



Dreamland Arts
677 Hamline Ave N
Saint Paul MN 55104
651-645-5506
<https://dreamlandarts.com/>
info@dreamlandarts.com

SAMPLE CONTRACT

This Sample Contract is for informational purposes only. If you read nothing else, read the items in red.

This document will serve as a Contract between you, henceforth referred to as the ARTIST, and DREAMLAND ARTS, for the following purpose:

- 1. Purpose:** ARTIST agrees that the sole purpose of the space use is for a [performance, screening, reading, video shoot, etc].
- 2. Limits of Use:** This Contract between DREAMLAND ARTS and ARTIST is solely for the purposes specified in this Contract. Should DREAMLAND ARTS reasonably determine that ARTIST is engaging in any activity not specifically agreed to in this Contract, DREAMLAND ARTS may terminate this Contract immediately.
- 3. Fire/Smoke/Flammable Substances:** ARTIST understands that the use of fire, matches, candles, flammable substances, or anything that produces smoke, is strictly forbidden on DREAMLAND ARTS premises.
- 4. Alcohol/Tobacco/Drugs:** ARTIST understands that the consumption of alcohol, and the use of tobacco or illegal drugs on DREAMLAND ARTS premises is strictly forbidden.
- 5. Dates and Times:** [All times are from arrival to departure].
- 6. Hours:** ARTIST agrees to abide by the hours stated above, which are from the arrival of the first person to the departure of the last person from the ARTIST's group. All activity in the building must end no later than 10:00 p.m.
- 7. Rehearsals/Workshop Capacity:** 12 persons. At a rehearsal or workshop, the maximum number of persons from the ARTIST's group, including performers, technicians and support staff, will not exceed 12 persons.
- 8. Event Capacity:** 49 persons. At a public event, the maximum number of persons from the ARTIST's group, including performers, technicians and support staff, will not exceed 8 persons. The maximum audience capacity is 40 persons. The maximum building capacity at any event is 49 persons (including one DREAMLAND ARTS staff). No additional persons may be seated and there is no standing in the aisles.
- 9. Invited Audience at Rehearsals:** ARTIST must obtain permission from DREAMLAND ARTS prior to scheduling any rehearsals for which there is an invited audience. If the invited

audience results in more than 12 persons being present in the building, the rehearsal will be treated as an event, and additional logistical requirements will apply.

10. **Space Use:** ARTIST will have access to the Theater and Basement. The Basement is used as a green room for ARTIST's personnel only. Members of the audience or other general public may not enter the Basement for any reason, unless specifically agreed to in this Contract.
11. **Basement Access:** The Basement is not accessible except by stairs. DREAMLAND ARTS does not host or advertise public events to be held in the Basement.
12. **Premises:** ARTIST agrees to keep in good order the premises and equipment during the term of this contract. ARTIST shall clean up and return premises in the condition it was found.
13. **Rearrangement of Space:** ARTIST will not move any DREAMLAND ARTS furniture, curtains, lighting instruments and backstage materials in the Theater or Basement except under direct supervision of DREAMLAND ARTS staff.
14. **Storage:** DREAMLAND ARTS may store sets, props, costumes and other equipment at DREAMLAND ARTS subject to the needs of DREAMLAND ARTS. DREAMLAND ARTS reserves the right to determine what may or may not be stored on the premises, as well as where it may be stored.
15. **Multiple Groups:** DREAMLAND ARTS is often used by multiple groups, including during daytime hours. ARTIST agrees to store sets, props, costumes and personal items in designated areas as instructed by DREAMLAND ARTS staff.
16. **Special Uses:** ARTIST will not use any of the following special effects or do any of the following activities, unless specifically agreed to in this Contract: ARTIST will not use chemicals (paints, solvents, mineral spirits), fake gunshots, stage blood, liquids, glitter (in costumes, sets or props), fire, candles, smoke and fog machines, or other special effects at any time while in the space, unless specifically agreed to in this Contract. DREAMLAND ARTS does not permit the use of overhead rigging, or screws, nails, staples or other fasteners on the floors or walls of any room unless specifically agreed to in this Contract. DREAMLAND ARTS does not permit the use of metal tap shoes on the stage floor.
17. **Use of Seating and Lobby Space:** ARTIST will not use or alter the seating areas, aisles, hallways, ticket counter and/or lobby space without prior consent of DREAMLAND ARTS. All use of and/or alterations to these spaces must be discussed in advance and agreed to by DREAMLAND ARTS and written into the Contract, or in an Addendum to the Contract.
18. **Property:** DREAMLAND ARTS will not be held responsible for damage or theft of ARTIST'S equipment or belongings left at DREAMLAND ARTS. ARTIST will be held responsible for damage to any DREAMLAND ARTS property.
19. **Neighborhood Peace:** ARTIST will not engage in any activity that disturbs the peace of the neighborhood. DREAMLAND ARTS reserves the right to determine what is "activity

that disturbs the peace of the neighborhood.” This includes activities such as the playing of excessively loud music. DREAMLAND ARTS may terminate this Contract immediately if ARTIST does not comply with DREAMLAND ARTS’ rules.

- 20. Street Noise:** DREAMLAND ARTS is located immediately adjacent to the public sidewalk on Hamline Avenue. ARTIST understands that street noise may carry into the theater, including noise from vehicular traffic, construction and maintenance equipment, pedestrians conversing loudly, and emergency vehicles.
- 21. Minors:** ARTIST agrees to inform DREAMLAND ARTS in advance if any persons under the age of 18 from the ARTIST’s group will be present on the premises at any time during the period of the contract. In addition, ARTIST understands that all children under the age of 12 present on DREAMLAND ARTS premises must be under direct adult supervision at all times. **The presence of minors in the building from the ARTIST’s group must be specifically agreed to in this Contract.**
- 22. Live Animals:** ARTIST agrees to inform DREAMLAND ARTS in advance if any live animals (including service dogs) will be present on the premises at any time during the use of the space. The presence of live animals in the building must be specifically agreed to in this Contract.
- 23. Equipment:** For Events, ARTIST will have access to DREAMLAND ARTS’ lights, sound and projection equipment per the specifications in this Contract. An inventory of the equipment that may be used is posted on our [Space and Equipment](#) page. **ARTIST will not move, replace, disconnect or adjust any DREAMLAND ARTS equipment except under the direct supervision of DREAMLAND ARTS staff.**
- 24. Condition of Equipment:** ARTIST understands that DREAMLAND ARTS equipment is well used and that the equipment may unexpectedly fail to function properly. In such circumstances, DREAMLAND ARTS will attempt to replace or repair the equipment to the best of its ability, but DREAMLAND ARTS will not be held responsible for equipment failure. ARTIST may choose to bring in their own equipment as needed.
- 25. Additional Equipment:** ARTIST may bring in additional sound, lighting and projection equipment to supplement or replace the house equipment. However, DREAMLAND ARTS’ reserves the right to determine what additional equipment may or may not be used, and whether or not additional fees will apply. Also, **ARTIST assumes full responsibility for any technical difficulties that may arise from using additional equipment.** Technical difficulties may include, but is not limited to, equipment malfunction, electrical interference and insufficient electrical power supply. *Guitars with single coil pick-ups and tube amps tend to hum/ buzz loudly in our space.*
- 26. Furniture, Tools and Props:** ARTIST agrees to use their own furniture, tools and props. DREAMLAND ARTS has tables, chairs, stools and music stands available for ARTIST’s use, subject to availability. ARTIST will not use any DREAMLAND ARTS furniture, tools and props without prior permission of DREAMLAND ARTS staff.
- 27. Technician:** DREAMLAND ARTS will provide technical assistance only to help ARTIST get familiar with the equipment. **If ARTIST needs a technician, ARTIST will be responsible**

for providing the same. If DREAMLAND ARTS provides a technician, ARTIST will request a technician at least two weeks in advance and pay DREAMLAND ARTS a fee for the technician.

- 28. Building Supervision:** DREAMLAND ARTS does not provide on-site supervision during programs without a live audience, but a staff member is available to answer questions over the telephone. During a public event or program, DREAMLAND ARTS will provide one staff member on-site to cover house management and building supervision duties. DREAMLAND ARTS reserves the right to have a staff member present in the building at any time.
- 29. Load-In and Strike:** ARTIST agrees to load-in and strike all ARTIST's equipment and property as instructed by DREAMLAND ARTS staff and at the times agreed upon in this Contract. ARTIST agrees to load-in and strike using the front door of the building and that the rear stage door is used for emergencies only. ARTIST will not block alley traffic with vehicles at any time.
- 30. Dressing Rooms:** DREAMLAND ARTS has one large, open room (the Basement) that serves as a dressing room and green room during performances. There is one unisex bathroom that can serve as a private changing room. ARTIST understands that there are no additional dressing/changing areas in the theater.
- 31. Damage:** At the completion of the contract period, ARTIST will clean up and return DREAMLAND ARTS equipment and property in the condition it was found. If there is any damage to any DREAMLAND ARTS equipment or property, DREAMLAND ARTS will add the amount of the damage to the amount payable to DREAMLAND ARTS.
- 32. Marketing:** ARTIST agrees to assume primary responsibility for marketing the event. DREAMLAND ARTS will market the event through a printed flyer and e-mail newsletter, as well as on its website, up to 30 (thirty) days before an event. This date is considered as the publicity date. ARTIST agrees to provide DREAMLAND ARTS relevant publicity and marketing information 7 (seven) days in advance of the publicity date.
- 33. Ticket Sales:** Tickets for the event will be priced by the ARTIST. DREAMLAND ARTS sells tickets online, accepting payments through PayPal. Tickets may be purchased online using PayPal, Visa or Mastercard. DREAMLAND ARTS also sells tickets at the door on the day of the event. Tickets may be paid for by PayPal, Visa, Mastercard, check or cash. All payments will be made to DREAMLAND ARTS. DREAMLAND ARTS will provide one staff person to sell tickets (as well as cover house management and building supervision) during an event. Any other arrangements for the sale of tickets must be arranged in advance with DREAMLAND ARTS staff and written into this Contract.
- 34. Comps:** ARTIST reserves the right to determine the number of complimentary tickets offered at the event. ARTIST must inform DREAMLAND ARTS in advance about the number of complimentary tickets that need to be held for each event, and present a list of names to DREAMLAND ARTS staff prior to the event. DREAMLAND ARTS reserves the right to offer complimentary tickets to patrons only as long as there are unsold or open seats available at the event.

- 35. Ticket Fees:** DREAMLAND ARTS charges ARTIST's 20% of ticket income to cover our fees. The fee is factored into the advertised price of the ticket, so that patrons are not charged any additional fees. ARTIST understands that the amount due to ARTIST per ticket sold will be 20% less than the advertised ticket price.
- 36. Space Use Fees:** ARTIST will pay DREAMLAND ARTS a total space use fee as per the details of this Contract. ARTIST will pay DREAMLAND ARTS the fees as per the payment schedule described in this Contract.
- 37. Payment Schedule:** For ticketed events, DREAMLAND ARTS will collect all revenue from ticket sales (online, over the telephone and at the door) and deduct the amount owed by ARTIST to DREAMLAND ARTS. If the revenue from ticket sales exceeds the amount owed, DREAMLAND ARTS will pay ARTIST the balance. Payment will be made by check immediately upon completion of the event. If the revenue from ticket sales is less than the amount owed, ARTIST agrees to pay DREAMLAND ARTS the outstanding balance. Payment can be made by cash, check or credit card, and is payable immediately upon completion of the event. If ticket sales are being managed by ARTIST, then the space use fees must be paid in full by check prior to the commencement of the space use.
- 38. Events Without Tickets:** For those events that are not ticketed, or are for an invited audience only, DREAMLAND ARTS may use a Ticket Reservation Form to track the number of attendees.
- 39. Food/Concessions:** DREAMLAND ARTS does not sell concessions at events at this time. No food, snacks or concessions may be served to the public. Patrons may not bring outside food or drink into the theater. Individual artists in ARTIST's group may bring in light snacks for refreshments for personal consumption. DREAMLAND ARTS does not permit the consumption of any alcohol on its premises at any time.
- 40. Receptions:** DREAMLAND ARTS does not permit receptions in the space at this time.
- 41. Copyrighted Material:** ARTIST agrees to be held responsible for the use of any copyrighted material used during the event. Copyrighted material may include, but is not limited to, literary works, photographs, artwork, music and songs. DREAMLAND ARTS will not be held responsible for use of any copyrighted material for which ARTIST has not obtained written consent for such use.
- 42. ASCAP/BMI/SESAC:** ARTIST understands the DREAMLAND ARTS is not licensed by ASCAP, BMI or SESAC. ARTIST assumes all responsibility for obtaining permission from members of ASCAP, BMI or SESAC to perform their music at DREAMLAND ARTS and agrees to hold harmless and indemnify DREAMLAND ARTS from all fees, penalties, attorney and other legal fees brought by ASCAP, BMI or SESAC, or any artists or composers, related to the violation of license agreements pertaining to this performance.
- 43. Photography:** DREAMLAND ARTS does not permit the use of still photography during an event, unless specifically agreed to in writing prior to the event.
- 44. Video Recording:** ARTIST may set up cameras to videotape an event. However, cameras set up on tripods during events must not obstruct any aisles. DREAMLAND ARTS reserves

the right to determine where cameras may be set up for recording. A videographer set up in the general audience seating must be accounted for in the total number of audience persons seated.

- 45. Limits of DREAMLAND ARTS Liability:** DREAMLAND ARTS carries its own general liability insurance. However, ARTIST agrees to indemnify and hold harmless DREAMLAND ARTS from any and all claims, damages, liabilities and expenses, including, but not limited to, attorney's fees and costs of litigation, in connection with loss of life and/or personal or bodily injury or damage or destruction to any property arising from use of DREAMLAND ARTS property by the ARTIST or the ARTIST's employees, contractors or agents. ARTIST is responsible for providing his/her/its own insurance against any and all claims brought against the ARTIST (or the ARTIST's employees, contractors or agents), which may arise from use of DREAMLAND ARTS property. **For public events, ARTIST agrees to provide a Certificate of Liability proof of insurance, with Dreamland Arts listed as additional insured.**
- 46. Building Structure & Infrastructure:** ARTIST understands that the DREAMLAND ARTS building and mechanical infrastructure (foundation, wiring, plumbing) may unexpectedly fail to function properly. In such circumstances, DREAMLAND ARTS will attempt to repair the malfunction to the best of its ability, but DREAMLAND ARTS will not be held responsible for building and/or mechanical infrastructure failure. If such failure causes a rehearsal or event to be cancelled, DREAMLAND ARTS will reimburse ARTIST for all fees associated with the cancellation.
- 47. Cancellation/Termination of Agreement:** Should ARTIST cancel or terminate the Contract at any time, ARTIST will pay DREAMLAND ARTS the prorated amount for the time cancelled. Should DREAMLAND ARTS cancel Contract for any reason aside from a mutual consensus, or a reasonable determination that ARTIST is engaging in an activity that does not abide with any part of this Contract, DREAMLAND ARTS will pay ARTIST the prorated amount for the time cancelled. In case of cancellation due to any reason over which DREAMLAND ARTS has no control of, including weather, power outages, acts of God, or political or civil disobedience, DREAMLAND ARTS and ARTIST shall consider this Contract null and void.
- 48. COVID-19 Protocols:** ARTIST and all personnel from ARTIST's group will abide by all COVID-19 protocols established by DREAMLAND ARTS for use of the space. ARTIST understands that these protocols are subject to change on a frequent basis. DREAMLAND ARTS will communicate all COVID-19 protocols – including those related to cleaning, sanitization and vaccination and masking requirements – in writing, and in a clear and timely manner. ARTIST and all personnel from ARTIST's group must sign an [Event Safety Form](#) prior to use of DREAMLAND ARTS.
- 49. Respect in the Workplace:** ARTIST agrees to abide by Dreamland Arts' [Respect in the Workplace Policy](#).

The preceding constitutes the Contract between DREAMLAND ARTS and ARTIST and may be amended by attachments signed and dated by both parties.