



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

SAMPLE SPACE USE CONTRACT - 2023

Name
Producer
Address
City, State, Zip

Dear Name,

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

EVENT DETAILS

- 1. Purpose/Limits of Use:** PRODUCER agrees that the sole purpose of the space use is for the performances of *Title of Event*. Should DREAMLAND ARTS reasonably determine that PRODUCER is engaging in any activity not specifically agreed to in this Contract, DREAMLAND ARTS may terminate this Contract immediately.
- 2. Dates and Times:** See Attachment A
- 3. Hours:** PRODUCER agrees to abide by the hours stated in Attachment A, which are from the arrival of the first person to the departure of the last person from the PRODUCER's group. All activity in the building must end no later than 10:00 p.m. on any given day.
- 4. Space Use Fees:** PRODUCER will pay DREAMLAND ARTS a total space use fee of \$_____ (X dollars) calculated at X number of hours of time in the space at \$ (Rate/hr). PRODUCER and DREAMLAND ARTS will reconcile payments as per the Payment Schedule described in Item 41.

COVID-19 & WORKPLACE POLICIES

- 5. Covid-19 Policy for Personnel:** PRODUCER will be responsible for setting and managing its own COVID-19 Policy for all personnel in PRODUCER's group.

The policy must be compatible with the guidelines issued by the CDC and MN Department of Health.

6. **Covid-19 Policy for Audiences:** PRODUCER will be responsible for setting and managing its own COVID-19 Policy for audiences. However, this policy may be changed by DREAMLAND ARTS in order to be compatible with the guidelines issued by the CDC and MN Department of Health.
7. **Safety and Conduct Policies:** PRODUCER will be responsible for setting and managing its own Safety and Conduct Policies for all its personnel.

SPACE USE AND CAPACITY

8. **Space Use:** PRODUCER will have access to the Theater and Basement. The Basement is used as a green room for PRODUCER's personnel only. Members of the audience or other general public will not enter the Basement.
9. **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.
10. **Rehearsal Capacity: 12 persons.** At a rehearsal or tech. rehearsal, the maximum number of persons from the PRODUCER's group, including performers, technicians and support staff, will not exceed 12 persons.
11. **Event Capacity: 49 persons.** At a public event, the maximum number of persons from the PRODUCER's group, including performers, technicians and support staff, will not exceed 8 persons. Additional members of the cast and crew will be counted as audience. 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.
12. **Invited Audience at Rehearsals:** PRODUCER 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.

13. **Rearrangement of Space:** PRODUCER 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:** PRODUCER 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. PRODUCER agrees to store sets, props, costumes and personal items in designated areas as instructed by DREAMLAND ARTS staff.
15. **Special Effect, Paints and Chemicals:** PRODUCER will not use any of the following special effects or do any of the following activities: PRODUCER 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.
16. **Rigging and Fasteners:** 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:** PRODUCER 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 agreed to in advance by DREAMLAND ARTS and written into the Contract, or in an Addendum to the Contract.
18. **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. PRODUCER understands that there are no additional dressing/ changing areas in the theater.

BUILDING & PREMISES

19. **Premises:** PRODUCER agrees to keep in good order the premises and equipment during the term of this contract. PRODUCER shall clean up and return premises in the condition it was found.

20. **Fire/Smoke/Flammable Substances:** PRODUCER understands that the use of fire, matches, candles, flammable substances, or anything that produces smoke, is strictly forbidden on Dreamland Arts premises.
21. **Alcohol/Tobacco/Drugs:** PRODUCER understands that the consumption of alcohol, and the use of tobacco or illegal drugs on Dreamland Arts premises is strictly forbidden.
22. **Load-In and Strike:** PRODUCER agrees to load-in and strike all PRODUCER's equipment and property as instructed by Dreamland Arts staff and at the times agreed upon in this Contract. PRODUCER agrees to load-in and strike using the front door of the building and that the rear stage door is used for emergencies only. PRODUCER will not block alley traffic with vehicles at any time.
23. **Property:** DREAMLAND ARTS will not be held responsible for damage or theft of PRODUCER'S equipment or belongings left at DREAMLAND ARTS. PRODUCER will be held responsible for damage to any DREAMLAND ARTS property.
24. **Damage:** At the completion of the contract period, PRODUCER 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.
25. **Neighborhood Peace:** PRODUCER 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 PRODUCER does not comply with DREAMLAND ARTS' rules.
26. **Street Noise:** DREAMLAND ARTS is located immediately adjacent to the public sidewalk on Hamline Avenue. PRODUCER understands that street noise may carry into the theater, including noise from vehicular traffic, construction and maintenance equipment, pedestrians conversing loudly, and emergency vehicles.

27. **Minors:** PRODUCER agrees to inform DREAMLAND ARTS in advance if any persons under the age of 18 from the PRODUCER's group will be present on the premises at any time during the period of the contract.

EQUIPMENT & TECHNOLOGY

28. **Equipment:** For Events, PRODUCER 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. PRODUCER will not move, replace, disconnect or adjust any DREAMLAND ARTS equipment except under the direct supervision of DREAMLAND ARTS staff.
29. **Condition of Equipment:** PRODUCER 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. PRODUCER may choose to bring in their own equipment as needed.
30. **Additional Equipment:** PRODUCER 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, PRODUCER 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.*
31. **Furniture, Tools and Props:** PRODUCER agrees to use their own furniture, tools and props. DREAMLAND ARTS has tables, chairs, stools and music stands available for PRODUCER's use, subject to availability. PRODUCER will not use any DREAMLAND ARTS furniture, tools and props without prior permission of DREAMLAND ARTS staff.
32. **Technician:** DREAMLAND ARTS will provide technical assistance only to help PRODUCER get familiar with the equipment. If PRODUCER needs a technician, PRODUCER will be responsible for providing the same.

- 33. 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.
- 34. Building Structure & Infrastructure:** PRODUCER 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 PRODUCER for all fees associated with the cancellation.

MARKETING AND TICKETING

- 35. Marketing:** PRODUCER 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. PRODUCER agrees to provide DREAMLAND ARTS relevant publicity and marketing information 7 (seven) days in advance of the publicity date.
- 36. Ticket Sales:** Tickets for the event are priced by the PRODUCER. DREAMLAND ARTS will sell tickets 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.
- 37. Comps:** PRODUCER reserves the right to determine the number of complimentary tickets offered at the event. PRODUCER 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.

38. **Ticket Fees:** DREAMLAND ARTS charges PRODUCERS 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. PRODUCER understands that the amount due to PRODUCER per ticket sold will be 20% less than the amount paid for each ticket.
39. **Payment Schedule:** DREAMLAND ARTS will collect all revenue from ticket sales (online, over the telephone and at the door) and deduct the amount owed by PRODUCER to DREAMLAND ARTS. If the revenue from ticket sales exceeds the amount owed, DREAMLAND ARTS will pay PRODUCER 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, PRODUCER 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.

FOOD/CONCESSIONS

40. **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 PRODUCER'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.
41. **Receptions:** DREAMLAND ARTS does permit receptions with food service and non-alcoholic beverages when catered by a City of St. Paul licensed caterer. Additional charges for receptions will apply.

INTELLECTUAL PROPERTY & LIABILITY

42. **Copyrighted Material:** PRODUCER 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 PRODUCER has not obtained written consent

for such use.

43. **ASCAP/BMI/SESAC:** PRODUCER understands the DREAMLAND ARTS is not licensed by ASCAP, BMI or SESAC. PRODUCER 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 PRODUCERS or composers, related to the violation of license agreements pertaining to this performance.
44. **Photography:** DREAMLAND ARTS does not permit the use of still photography during an event, unless specifically agreed to in writing prior to the event.
45. **Video Recording:** PRODUCER 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.
46. **Limits of DREAMLAND ARTS Liability:** PRODUCER 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 PRODUCER or the PRODUCER's employees, contractors or agents. PRODUCER agrees to provide a Certificate of Liability proof of insurance, with Dreamland Arts listed as additional insured.
47. **Cancellation/Termination of Agreement:** Should PRODUCER cancel or terminate the Contract at any time, PRODUCER 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 PRODUCER is engaging in an activity that does not abide with any part of this Contract, DREAMLAND ARTS will pay PRODUCER 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 PRODUCER shall consider this Contract null and void.

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

Name
Producer

Zaraawar Mistry
Dreamland Arts

Date

Date

See Attachment A: Dates and Times on p. 10

Attachment A: Dates and Times