

Florida Studio Theatre

Richard Hopkins
Producing Artistic Director

CONTEMPORARY THEATRE. HISTORIC SETTING.
DOWNTOWN SARASOTA



Rental Terms and Conditions

EVENTS
and
RENTALS

FLORIDA STUDIO THEATRE RENTAL TERMS & CONDITIONS

1. LIABILITY INSURANCE. FST shall not be held liable for any injuries that occur to Renter, event staff, vendors, or guests while they are on FST property. Renter shall carry and pay for general liability insurance fully protecting and insuring Renter, FST, and the Premises from and against any liability, claim, loss, damage or expense arising out of any of the foregoing with limits in an amount not less than \$500,000 for injury to or death of any one person, \$1,000,000 for injury to or death of any number of people arising out of any one occurrence and \$250,000 for damage to property. Said liability insurance will be carried in a solvent reputable insurance company authorized to do business in the State of Florida. Renter shall furnish Evidence of Liability Insurance Coverage at least fourteen days prior to event naming Florida Studio Theatre, Inc. and its agents and employees as additional insured.

2. INDEMNIFICATION. FST shall not be liable to Renter or any other person for any damage to property or injury to persons upon the Premises from any cause whatever, including, but not limited to, act of God, fire, water, defects in the Premises or otherwise. Renter shall indemnify and hold harmless FST from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Renters use, occupancy, management or control of the Premises or any portion thereof, or arising out of or in any way connected with any act or omission of Renter, any of said Renters licensees, agents or representatives and their respective successors and assigns or anyone claiming by, through, under or against Renter or resulting from any breach, violation or nonperformance of any covenant, condition or agreement herein contained on the part of Renter to be kept and performed resulting in loss of life or injury to any person or persons or damage to any property. Renter shall defend any and all actions, suits or proceedings which may be brought against FST, or in which FST may be impleaded or joined with others and shall satisfy, pay and discharge any and all judgments, orders and decrees that may be recovered against Renter or FST in any such action or proceedings.

3. CANCELLATIONS. Must be in writing. Should the Renter cancel a reservation more than four weeks prior to the event, the entire deposit minus a \$75.00 processing fee, will be refunded. The reservation deposit of a Renter who cancels an event less than four weeks prior to the date shall not be refunded. If the Renter cancels a reservation with less than two weeks prior notice, no refund of either the deposit or final payment shall be made.

4. FACILITY RENTAL RESERVATION. The Renter must submit a reservation deposit of 50% of the total rental cost upon signing. Final Rental Payment must be paid in full 14 days prior to the event date. FST reserves the right and authority to cancel contracts for failure to provide payment in full and on time.

5. FACILITY RENTAL. Includes standard air-conditioning, non-theatrical lighting, water (as installed on premise) and standard janitorial services

6. CONTRACTED RENTAL TIME. Use of the facility is only permissible on the dates and times outlined in the rental contract: this includes set-up and clean-up time. No refunds will be issued for late arrivals or early departures. If Renter, event staff, vendors, or guests have not left the premises by end of contracted time, additional time will be billed in half hour increments. An authorized representative of FST will be available during the rental period and have free access to the facility space at all times.

7. SET-UP AND BREAK-DOWN. Set-up time must immediately precede a rental, and break-down time must immediately follow a rental. FST is responsible for the set-up & break-down of all equipment supplied directly by the theatre. Set-up will be based on the floor plan designed by the Renter and FST. FST is not responsible for the set-up and break-down of any equipment not supplied directly by the theatre.

- 8. DELIVERIES.** All deliveries will occur during contracted rental period unless arrangements have been made with FST. A storage fee may be required if deliveries are made prior to the rental period.
- 9. DAMAGE.** FST does not allow taping, stapling, nailing, tacking, or gluing to the walls, floors or ceilings of the facilities. The Renter is financially responsible for any damage done to FST facilities.
- 10. RENTER PROPERTY.** FST shall not be responsible for any loss or damage to personal property placed in or about the facility. Renter shall hold FST harmless from all claims arising out of loss or damage to such property.
- 11. REMOVAL OF PROPERTY.** The renter must remove all items brought into FST by the conclusion of the rental period unless other arrangements have been made with FST. Property not collected within 7 days will be disposed of as necessary.
- 12. DECORATIONS.** Decorations must not deface the building and their installation is subject to prior approval from FST.
- 13. MEDIA USAGE.** FST reserves the right to photograph & film all rental events. The Renter agrees that FST may reproduce, publish, exhibit, or otherwise use the images captured at the rental event.
- 14. CATERER REGULATIONS.** FST is able to provide full-service catering from our resident catering kitchen. For FST catered events, a final guest count is due fourteen (14) days prior to the event. If a final guaranteed count is not received, then billing will be calculated upon the estimated count on the contract. A legitimate catering company, licensed to do business in the State of Florida may be used if the Renter does not wish to use FST's resident catering services. A \$250 Kitchen Use Fee must be paid if Renter uses an outside catering company.
- 15. FIRE CODE REGULATIONS.** Sarasota County Regulations require compliance for unobstructed evacuation passage. Renter shall not erect any signage, displays, etc. in the facility without approval from FST. "Standing room" is not allowed in any FST theatres during performances. Seating is prohibited in aisles or staircases. Renter agrees to comply with all other county & state fire code regulations in addition to those stipulated here.
- 16. ANIMALS.** Animals are prohibited in FST facilities, unless they are for medical assistance.
- 17. PUBLICITY FOR RENTAL EVENTS.** Publicity materials drafted by the Renter must not state or imply that their event is in any way sponsored or produced by Florida Studio Theatre, nor should it include any FST phone numbers in connection to your event unless box office services have been agreed upon and paid for. The use of the FST logo is not permitted.
- 18. STAGE CONDITION.** FST cannot guarantee the condition of their stages during a rental event. The Renter agrees to use all theatre spaces as-is.
- 19. OPERATION OF TECHNICAL EQUIPMENT.** FST Production Department is required to operate all FST technical equipment. Technicians are not included in the base rental rate. At least one technician is required for each event using sound and lighting equipment and must be present at all times Renter is in the facility.
- 20. ACCESS.** The Renter is guaranteed access to the Stage and the seating area in the House. Access to Backstage areas will be determined at the discretion of FST and may incur an additional charge.