

**FRANKLIN COUNTY  
COMMISSION AGENDA ITEM**

<b>TO:</b> BOARD OF FRANKLIN COUNTY COMMISSIONERS	<b>Reviewed:</b>
<b>FROM:</b> Lisa Johnson	<b>Ext:</b> 3485
<b>DEPARTMENT:</b> Administration	
<b>DATE:</b> Wednesday, July 29, 2009	<b>No:</b>

**ITEM: Enter into an agreement with ACT Ottawa for the use of the Franklin County Courthouse for the fall production of To Kill a Mockingbird**

Background: The Commission has met with and discussed the possibility of allowing the ACT Ottawa group the use of the Franklin County Courthouse courtroom for the fall 2009 production of To Kill a Mockingbird. Per the Commission's request, I have consulted each of the departments in the building and there are no objections to the proposed use. The attached agreement has been drafted to formalize the terms and conditions of the use as requested by the Commission. The agreement provides for liability insurance for the event and outlines the responsibilities of both the County and ACT Ottawa.

Recommended Action: Execute the proposed agreement.

Attachments: Agreement

**AGREEMENT BETWEEN ACT OTTAWA AND FRANKLIN COUNTY FOR THE  
RENTAL/USE OF THE FRANKLIN COUNTY COURTHOUSE/ 2009**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Franklin County, Kansas, hereinafter referred to as "**County**," and ACT Ottawa, hereinafter referred to as "**RENTER**".

1) **PURPOSE:** Rental is granted for the sole and only purpose of the preparation of production of *To Kill a Mockingbird*.

2) **RENTAL SPACE:** For and in consideration of the sum hereinafter specified, **COUNTY** grants to the **RENTER** the use of the following portions of the Franklin County Courthouse, which is located at 315 S. Main, Ottawa, Kansas 66067: Courtroom and adjacent hallways.

3). **USE DATES:** **RENTER's** right to enter the premises hereunder commences on August 29, 2009 and terminates on October 19, 2009.

**RENTER** is to present rehearsal(s) and performance(s) / event(s) according to the following schedule:

Saturday, August 29	1 – 5 p.m.	Auditions & Crew Applications due
Sunday, August 30	3 – 5 p.m.	Call-backs & Crew Interviews
Monday, August 31	6 – 8 p.m.	Read-through, full cast and crew
Tuesday, September 1	6 – 8 p.m.	Blocking rehearsal
Wednesday, September 2	6 – 8 p.m.	Blocking rehearsal
Saturday, September 5	1 – 5 p.m.	Set Building
Monday, September 7	TBD	Possible Set Building (LABOR DAY)
Tuesday, September 8	6 – 8 p.m.	Blocking rehearsal
Wednesday, September 9	6 – 8 p.m.	Blocking rehearsal
Saturday, September 12	1 – 5 p.m.	Set Building
Monday, September 14	6 – 8 p.m.	Blocking rehearsal
Tuesday, September 15	6 – 8 p.m.	Blocking rehearsal
Wednesday, September 16	6 – 8 p.m.	Blocking rehearsal
Saturday, September 19	1 – 5 p.m.	Set Building
Monday, September 21	6 – 8:30 p.m.	Scene work
Tuesday, September 22	6 – 8:30 p.m.	Scene work
Wednesday, September 23	6 – 8:30 p.m.	Scene work
Monday, September 28	6 – 9 p.m.	Act run
Tuesday, September 29	6 – 9 p.m.	Act run
Wednesday, September 30	6 – 9 p.m.	Act run
Thursday, October 1	6 – 9 p.m.	Act run as needed
Saturday, October 3	1 – 5 p.m.	Set Move In (if needed)
Monday, October 5	6 – 9 p.m.	Straight run
Tuesday, October 6	6 – 9 p.m.	Straight run
Wednesday, October 7	6 – 9 p.m.	Straight run
Thursday, October 8	6 – 9 p.m.	Straight run
Saturday, October 10	8 – 10 a.m.	Tech rehearsal
Saturday, October 10	10 – 5 p.m.	Tech & Actor Straight Runs (2 x)
Monday, October 12	6 – 10 p.m.	Dress/Tech Rehearsal
Tuesday, October 13	6 – 10 p.m.	Dress/Tech if needed
Wednesday, October 14	8 – 4 daytime	OHS English field trips to see preview play
Friday, October 16	7 – 10 p.m.	Performance
Saturday, October 17	7 – 10 p.m.	Performance
Sunday, October 18	1 – 6 p.m.	Performance & Immediate STRIKE
Monday, October 19	1 – 5 p.m.	Final Move Out and Clean UP (if still needed)

4) FEE TERMS:

- a) BASIC FEE: **RENTER** agrees to pay **COUNTY** a guaranty of: **\$1.00** for rent of said space, equipment and personnel.
- b) ~~DEPOSIT~~ **RENTER** agrees to pay a deposit of **\$250.00** upon the signing of this agreement. The deposit may be used by **COUNTY** to cover reimbursable costs, damage to premises, cost of excess utilities, extraordinary janitorial services, removal of extraneous materials, or additional rent. All deposits will be processed immediately, with full or adjusted funds returned to **RENTER** as soon as possible.

5) **INSURANCE**: **RENTER** shall be required to provide event insurance coverage. Renter shall provide policies of insurance issued by companies authorized to do business in the state of Kansas. Renter then must provide a certificate of assurance (Liability and Property damage) naming **COUNTY** as a covered entity under the policy with the following minimum limits of liability: (a) \$500,000 for liability, and (b) \$25,000 for property damage.

6) **LICENSES**: Renter shall obtain at his own cost, licenses and permits as required by law and pay all applicable taxes.

7) **SUBLETTING**: Renter shall not assign or sublet to others the space, or any part thereof, covered by this agreement.

8) **RIGHT TO CANCEL**: **COUNTY** reserves the right to terminate this agreement up to thirty (30) days prior to the dates of production and twenty-four (24) hours prior to rehearsal dates. Should **COUNTY** exercise this right to terminate, Renter agrees to forego any and all claims for damages against **COUNTY** with no recourse of any kind against **COUNTY** except refund of deposit.

9) **PROPERTY LOSS OR DAMAGE**: **COUNTY** shall not be responsible for any loss or damage to machinery, equipment, paraphernalia, costumes, clothing, scenery, exhibit materials, musical instruments and cases, vehicles, or other property of the renter caused by theft, fire, riot, strikes, acts of God or any other course of whatever nature or kind.

10) **REMOVAL OF PROPERTY**: Renter agrees that all materials pertinent to the event, which are not the possessions of **COUNTY**, will be removed from the premises before the expiration date of this agreement. Otherwise, Renter shall be responsible for payments of moving labor and storage costs. Renter agrees that **COUNTY** shall in no way be responsible for loss damage, or claims against materials removed or stored under these provisions.

11) **PAYMENT FOR DAMAGES**: Renter agrees to pay all costs for repair or replacement for any and all damages of any origin or nature caused by Renter, by his guests or crew, or Renter's equipment which occurred during the term of this agreement in order to restore the damage to pre-contract form.

12) **LEGAL RECOURSE**: Should the Renter default in the performance of any of the terms and conditions of this agreement, **COUNTY** has the option to terminate the same. Any deposit made by the Renter to **COUNTY** shall be retained by **COUNTY** and considered payment for liquidated damages.

13) **COMPLETE AGREEMENT**: All terms and conditions of this written contract shall be binding upon the parties, their heirs or representatives, successors and assigns and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent who executed this contract. Such a written document becomes part of this contract.

14) **CONTROL**: Franklin County Courthouse shall at all times be under the control of **COUNTY** management. Duly authorized **COUNTY** representatives shall have free access at all times to all spaces in use by the Renter.

15) **SOUND LEVEL CONTROL**: **COUNTY will have control of sound level volume at all times**. The Renter and sound operator, if applicable, must cooperate with **COUNTY** management to achieve a satisfactory level. This will be strictly enforced. Failure to cooperate with **COUNTY** management will cause forfeiture of the deposit at a minimum.

16) **SMOKING**: Smoking is not permitted anywhere within the Franklin County Courthouse.

17) **ALCOHOL RESTRICTIONS**: No beer, wine or alcohol is allowed in conjunction with any stage event.

18) CARE AND USE OF THE BUILDING: The Renter shall not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, window casings, or woodwork of the facility, nor use pressure sensitive tape, nor glitter, nor use any candles, matches or other incendiaries in the building, nor change or move any fixture unless authorized by COUNTY management. This also applies to all decorations and advertising. There will be no decoration/advertising in the lobby, stairs, or on the front area (steps) of the building without express approval from COUNTY management.

19) CARE AND USE OF STAGE/AREAS: All scenery must be constructed and painted and ready to set up prior to production; touch-ups would be subject to approval of COUNTY management. All marking or spiking of the stage floor shall be done with removable tape. No pens, markers, paint or other substances may be used. Following the last performance, the renter shall remove all said tape, or an additional cleaning fee shall be charged. No items may be attached to any walls, mirrors, or doors of the backstage areas without express permission of COUNTY management.

20) FIREPROOFING: All drapes, hangings, curtains, drops, and other similar decorative materials used by the Renter, that would tend to increase fire or panic hazards, shall be made from non-flammable material or treated and maintained in flame retardant condition.

21) MACHINERY, COMBUSTIBLES & EXPLOSIVES: Renter shall not, without written consent of COUNTY management and perhaps, the Ottawa Fire Department, bring in or operate any engine, pump, motor or machinery on COUNTY premises. This also includes the use of oils, burning fluids, kerosene, naphtha, gasoline, paint, or any highly combustible substances, as well as smoke and dry ice effects that flow into the audience. No fireworks or explosives are allowed, and no agent other than electricity shall be used for illumination.

22) PUBLIC SAFETY: Renter agrees at all times to conduct all activities with full regard to public safety and will observe and abide by all applicable regulations and requests from COUNTY management or duly authorized government agents. COUNTY shall retain the right to cause any interruption of any performance in the interest of public safety.

23) The Renter shall be provided a key to the Courthouse to access the Courthouse for Rehearsals and Performances that shall occur outside of normal business hours in the evenings and/or on weekends. It is the Renters responsibility to ensure that no unauthorized personnel enter the building and that the door is not left unsecured so as to allow unauthorized personnel to enter the building. The key shall be returned to County Management at the termination of the production.

24) The Renter shall provide security during all public performances and times that the building is open to the general public for the performance at the cost of the Renter.

FOR **Franklin County**, dated:

FOR **RENTER**, dated:

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CHAIRPERSON

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Renter or Organization Contact

Rental Agreement received/deposit paid on \_\_\_\_\_/