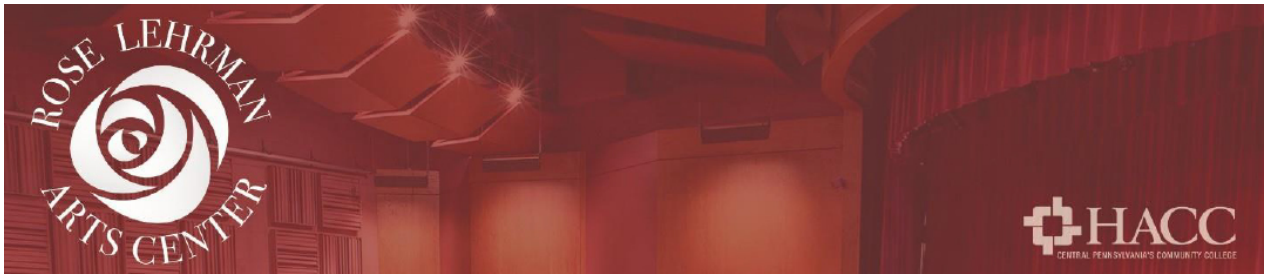

Thank you for your interest in renting the facilities at the Rose Lehrman Arts Center at HACC - Central Pennsylvania's Community College. We look forward to assisting you in planning your event. Please read all attached documents and fill out all attached forms either through legible print or type, submitting them to Theatre Technical Director Tristan Stasiulis at TJSTASIU@HACC.Edu

This Agreement for the rental of the Rose Lehrman Arts Center Theatre and/or other facilities is between _____ hereinafter referred to as 'RENTER' and Harrisburg Area Community College, hereinafter referred to as 'HACC'

1. Indemnification. RENTER shall indemnify and hold HACC harmless, as well as its officers, directors, agents, and employees collectively, from and against any and all claims, fines, or penalties and any and all liability to any third party from loss, damage, or injury to persons or property (including without limitation attorneys' fees, judgments, and settlements) in any manner arising out of or incident to: (1) RENTER's acts or omissions; (2) any breach by RENTER of any provision of this Agreement; (3) RENTER's noncompliance with any applicable federal, state, or local laws or regulations; and (4) the acts or omissions of RENTER's subcontractors, licensee's, agents, or invitees. The provisions of this subparagraph shall survive the termination of this Agreement

2. Cancelation. HACC reserves the right to cancel events if at any time HACC believes information given by RENTER may be false or misleading or if, in the opinion of HACC, the event may cause harm to the reputation of HACC, be in conflict with the values of HACC, or in any way endanger person or property.

3. Insurance. RENTER shall maintain Comprehensive General Liability Insurance that will protect RENTER from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by RENTER or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name Harrisburg Area Community College as additional insured. RENTER's Insured limits must be as stated below or greater.

EACH OCCURANCE $1,000,000
DAMAGES TO RENTED PREMISES (Ea. Occurrence) $1,000,000
MED EXP (Any one person) $5000
PERSONAL & ADV INJURY $1,000,000
GENERAL AGGREGATE $2,000,000
PRODUCST - COMP/OP AGG $2,000,000

RENTER must provide proof of liability insurance covering the dates of the event, at least two weeks prior to the event, or risk their event being canceled.

4. Accident Reports. If any of the equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, RENTER agrees to promptly notify HACC and Property Owner of the incident, and will file all necessary accident reports, including those required by law and those required applicable insurers. RENTER, including its employees and agents will cooperate fully with HACC and all insurers providing insurance under this agreement in the investigation and defense of any claims. If any documents are served or delivered to RENTER, its employees, or its agents in connection with any claim or lawsuit filed or threatened against RENTER or any party named in this agreement, RENTER shall promptly deliver such documents to HACC.

5. Deposit. HACC retains the right to charge a deposit to reserve your event. If RENTER cancels their event, deposits will be refunded as follows: Cancellation 30 days or greater = 100% refund. Cancellation at 15 days = 50% refund. Cancellation less than 15 days = no refund

6. Advertisement. The Rose Lehrman Arts Center and HACC-Central Pennsylvania's Community College must be listed on all advertisements and printed materials. The College's logo should not appear on any advertising for RENTER's event. HACC is NOT responsible for the promotion and publicity of RENTER's event.

7. Licensing. RENTER at their own cost and expense, shall be solely responsible for securing and shall secure any and all performing, broadcasting and other rights or licenses as may be required for any and all copyrighted works associated with the event. RENTER shall indemnify and hold harmless HACC, their officers, agents and employees, from any and all liability, losses, costs, expenses, including reasonable attorney's fees, causes of action, claims and suits, whether based upon infringement of copyright or other proprietary rights, or negligent or intentional acts or omissions of RENTER.

8. Ticketing. The Rose Lehrman Arts Center Theatre has 379 seats. While general admission seating has worked well for many community organizations, if RENTER plans on using reserved ticketing, HACC recommends using the Rose Lehrman Arts Center seating plan in the printing of tickets. The seating chart can be found at www.hacc.edu/RLAC/upload/Rose-Lehrman-Seating-Chart.pdf.

9. Technical Requirements. RENTER must contact the Theatre Technical Director at TJSTASIU@HACC.edu at least two weeks in advance to discuss the final stages of set-up and/or any technical needs. If RENTER has particular musical sound and acoustic needs please contact the Theatre Technical Director for suggested sound companies that may contract directly. HACC is ONLY able to handle basic sound needs for most events.

10. Audio Volume. HACC regulation stipulates that the sound levels in the theatre are not to exceed 100 dB (A weighted) measured at center of house. If young children are present, it may not exceed 85 dB.

11. Food and Drink. HACC's catering service "The Chef's Apprentice' has first right of refusal for any catering requests for events at the Rose Lehrman Arts Center. A menu and contact information is available upon request. Note that there can be no food or beverage except for water in the theatre at any time.

12. Alchohol. Alchoholic beverages may not be served without prior written approval from the College Chief Financial Officer. Application for service of alchohol must be approval via seperate form 45 days prior to event date.

13. Vehicle access. As a security precaution loading and unloading of vehicles must be performed from the loading dock in A112, or from the rear door of the Rose Lehrman Arts Center. No vehicle may be driven to the front of the Rose Lehrman Building or on other sidewalks without prior express authorization.

14. Cleaning. Premises occupied by RENTER must be cleaned and returned to the original condition in which they were presented and entered by RENTER at the beginning of the rental period. RENTER agrees to leave the premises clean of all trash and materials, remove all tape and residues, and sweep the floor clean at end of rental term. Extra cleaning, waste removal, and or storage charges may be imposed if Renter leaves trash, stains, residues, sets, set pieces, props, materials, equipment or other items at HACC at the end of rental period. Trash must be disposed of in appropriate receptacles. Disposal of hazardous materials in HACC waste receptacles is strictly prohibited and may be in violation of certain local, state, and federal laws. RENTER may request additional Custodial staff from HACC for an additional fee. For further information contact the HACC Theatre Technical Director.

15. Restricted Acts. Use of all types of aerosol glitter spray is prohibited in all HACC facilities. Fog or Haze may not be used without express advance permission and confirmation in each use that HACC fire systems have been supressed. Live flame may not be used without express advance permission and a fire marshal present at RENTER's expense.

16. Loss Valuation. Unless otherwise agreed in writing, RENTER shall be responsible to HACC for the replacement cost value or repair costs of HACC property, including rented goods, equipment, sets, materials or props (if such property or rented goods can be restored, by repair, to its pre-loss condition) whichever is less. Loss of use shall be determined by the actual loss sustained by HACC. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged equipment. If there is a reason to believe a theft has occurred, HACC shall file a police report.

17. Estimate and Payment. HACC will provide an estimated cost to RENTER, based on information given within this form. Final invoice will be based on facilities and time used during the rental period, which may be more or less than the estimated amount. RENTER agrees to promptly remit payment upon receipt of final invoice from HACC.

18. Greater Force. Neither party shall be liable to the other party for failure or delay to meet any obligation under the terms or conditions of this Agreement (other than failure or delay in the payment of money owed, due and payable hereunder) when such a claim is attributable to causes by greater force, clearly beyond that party's control and not a consequence of that party's fault or negligence, or when the reason for said claim could be avoided by the exercise of due care by that party. Any failure or delay caused by greater force or extraordinary circumstances including, without limitation, natural disasters or other Acts of God, governmental restrictions or actions, or by any other extraordinary circumstances such as war, riots, civil disorder, power failures, and/or damage or destruction of any HACC facilities, shall not be deemed a breach of this Agreement, provided that, as a condition of a claim for such excusable failure, the party that is unable to perform in accordance with this Agreement, shall promptly give the other party a written statement containing sufficient details of the cause relied upon and may be required to provide evidence that validates the claim. This clause (often referred to as "force majeure") is not intended to excuse either party of contractual obligations or failure to satisfy any term or condition of this Agreement for reasons within the control of the parties.

Facilities Rental Rates and Inclusions

501(c)(3) Organizations may reach out to TJSTASIU@HACC.edu to inquire regarding special rates
All rentals include guest wifi access upon advanced request

Mainstage Theatre A106: $250/hour (4 Hour Minimum/Day) Includes:
One Theatre Technician
One Yamaha TF5 Mixing Console with two main speakers and up to four monitors
One ETC Element Lighting Console with basic lighting package
Two Audio-Technica ATW-T341b Wireless Microphones
3.5K Lumen Rear Projector with Midstage Screen
Eight UltraLITE-HD Wireless Headsets for backstage communication
Podium, Seating, and Tables available upon request.
Use of Lobby and Greenroom available upon request.

Blackbox Theatre A104: $200/hour (4 Hour Minimum/Day) Includes:
One Theatre Technician
One Yamaha O1V96 Mixing Console with two main speakers
One ETC Express 72/144 Lighting Console with basic lighting package
Eight UltraLITE-HD Wireless Headsets for backstage communication
Podium, stage seating, and tables available upon request.
Use of Lobby and Greenroom available upon request.

A104 as Holding/Dressing Area: $200/Day includes:
Seating and Table setup available on request

Individual Classrooms: $200/Day Includes:
Access to classroom PC with guest login and projector with screen if any are installed.
Additional seating available upon request.

Cooper Caffeteria: $500/day (Does Not include use of any kitchen areas) Includes:
Seating and Table setup available on request

ROSE LEHRMAN ARTS CENTER THEATRE EXTERNAL RENTAL FORM

Read all attached documentation before filling out form.
Complete all information and return to
Theatre Technical Director: Tristan Stasiulis at TJSTASIU@HACC.Edu
Not Valid Until Signed By Theatre Technical Director

Event Name: _____

Organization Name: _____

Mailing Address: _____

Contact Name: _____

Contact E-mail: _____ Phone Number: _____

Event Description:

	Yes	No
Will food be served to attendees? *"The Chef's Apprentice' has first right of refusal for any catering requests*	☐	☐
Will food be served backstage for performers?	☐	☐
Will alchohol be served? *Must have written approval via seperate form 45 days prior to event*	☐	☐
Will the event be recorded?	☐	☐
Will the event be streamed?	☐	☐
Will Fog or Haze be used? *RENTER must provide Fog or Haze Equipment and provide models numbers*	☐	☐

Requested Rental Dates and Times

Please factor in setup and tear down times, in addition to event times

Mainstage Theatre A106: $250/hour (4 Hour Minimum/day) *Individual Classrooms $200/Day*
Blackbox Theatre A104: $200/hour (4 Hour Minimum/day) *A104 as Holding/Dressing Area $200/Day*
Cooper Caffeteria: $500/day (Does not include kitchen)

Requested Date M/D/Y	Arrival Time	Event Time	Departure Time	Spaces Requested (Theatre, Greenroom, Lobby, Classrooms, etc)	Anticipated Attendace

Equipment Requests

Audio	Cost	Requested
Up to two Wireless Handheld Microphones	Incl.	☐
Wireless Rack, with a Maximum of 8 total Devices from below	$100	
Wireless Handheld Microphones (up to 8)	^	☐
Wireless Lavalier Microphones (up to 7)	^	☐
Grand Piano *Must be serviced prior to performance by an approved tuner*	$50	☐
Video		
3.5K Lumen Rear Projector with Midstage Screen	Incl.	☐
8K Lumen Front Projector for Upstage Cyc	$100	☐
Basic Staging Goods *Any or all below Basic staging goods to be place on stage are included*		
Podium	Incl.	☐
Chairs	Incl.	☐
6’ Rectangular Tables	Incl.	☐
Advanced Staging Goods *Any or all below goods to be place on stage is a flat fee per rental*	$100	
5x Wenger Acoustic Shell pieces	^	☐
4x Tourmaster 3 step risers	^	☐
2x Platforms 8 foot Length x 6 foot Width x 16 inches Height	^	☐
Dance		
Black Marley Type Floor	$150	☐
8 Boxbooms with 4x 6x9 Altman Ellipsoidal Lights	$450	☐

Estimated Cost to RENTER [HACC USE ONLY] *Note: Final Invoice will be based on actual time and equipment used*

Each undersigned individual represents that they are empowered to execute this agreement on behalf of their respective party

RENTER

Print Name	Signature	Date

HACC

Tristan Stasiulis
Theatre Technical Director

Print Name	Signature	Date