will assign licensed security as needed to safely govern Event. City has the right to determine the minimum security staffing requirements for Event.

HOURLY OVERTIME AND LATE CANCELLATIONS

For purpose of settlement, any amount of hourly Staff time which extends beyond the scope of the finished Timetable is considered overtime and will be charged at the overtime rate. Presenter will pay overtime rate for all Staff whose time worked is more than eight hours per day, more than forty hours per week, before 7:00am, after 11:00pm, or on holidays. Certain holidays, namely Thanksgiving, Christmas Eve, Christmas day, New Year's Eve, New Year's day, and Easter, will incur higher rates. Should Presenter cancel one or more Rental Periods *after* the three-week Timetable deadline, Presenter will pay to City a sum equaling the charge for each Staff assigned to each Period which was cancelled. Such sum for Staff will be in addition to the Reservation Prepayment for the cancelled date.

FOOD AND DRINK IN THE LPAT

Reasonable eating and drinking *is* permitted in the lobby, on stage, and in all backstage areas. However, eating and drinking is strictly prohibited in the LPAT house (seating areas, aisles, and entry vestibules) where there is upholstery and carpet. Presenter will not bring in nor permit their Associates to bring in food, beverage, or candy items into the LPAT house. Concerning the entrance of such items, Presenter will be responsible and liable for the actions of their Associates during the entire span of Event. In the event of gross violations of such prohibition, Staff may interrupt and suspend Event until Presenter has satisfactorily cleared items from the house.

SUBSTANCE AND ADMISSION RESTRICTIONS

Smoking and chewing of tobacco products is strictly prohibited inside all City buildings. Consumption or possession of alcoholic beverages requires a special permit, requested from City Hall at least 1 month in advance. No one will be admitted to City facilities in possession of illegal drugs, firearms, weapons, or controlled substances. City reserves the right to inspect any pocketbooks, purses, coats, blankets, etc., being brought into the facilities. Failure to comply with the above rules may result in non-admission to or expulsion from the premises.

FACILITY ATMOSPHERE

The Liberty Community Center, in which the LPAT resides, provides a pleasant, family-based environment for its guests. All persons using City facilities are expected to conduct themselves in a manner conducive to that environment. Destruction of property, abusive language, displays of nudity or near nudity (e.g., thongs, pasties), violence, whether real or threatened, or any such behavior is not tolerated and violators will be expelled from City premises. Presenter is held responsible for the general conduct of their Associates.

SEATING CAPACITY AND TICKETING

Should Presenter expect attendance to exceed the LPAT's count of 678 permanent seats, Presenter will inform Coordinator at least 3 days in advance. LPAT's maximum seating capacity is 770 guests. Presenter may not, at any point, permit guest numbers to exceed capacity. Each guest must be provided with one available seat. Presenter may not permit any persons to sit in nor, in any other manner, obstruct LPAT aisles. Presenter will control the total guest count in the LPAT by tickets, passes, or another manner acceptable to City. Should the guest count exceed capacity, as indicated by an excess of unseated guests, Staff may interrupt and suspend Event until Presenter has either seated or cleared the excess guests.

Sale and distribution of Event tickets may not begin until Presenter has paid the Reservation Prepayment and returned the completed Agreement. Except for tickets sold through City's system, Presenter accepts full responsibility for the proper handling of tickets, including refunds. Presenter is solely responsible for the payment of all applicable taxes for each paid admission.

SALES OF GOODS AND SERVICES

City reserves all concession rights. This includes, but is not limited to, programs, novelties, conveniences, recordings, literature, souvenirs, clothing, and check rooms. Although certain concessions may be permitted, the sale by Presenter of any consumables (food, beverage, candy) is strictly prohibited.

As part of the Timetable, Presenter must obtain permission from Coordinator before tables, chairs, displays or other items are setup in public areas such as lobbies, halls, entryways, parking lots, and sidewalks; and before engaging in any form of sales on the premises. Should certain sales be permitted, Presenter will 1) obtain all necessary permits and licenses, including an event sales license from Liberty City Hall; 2) collect and report all applicable sales taxes; and 3) pay to City a sales fee (see current Rate Sheet). Presenter will specify, in writing, the exact nature of goods or services for sale. City determines time restrictions and spatial placement of all Presenter displays permitted in public areas of the facility.

USE AND ACCESS OF OTHER FACILITY AREAS

This Agreement does not grant Presenter the right to use other City facilities unless specifically arranged, such as meeting rooms, game room, fitness center, locker rooms, pools, hallways, gym, etc. However, the upper level public restrooms and lower level locker rooms may be used normally as restrooms, but not used as dressing rooms or makeup areas. If additional dressing space or meeting space is desired, Presenter may arrange with the Community Center Meeting Room Supervisor (816-439-4366) or the nearby Liberty Middle School (816-736-5412).

EVENT MARKETING

Any form of Presenter marketing, distributed by any means (print, broadcast, electronic, etc.), which names the LPAT, its address, telephone numbers, or website, must specifically name the LPAT as "Liberty Performing Arts Theatre (LPAT)," the box office phone number as "816-439-4362," the address as "1600 S Withers Rd, Liberty, MO 64068," and the website as "www.LPAT.org."

OBSTRUCTIONS

Sidewalks, entries, lobbies, isles, doors, access ladders, passage vestibules, halls, elevators or access ways to public utilities of the premises may not be obstructed, or caused or permitted to be used for any purpose other than ingress or egress to and from premises. Presenter and their Associates may not obstruct the doors, skylights,

stairways or openings that reflect or allow light into any portion of the building.

PRESENTER'S PROPERTY, STORAGE, AND DELIVERIES

Permission to deliver Presenter's properties, and to store them in the LPAT, is granted only during the times covered by the finished Timetable. Permission must be obtained from Coordinator should Presenter desire to deliver or leave properties in the LPAT during any times not covered by the finished Timetable. If Presenter has not booked all of their time in a consecutive block, and another event is scheduled in the open gap, Presenter's property must be either removed or else concealed to the satisfaction of the other user. Presenter will pay City for any charges incurred to City as a result of moving Presenter's property. City assumes no responsibility for any properties brought in or delivered to premises by Presenter or their associates.

DEFACEMENT OF FACILITY

Presenter may not cause or permit anything to be done whereby City facilities or equipment therein is in any manner injured, marred, or defaced, and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of building or equipment, and will not make or allow to be made any alterations of any kind to building or equipment. No painting is permitted inside the LPAT except by permission of Coordinator. **No masking tape, cellophane tape or duct tape** may be affixed to floors, walls, seating or any other City fixtures. Only electrical tape or a non-residue cloth tape is permitted for use in the LPAT. Presenter agrees that if the premises are damaged by the act, default, or negligence of Presenter or their Associates, then Presenter will pay to City upon demand such sum as necessary to restore premises to their original condition, ordinary wear and tear excepted.

FLAMMABLE MATERIALS AND PYROTECHNICS

Flammable materials such as bunting, paper, tissue, crepe paper, etc., are not permitted for decorations. Presenter may not utilize any engine or motor on the premises; nor use oils, candles, matches, lighters, burning fluids, camphene, kerosene, naphtha or gasoline, or any other flammable chemical, for either mechanical or other purposes; nor use any agent other than electricity for illuminating the premises. Certain low-grade theatrical pyrotechnics might be allowed; but only by written permit from City, and accompanied by specific safety and insurance requirements as determined by City on a case by case basis.

CLEANING

City performs cleaning of the LPAT at the end of each day containing one or more Rental Periods. The Coordinator may make exceptions for 1) a day of facility use wherein there is no Attraction and which precedes another similar day of facility use, or 2) other special circumstances. City restocks backstage restrooms and dressing rooms as requested by Presenter, or as observed. Presenter is responsible for clean-up and removal of all properties requiring special handling.

BROADCAST RIGHTS

City reserves all rights and privileges for all outgoing broadcasts (radio, TV, electronic) originating from City facilities. Should Coordinator grant to Presenter such broadcast privileges, City has the right to require payments for such privilege.

COPYRIGHTS

Presenter assumes all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in Event. Presenter agrees to indemnify, defend and hold harmless City from any claims or costs, including legal fees, which might arise from Presenter's use of any such material.

FORCE MAJEURE

Neither City nor Presenter will be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, utility outages, acts of public enemy, acts of superior governmental authority, destructive acts of nature (tornados, earthquakes, flood), riots, electrical blackouts, rebellions, sabotage, or

any other circumstances for which it is not responsible or which are not within its control. Bad weather, funerals, concurrent events, or other typical life events are not valid examples of Force Majeure.

EVACUATION OF FACILITY

Should it become necessary to evacuate the premises for reasons of public safety, Presenter will retain possession of the premises for a sufficient time to complete presentation of its activities without additional charges, providing such times do not interfere with other facility usage. If it is not possible to complete presentation of the activity, rental may be forfeited, prorated, or adjusted at the discretion of the Coordinator and Presenter hereby waives any claims for damages or compensation from City.

ASSIGNMENT

Neither this Agreement nor any of the rights of Presenter herein may be assigned.

RETENTION OF CITY'S PRIVILEGES

Waiver or failure of City to insist upon strict and prompt performance of the covenants and agreements in this Agreement, and the acceptance of such performance thereafter, may not be construed as a waiver or relinquishment of City's right thereafter to enforce the same, strictly, according to the tenor thereof, in the event of a continuous subsequent default on the part of Presenter. Before the start, during the intermission, or after the end of any attraction, City may make live or pre-recorded announcements in the LPAT concerning the following subjects: City rules, general guest information, future City events, or safety.

DISCRIMINATION

Presenter agrees that, during the use of this facility, Presenter will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of color, gender, religion, ethnicity, or national origin.

COMPLIANCE WITH LAWS AND REGULATIONS

Presenter will comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies, and the Rules of the Parks & Recreation Department. Presenter will obtain and pay for all necessary permits and licenses.

INDEMNITY

Presenter agrees to protect, defend, indemnify and hold harmless City, its officers, agents and employees, successors and assigns, against and in respect of any and all losses, damages, charges, claims, expenses, liabilities, indebtedness or obligations, including reasonable attorney fees and court costs incurred by or imposed upon City, its officers, agents, employees, successors or assigns that arise out of or are in any way related to Presenter's use of the facilities licensed herein or as a result of Presenter's breach of any of its warranties, representations of agreement, or covenants contained in this Agreement. Presenter accepts the building and equipment in "as-is" condition and agrees to hold City harmless from any and all claims by Presenter's participants resulting from the condition of the building and/or related equipment.

Presenter, its successors and assigns, forever release and discharge City, its officers, agents and employees, successors and assigns, and all other related persons, firms and corporations who are or might be liable, from all liabilities, claims, right of action, causes of action and demands of every kind and character which Presenter, its successors and assigns, now have or under any circumstances could or might have against City, its officers, agents and employees, successors and assigns, arising out of, resulting from or in any manner pertaining to matters in any way relating to Presenter's use of the premises.

It is further understood and agreed that as against the undersigned Presenter, its successors and assigns, this instrument may be pleaded as a counter claim to or as a defense in bar or abatement of any action of any kind whatsoever, brought, instituted or taken by or on behalf of the undersigned Presenter, its successors, or assigns, and account of any alleged claim or claims against City, its officers, agents and employees, successors and assigns.

I/We have read and understood this Agreement, and agree to its terms.

OTHER AGREEMENTS

This Agreement and its related addendum (e.g. the Timetable, current [Rate Sheet](#)) constitutes the whole agreement between City and Presenter. No other agreement, verbal or written, is considered valid or binding. No representative signing this Agreement on behalf of City assumes any individual or personal liability by the execution of this Agreement. The individual executing this Agreement on behalf of Presenter ("Signature" line below) and Presenter hereby represents and warrants to City that 1) Signer has been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement on behalf of Presenter; and that 2) all appropriate approvals required to enter into this Agreement have been granted. Presenter agrees that at no time will it challenge, contest, disclaim, or deny the authority of Signer or use as a basis to void, cancel, or nullify this Agreement with a claim that Signer was not authorized to sign this Agreement on behalf of Presenter.

AUTHORIZED AGENTS

Presenter acknowledges that each person underlined as follows is an agent of Presenter with full authority, without limitation, to act on Presenter's behalf, including the authority to set, modify, or cancel any Event element: <<Contact People>>.

for <<Produced by People>>

Authorized Signature _____

<<Lic. Signed by People>> (<<Signers Title>>)

Name (and title, if applicable)

Date _____

for Liberty Performing Arts Theatre, City of Liberty, Missouri

Paul Miller

Paul Miller, LPAT Coordinator

Date: <<License Made>>

Liberty Performing Arts Theatre

LPAT.org • 1600 S Withers Rd, Liberty, MO 64068

Checklist

What must happen before your event, and when

When	Done by	Task
NOW	You	E-sign this Agreement before <<License Due>> (two weeks from today).
Well before your event	You	<ul style="list-style-type: none"> • Read and understand key terms of this Agreement. Ask us questions if needed. • Share important terms with your Associates • See LPAT Rental Rates if needed.
About seven weeks before your event	LPAT	We send a blank Timetable for your Event. If needed, we'll gladly help you finish it before its deadline.
At least 21 days (three weeks) before your event	You	<p>Submit your completed Timetable. It is due by <<Prod Schd Final>>.</p> <p>NOTE: If not submitted when due, we must guesstimate your Timetable for you and charge accordingly. We 'guess long' to cover whatever time and equipment you might use.</p>
When we receive your timetable	LPAT	We send an itemized Estimate based on your Timetable details, and your Security Payment amount with its due date.
At least five business days before your event	You	The Security Payment is due – by credit card (easiest, fastest refund) or PayPal or by check (very slow refund).
A few business days after your event	LPAT	We send the Final Invoice and we refund your Security Payment balance.