

DETROIT COUNTRY DAY SCHOOL'S

Seligman Family Performing Arts Center

Rental Application Form

SOURCE OF REQUEST

Name of Organization: _____

Primary Contact: _____

Phone: _____ Pager/Cellular Phone: _____

Address: _____

EVENT INFORMATION

Name of Event: _____

Date: _____ Hours: _____

Alternative Date(s): _____

Description of Event: (Please submit supporting materials)

Rehearsal Requirements: _____

Talent/Speaker Fee Basis: (circle one) Flat Guarantee PLUS Straight %

Contract Details of Above: _____

Ticket Price Range: _____

Ticketing System Used (*ex. Ticket Master*): _____

Seating (Reserved, Select Reserved, Festival - Unreserved): _____

Anticipated Size of Audience: _____

Dressing Room Requirements:

Total # _____, Male # _____, Female # _____,

Youth # _____, Special Needs: _____.

TECHNICAL REQUIREMENTS (Attach technical rider)

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EDUCATIONAL ADVANTAGES OF EVENT FOR DCDS

(Example: Master class opportunities, performances for students, etc.)

DCDS CONTRACT REQUIREMENTS

1. Talent Contract

Renter confirms that it has a valid, properly executed contract with performers/speakers who will be utilizing the facilities during the event dates provided for in this agreement. Renter will submit upon demand of DCDS a copy of said contract(s).

2. Copyright

Renter shall have the obligation to obtain all appropriate BMI, ASCAP, and other similar licenses for its performances and pay the associated costs.

3. Program Content

DCDS reserves the right to review beforehand any performance or entertainment to be offered under this agreement, and Renter agrees that no such performance/entertainment or part thereof shall be given or held if DCDS presents Renter with a written objection on the grounds that the performance/entertainment is offensive to public morals or good taste, or upon the failure of Renter to uphold event advertising claims, or upon Renter's violation of agreed upon event content restrictions. The failure of DCDS to review beforehand any performance or entertainment content and/or the failure of DCDS to provide Renter with a written objection to an event, does not constitute an implied or express approval on the part of DCDS as to the content of the event. Renter takes full and sole responsibility for the content of the performance or entertainment and shall defend and hold DCDS harmless from all third party objections, claims, lawsuits, or other adverse action made, filed or taken relating to the content of the entertainment/performance.

4. Insurance

Renter shall obtain at its sole expense Commercial General Liability insurance which provides coverage for Renter, DCDS, and their respective employees, agents, and representatives. Such insurance shall provide coverage against loss or expense resulting from bodily injury, property damage, or other claims arising from the Renter's use of DCDS facilities.

Said insurance shall provide limits of liability of not less than a combined single limit of \$1 million. Renter shall obtain all risk insurance for all properties brought into DCDS facilities by Renter and third persons under its control.

Auto Liability coverage shall be procured with a limit of \$1 million Combined Single Limit. Coverage should include Hired and Non-Owned Auto Liability.

Commercial General Liability insurance will include the following coverages: Personal and Advertising Injury, Contractual Liability (including Personal Injury), Products and Completed Operations, discrimination for non-employment related suits.

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Coverage will be placed with an insurance company with an AM Best rating of A-VII or greater. The General Aggregate applicable to the policy shall apply to each event. DCDS will be named as an additional insured.

In the event the Renter fails to supply DCDS at least two weeks prior to the first event covered by this agreement, documentation confirming appropriate insurance coverage, DCDS may elect to cancel all further events contemplated to be held pursuant to this agreement until DCDS is first provided with such insurance coverage documentation.

THE PROCUREMENT OF SUCH INSURANCE COVERAGE AND DOCUMENTATION THEREOF SHALL BE THE SOLE RESPONSIBILITY OF THE RENTER.

5. Laws, Ordinances, Rules, and Regulations

Renter shall obtain and pay for all necessary permits and licenses, if any, required for the event being presented, and shall not do, or permit to be done, anything on the premises in violation of any federal, state, and local laws, ordinances, rules, or regulations; and if the Renter is notified of any such violation, the Renter shall immediately take corrective action to eliminate the continuation of such violation.

6. Renter Provided Equipment

Renter warrants that all equipment brought into DCDS facilities shall be in good working order and meeting applicable safety regulations. Renter accepts responsibility for proper and safe operation, supervision and guarding of its equipment and hereby indemnifies and holds harmless DCDS against any and all claims, damages, losses or expenses arising out of, or resulting from, Renters operation, supervision or guarding of such equipment.

7. Smoking

All DCDS facilities are smoke-free.

8. Food and Drink

Eating and drinking are not permitted in the auditorium. All catering arrangements must be approved by DCDS.

9. Discrimination

Renter shall not unlawfully discriminate against any person.

Validation of Application

Signature of Applicant: _____ Date: _____

Please Return to

Jim Davis

Detroit Country Day School

22305 W. 13 Mile Rd

Beverly Hills, MI 48025

Facsimile: (248) 646-2458