



**TERMS AND CONDITIONS FOR USE OF
THE TUCSON CHINESE CULTURAL CENTER**

The Tucson Chinese Cultural Center (TCCC) is a facility of the Tucson Chinese Association (TCA) in Tucson, Arizona. The TCA is a private, non-profit organization established to present and promote the cultural heritage of Chinese Americans and to encourage greater understanding and appreciation of Chinese culture in the United States.

The following priorities have been set for granting use of The Tucson Chinese Cultural Center:

- 1 - The Tucson Chinese Association (TCA)
- 2 - Community based organizations, associations and schools whose cultural programs, intent and/or missions are consistent with those of the TCA
- 3 - Other non-profit organizations
- 4 - Commercial sponsors and / or activities

Individuals or organizations interested in using the Tucson Chinese Cultural Center must follow prescribed application procedures, which require submission of the forms listed below to the Executive Director of the TCCC (or his authorized representative) for review and approval. They are:

- 1 - Facility Use Application (FUA)
- 2 - Bank Check Authorization
- 3 - Technical Contract as may be required
- 4 - Event Staff Contract as may be required

Preliminary approval of events and the determination of applicable rental classification and rates will be based on the Facility Use Application (FUA) which should be submitted as far in advance as possible with alternative dates and with a non-refundable \$500.00 deposit for each event date (which will be applied to User's final rental expenses).

The TCCC will be under no obligation to hold or guarantee tentatively approved use dates and times until a FUA and a non-refundable user deposit of \$500.00 has been received.

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Upon receipt of the FUA and deposit a Rental Contract shall be issued at which time a **50%** base rent deposit shall be due and payable.

Estimated expenses to include balance base rent, shall be due and payable on or before fifteen working days prior to the User's first day "in" the theatre.

User is responsible for payment upon five days of receipt of a final invoice for actual expenses incurred for the contracted event.

The Terms and Conditions that follow are attached to and form a part of the Use and Rental Contract for facilities and services of the Tucson Chinese Cultural Center:

1. Purpose: The User named in the attached Use and Rental Contract is granted the right to use the facility at the times and for the purpose specified therein and for no other purpose, subject to termination of such right as hereinafter provided. The User is and shall be deemed an independent contractor and not an employee, agent, representative, or co-venturer of the TCA. The Contract confers use privileges only and does not create any tenancy or other estate in the User. The TCA agrees, however, not to use or grant contracted use privileges to others without giving the User a reasonable alternative period and advance notice.

2. Base Rental Fees: The User agrees to pay the established base rent to the TCCC as set forth in the attached Contract plus all other service and percentage fees specified therein. The base rent will cover a single use / event (plus rehearsal time, if available) during any four (4) hour period within the Center's normal hours of operation. An additional charge will be added to and become part of the base rent for a second use scheduled on the same day. Base rent will be due and payable on the date(s) specified in the contract or, if not specified, at least fifteen (15) working days prior to the first scheduled time of usage. Additional service fees (e.g. labor, equipment, etc.) or percentage fees will be due and payable within five (5) days following the receipt of the final bill, unless otherwise specified in the contract.

3. Base Services Provided: The Tucson Chinese Cultural Center will provide, as part of the base rental: heating /cooling system; permanent electric light fixtures; house sound/lighting systems (excluding equipment such as microphones, lighting instruments and props); one daily cleaning of all public spaces and between uses clean-up for events with more than one event on a single day; use of available rooms; normal coordination services of the Center's Event Manager and Executive Director. All other expenses incurred by the TCA and the TCCC in connection with the event will be billed to the User. Estimates of those probable costs can be determined from the attached Fee Schedule--all rates are subject to change. For special or unusual expenses of a substantial amount, The TCA will receive prior written consent from the User, unless otherwise specified in the contract.

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4. Deposit: The User will be required to pay a non-refundable rental deposit of \$500.00 for each use date to secure a date hold in the facility. A payment of 50% of the base rental fee to the TCCC upon execution of this agreement. The User agrees to make such deposit by certified check made payable to the TCCC; no personal checks will be accepted. This deposit will be held by the TCCC to be deducted from rental or service charges due from the User, or applied to any expense or loss which the TCCC might incur on the User's account, including without limitation (i) any charges for insurance, salaries, equipment or services incurred by the TCCC on the User's behalf; (ii) the cost of removal and storage of any stage settings, scenery, decorations or other equipment or property erected or placed, but not removed, by the User at the end of the last use; (iii) the cost of replacement of any TCCC property damaged by the User.

5. Advance Payment: The TCA requires the User to pay in full the total estimated charges for rental services and materials. If not specified, at least fifteen (15) working days prior to first scheduled time of usage. The advance payment, will be made payable to the TCCC by certified check only. No personal checks will be accepted.

6. Confirmation of Dates: Dates and times requested by the User are not considered confirmed until the Executive Director of the TCCC (or his authorized representative) first approves the event and the User returns a signed contract accompanied by a \$500.00 non-refundable deposit for each scheduled event, as required. The contract and deposit must be signed and returned within fourteen (14) days from the date contract is written. Failure to comply means the User automatically cancels arrangements with the TCCC.

7. Publicity/Advertising: The User shall not advertise any event prior to the signing of this contract, or until contracts between all parties involved have been properly executed. User may be required to exhibit such event contracts to the TCCC Executive Director prior to approval of this contract. Whenever the Center is mentioned in publicity releases, ads, etc., it will be referred to as THE TUCSON CHINESE CULTURAL CENTER. At its discretion, the TCCC may list the User's event in its own press releases and newsletters.

8. Technical Requirements: A Technical Contract should be negotiated with The TCCC at least two (2) months prior to the scheduled event. It will include cost estimates of all technical equipment, rehearsal time, and personnel required for the event. Any equipment brought in by the User for use in the facility must be inspected by the Center's Event Manager for compliance with fire and safety regulations, and the TCCC Executive Director will have final authority to approve or deny use of such equipment. Technical information from the User to the Center's Event Manager shall be communicated first hand. By signing the Technical Contract, the User is agreeing to pay for all actual costs incurred based on the estimates provided herein.

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9. Rehearsal Arrangement: Access to the TCCC for purposes of set-up/rehearsal is normally limited to the day prior, schedule permitting, to the event, or the day of event. All schedules and details must be arranged with the Center's Event Manager and specified in the Technical Contract which should be returned no later than one month prior to the date of the scheduled event. The TCCC reserves the right to limit the number of persons who may come into the facility during any rehearsal. Last minute additional rehearsal time will not normally be permitted. All changes or additions to the Technical Schedule must be approved by TCCC Executive Director (or his authorized representative). The User agrees to allow the TCCC to reschedule set-up time and/or rehearsal time as necessary if time conflicts arise.

10. Front-of-House Requirements: A Front-of-House Contract should be negotiated with the TCCC Executive Director as far in advance as possible to the scheduled event. It will include cost estimates of house personnel (event personnel, concession salesperson, etc.), additional space or equipment rentals. By signing the Front-of-House Contract, the User is agreeing to pay all actual costs incurred based on the estimate provided herein.

11. Staffing: All staff needed for the operation and coordination of the facilities and equipment for any event will be determined by, secured by, and will be responsible to the TCCC Executive Director (or his authorized representatives), and charges for their services will be billed to the User at rates estimated by the TCCC Executive Director (or his authorized representative).

Overtime charges will be charged to the User at time and one half (1-1/2) after eight (8) hours and double (2) time after twelve (12) hours. All TCCC personnel working over five (5) hours will be given a meal break of at least thirty (30) minutes. Personnel working sixteen (16) hours or more will be given at least two (2) meal breaks of at least thirty (30) minutes each. A Meal Penalty will be assessed to the User if a meal is missed, the specific meal penalty will be mutually agreed upon by the User and TCCC Executive Director (or his authorized representative). For events occurring on Federal holidays, all personnel will be billed at time and one half for the first eight (8) hours, double time after eight (8) hours and triple time after twelve (12) hours of work.

12. Control of Premises: The TCCC will, at all times, be under the control of the TCCC Executive Director and his authorized subordinates (specifically the Center's Event Manager). The right is reserved at all times for any and all employees of The TCCC so designated to enter the premises. The facility is not opened, nor does an event begin, without the expressed permission of the Center's Event Manager.

13. Opening Hours: The TCCC normal operating hours are between 9:00 a.m. and 12:00 midnight. For all events to be held at the TCCC, doors will be opened normally to the public thirty (30) minutes prior to the curtain time unless specifically arranged otherwise with the TCCC Executive Director.

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14. Smoking: The TCCC is a non smoking facility. Smoking will only be allowed outside the facility, NEVER IN THE AUDITORIUM PROPER. Smoking on stage is permitted only when specified as required in the script and must be approved in advance by the TCCC Executive Director. Any infraction of smoking and fire regulations may be cause for immediate cancellation of the event and the closing of the facility.

15. Recording: User agrees that no photographs or audio/video recordings of any kind will be made during an event covered in this Contract without prior written permission from the TCCC Executive Director. The TCA reserves the right to require payment for any recording privileges granted.

16. Concession Sales: The TCCC reserves unto itself or its assigned agents the sole right to sell or dispense soft drinks, beer, wine, liquor and food items commonly sold or dispensed in auditoriums and to operate check rooms and other house services unless other special concession terms have been authorized in advance by the TCCC Executive Director. Sales of other items in the facility are restricted to souvenir programs, posters, librettos, records or books pertaining to the performer and/or event. Sale of such items must be approved in advance using procedures established by the TCCC Executive Director and will occur from designated tables in the main lobby area only. For the privilege of such sales, the TCA shall be accorded a commission of 20% of the gross sales for community/non-profit organizations and 25% for commercial organizations.

17. Promotional Displays on the Premises: Promotional or advertising materials may not be posted, distributed or displayed on the premises of the TCCC without the prior written consent of the TCCC Executive Director. Such materials must be located so as not to interfere with traffic, permanent or temporary signage, or in such a manner as to cause the lobby areas to appear cluttered.

18. Donations: Whether for charity or otherwise, no solicitation or collection of donations, other than for the purpose of said event, shall be made, attempted or announced on the premises without written consent of the TCCC Executive Director. .

19. Theft: The TCA and the TCCC will not be held responsible for losses by the User, its agents or employees or tickets holders occasioned by theft or disappearance of equipment or personal property during the use of the TCCC facilities.

20. Security: The TCCC requires User to provide a list of all personnel and their duties and responsibilities (i.e. Stage Technician, Hospitality, etc.) at least one week prior to the first scheduled use of the facility.

21. Removal: User shall remove or cause to be removed all scenery, equipment and other property brought into the facility immediately following the close of the

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event. Any storage arrangements between performances must be arranged and approved by the TCCC Executive Director in advance. The TCCC will not be responsible for any scenery, equipment or other property left after the final performance and/or event.

22. Damage to the Tucson Chinese Cultural Center: User shall be responsible for the payment of any and all damages to the building, furnishings, fixtures or equipment of The TCCC whether caused by User or its' patrons. User shall not drive any nails, screws tacks, pins or other objects into the floor, walls, ceilings, partitions, doors, door or window casings or woodwork of the facility and will not in any manner change or move any fixture of the facility except as may be authorized by the TCCC Executive Director (or his authorized representative). Damage to the premises shall be at the expense of the User (normal wear and tear excluded).

23. Copyright License: The securing and payment of any copyright license fee(s) are the sole responsibility of the User. If applicable, User will deliver proof of copyright license to the TCCC seven (7) days prior to the event covered by this contract. In addition, User agrees to hold harmless the TCA and the TCCC against all claims, demands, costs and expenses that they may sustain or incur by reason of any infringement or violations of any copyright or proprietary right in the event(s) covered therein.

24. Taxes, Royalties and Permits: User will be responsible for payment of all state, county or local taxes incurred from sales of any items related to, or offered in conjunction with the event covered by this Contract (e.g. records, books, souvenirs, etc.), and for any royalties (e.g. ASCAP) which are incurred by said event held in The TCCC. User will also be responsible for securing all business, tax and policy permits for soliciting and conducting said event at the TCCC.

25. Liability Insurance: User agrees to provide single limit public liability insurance policy in which User is named as insured and the Tucson Chinese Association and the Tucson Chinese Cultural and Community Center as additional insured as respects to the event in the amount of one million dollars (\$1,000,000.000) covering bodily injury, including death and property damage, and shall provide a copy of the certificate of insurance as proof to the Tucson Chinese Association no later than fourteen (14) days after the signed contract is received. The Tucson Chinese Association shall not be responsible for Workman's Compensation for the User.

26. Assignment of Lease: User agrees not to assign, transfer, convey, sublet or otherwise dispose of this Rental Contract or its right to use the TCCC to any other person, company or corporation without the previous consent in writing from the TCCC Executive Director (or his authorized representative).

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27. Cancellation by User: Should the User cancel the event in the attached Contract, no refund of funds deposited will be made and User agrees to also pay any reimbursable expenses incurred by The TCCC in connection with the event covered by the Contract.

28. Default: Should the User default in the performance of any of the terms and conditions of the Contract, the TCCC Executive Director, at his discretion may terminate the same. Any deposit of funds made by the User to the TCCC will be retained and considered liquidated damages. The User, in accepting the attached Contract, agrees that The Tucson Chinese Association can declare the User in default.

29. Impossibility: In the event that The TCCC or its premises are unfit for occupancy by the User during the period covered by this Contract by reason of fire, earthquake, strike, civil disturbance or other cause beyond the control of the TCA, this Agreement will be of no force or effect.

30. Public Safety and Indemnity: User agrees to conduct its activities upon the premises so as to not endanger any person lawfully thereon and to indemnify, defend and hold harmless the Tucson Chinese Association and the Tucson Chinese Cultural Center from all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons, or property damage, or loss by the Tucson Chinese Association and the Tucson Chinese Cultural Center, User or any persons, howsoever caused, during the period in which this Contract covers the use of the stated space, or occurring as a result of the user of such space during the agreed period.

31. Safety Regulations: User shall conform to all state, county, municipal rules, regulations and ordinances pertaining to fire, health and safety.

32. Alcohol on Premises: The User agrees that no alcoholic beverages will be brought onto the premises of the TCCC nor consumed by any members of said organization's Board of Directors, performer or cast, crew or individuals associated with that event or ***organization unless written verification of required Liquor Liability Insurance has been received by the TCA. Written verification will be a Certificate of Insurance indicating proper Liquor Liability Insurance.***

33. Non-Discrimination: There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, ancestry, national origin, sex, marital status, creed or religion in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment on the land, nor shall the transferee himself or any person claiming under or through him, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or venders of the land.

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34. Additional Regulations: The Tucson Chinese Association reserves the right to impose additional rules or regulations, or to set up special rental and use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the Tucson Chinese Association and the Tucson Chinese Cultural Center, and such regulations will be binding upon the User. Violations by the User will result in cancellation of this Contract.

AGREED _____

DATE _____

Print Name and Title

Organization and/or Individual

Address

City/State/Zip Code

Telephone Number

e-mail address
