

OUTSIDE VENDOR AGREEMENT LIABILITY WAIVER FOR USE OF BENET HALL THEATRE

Saint Joseph Abbey + Saint Joseph Seminary College

Saint Joseph Abbey + Saint Joseph Seminary College (hereafter jointly referred to as SJASC), hereby agree to allow (hereafter referred to as the "Vendor") the use of SJASC's BENET HALL THEATRE, subject to the rules and regulations stipulated to in this agreement and all addendums attached thereto.

1. AGREEMENTS

All vendors must check in with the SJASC Technical Director prior to unloading and installing any equipment.

SJASC shall not be liable for any injury to person(s) or damage to property sustained on the SJASC premises by members of the undersigned Vendor, the Vendor's organization or by performers/participants and patrons of the Vendor's event(s).

Vendor will provide its own adult supervision of all participants and/or activities without assistance or involvement on the part of SJASC.

Activity on the part of the Vendor is to be confined to the THEATRE, save for walking to and from parking areas. Use of grounds in front of the Abbey monastery or the Seminary College grounds for rehearsals, meals or other gatherings is prohibited. Unless special arrangements have been made in advance, offices and hallways of SJASC, apart from the facility described and the public restrooms in and adjacent to Benet Hall, are off limits and may not be trespassed upon by the Vendor, the Vendor's organization or by performers/participants and patrons of the Vendor's event(s). Fishing, swimming, boating, or any event in the adjacent river or the lakes is strictly prohibited. The use of Administrative offices, Dean's apartments, Family Rooms in Pius X and Borromeo Hall are off limits for use by the Vendor, the Vendor's organization or by performers/ participants and patrons of the Vendor's event(s) is prohibited. All buildings and areas not listed in the addendum are considered un-rented and are private property.

Unless special arrangements have been made and pre-approved by the Seminary College's theatre manager, no signs, posters or decorations may be used or placed on SJASC property.

The Vendor may not bring alcohol onto SJASC premises.

Smoking is prohibited in all SJASC buildings. Smoking is also prohibited in the front lobby of Benet Hall before, during, and after performances and during intermission.

No food or drinks are allowed in the auditorium area of Benet Hall, in all conference rooms, the lecture room, the prayer room, or dorm areas.

Cooking is not allowed on SJASC premises or in any of SJASC's facilities.

2. PARKING

Parking is strictly prohibited in the gift shop parking lot next to the theatre's loading dock. Violator's will be towed at the owner's expense. After unloading equipment at the theatre's loading dock, all vehicles must be parked in the back parking lot behind the theatre building.

3. INSURANCE

Vendor must indemnify and hold harmless SJASC from any liability for injury to and/or damages to any persons, firms, corporations, partnerships, and/or parties whomsoever, and/or property (including without limitation, the Leased Premises) caused by the sole and/or joint negligence of SJASC and/or their agents, employees, invitees,

licensees, and/or representatives, and including but without limitation any claims made under any strict liability concept, theory and or law, in any way arising out of or resulting from the use of the Leased Premises. Vendor shall remain liable for claims arising from Vendor's use or occupancy of the SJASC premises or facilities as listed in the addendum(s) arising out of defects in the rented premises or for liability arising from the negligence of SJASC's officers, agents or employees.

Vendor agrees to hold SJASC and it beneficiaries, their agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, for injuries to persons and damage resulting from theft, misappropriation, or loss of property occurring in or about the premises.

1. GENERAL

The Technical Director must be present any time a user is in the building. SJASC employees are not required to unload/load equipment into the theatre, nor are they required to set-up or install any of the Vendor's equipment or property.

All flash powder, explosives, fire, lasers or any other type devices are strictly prohibited.

The Technical Director must approve any spike tape used by the Vendor. The Vendor must remove all spike tape immediately following the event. Please keep spike tape to a minimum. No masking or duct tape is allowed.

All painting and construction must be done before entering the Theatre. No painting can be done or completed in or outside of the Theatres.

Nothing may be attached to any of the curtains or the proscenium arch.

Sets may not be nailed to the stage floor or attached any other part of the stage area. Weights are available to hold sets in place.

2. RIGGING

Only the Technical Director or the SJASC technical crew may operate any part of the rigging system, including curtains. The Benet Hall management or the Technical Director has the right to inspect, approve or reject any flying scenic unit or piece. No Vendor will be allowed to fly any person(s).

3. SOUND

A trained SJASC sound technician will operate the SJASC sound system whenever it is in operation.

4. LIGHTING

A trained SJASC lighting technician will operate the SJASC lighting system whenever it is in operation.

5. FOOD AND DRINK

Food and drink are prohibited at all times in the Theatre, including rehearsals. This includes the house, backstage, and the scene shop. **This includes alcoholic beverages.**

6. CONDUCT

Any person disrupting the usage or event process will be asked to leave SJASC property. If they do not leave, the police will be notified. Parents, students, etc must adhere to all rules and regulations. The Benet Hall management or the Technical Director is responsible for ensuring the SJASC property is not damaged or misused.

7. SMOKING AND CHEWING TOBACCO

The theatre is a smoke-free facility. Smoking is permitted outside the building in areas designated. Vendors will be responsible for the adherence to smoking regulations for all performers, technicians, management personnel, and others who take part in the production of an event. This policy will be enforced through a warning followed by a \$50 (fifty dollar) fine charged to the final bill for each occurrence.

8. OBSTRUCTION OF PASSAGE

The Vendor shall obstruct no portion of the sidewalks, entries, passages, vestibules, halls, or stairways, nor are these areas permitted to be used for any purpose other than entry and exit to and from the building. Exit lights, emergency lights, house lights, work lights, aisle lights, stairway and hallway security lights, or any other lights necessary for the safe occupancy of the building shall not be obstructed in any way. The Vendor may not block access to any doors – lobby, emergency exits, stage doors, etc..

9. ANIMALS

Except for seeing-eye dogs and animals required and pre-approved by the Technical Director as part of an event, animals are not allowed in Theatres or facilities. Theatre staff must be notified in advance if the production requires the use of animals so that the necessary precautions may be taken.

ACKNOWLEDGEMENT

I acknowledge that I have read the rules and regulations of Benet Hall Theatre and I will adhere to these policies as set forth by Saint Joseph Abbey and Seminary College.

SIGNATURES

Vendor hereby certifies that the person signing below is duly authorized to enter into this agreement on Vendor’s behalf

SJASC – Fr. Gregory Boquet, OSB
Title – President-Rector

Fr. Gregory Boquet, OSB
Date:

Prepared by: Kit Friedrichs-Baumann
Signature:
Date:

Vendor’s Signature

Date

Vendor’s Name & Title
Address:
Phone:
Email: