This Building Use Agreement (Agreement) is made between (“Customer”), and Texas A&M University – Corpus Christi, on behalf of its Performing Arts Center (“PAC”) a member of The Texas A&M University System, an agency of the State of Texas (hereinafter known as TAMU-CC).

Rented Space: TAMU-CC grants to Customer the use of the Performing Arts Center as set forth herein, subject to the terms and conditions of the Agreement for the purpose of activities in conjunction with ___________________________ (the Event).

The space that Customer is entitled to use consists of the following areas and facilities: ____________________________________________________________________________ (Premises), subject to the terms and conditions of this Agreement for the purpose of activities in conjunction with the above referenced event.

This Agreement does not entitle Customer, its servants, employees, agents, or invitees to occupy, enter or use any area, facility, service, or equipment not specifically described in the attached Appendices.

1. Use Dates:

<table>
<thead>
<tr>
<th>Program Dates</th>
<th>Doors Open Time</th>
<th>Curtain Time</th>
<th>Estimated Closing Time</th>
<th>Latest Closing</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

2. Fee Terms: Customer agrees to pay to TAMU-CC the facility use fee for use of the rental space described above for the event.

   • Facility Fees (See, attached Appendices 1 & 2)

3. Cancellation Customer: Nine months prior to the scheduled event date(s), 50% of the base rental rate must be paid to TAMU-CC for each scheduled date. This shall be non-refundable. If scheduled date(s) is cancelled less than six months prior to the event’s program dates, the full base rental rate shall be paid for each of the cancelled dates. TAMU-CC’s Community Outreach office will have their own cancellation deadlines for their 20% fee and other associated fees for scheduled services including, but not limited to, catering reservations and security/signage requirements.

4. Occupancy Capacity: Customer shall not admit to said premises a larger number of persons than the premises will accommodate (approximately 1,350), or that can safely and freely move about in said areas. Seating includes wheelchair spaces to be used only by patrons in wheelchairs.

5. Admissions: Customer agrees to take advance reservations for its event, of which the total number of reservations shall not to exceed the Occupancy Capacity.
6. **Notice of Requirements:** Customer shall provide TAMU-CC a full detailed written outline of all amenities needed for the event, including lighting, stage, tables, chairs, music stand, a script, or production cues. All information shall be provided to TAMU-CC no later than 10 calendar days prior to the use date.

7. **INSURANCE REQUIREMENTS:**
Customer shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU-CC. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to TAMU-CC under this Agreement. Customer shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Customer is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMU-CC at least ten days before the effective date of the cancellation.

### A. Commercial General Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

The required commercial general liability policy will be issued on a form that insures Customer or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

### B. Customer will deliver to TAMU-CC:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Customer under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and TAMU-CC as Additional Insureds up to the actual liability limits of the policies maintained by Customer. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and TAMU-CC. No policy will be canceled without unconditional written notice to TAMU-CC at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the
insurance carrier providing coverage to send notice to TAMU-CC ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by TAMU-CC prior to the performance of any services by Customer under this Agreement. Customer is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed or emailed to the following TAMU-CC contact:

        attn.: Contracts Manager
       6300 Ocean Drive, MS 5731
       Corpus Christi, Texas 78412
       contracts@tamucc.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TAMU-CC in writing. [Option: except as may be noted.]

8. Solicitations: Customer shall not solicit donations during the event, or on the premises. No portion of an admission charge may be identified as a donation.

9. Liens: TAMU-CC shall have a first lien against Customer’s event receipts for all unpaid Use Fees, Equipment and Personnel fees, and such other charges due covered by this Agreement. TAMU-CC is entitled to withhold from receipts all such items, and if such funds are not available at the conclusion of the Event, to impound Customer’s property.

10. Cancellation by TAMU-CC: Confirmed reservations are not subject to cancellation except when Customer fails to comply with the terms of the reservation, fails to comply with the conditions stated herein, fails on request to demonstrate in a manner acceptable to TAMU-CC that it possesses financial resources adequate for presentation of the Event, fails to demonstrate in a manner acceptable to TAMU-CC that it is willing and able to adequately perform all required duties and responsibilities related to the event.

11. Concessions: TAMU-CC reserves the sole and exclusive right to sell on, in, or about the Premises any soft drinks, food, souvenirs, or other merchandise. TAMU-CC may assign all concession rights to any party or parties designated by TAMU-CC. Novelties and other items may be sold by Customer only through negotiated agreement specified herein, or via written amendment. There is a 25% commission to TAMU-CC’s Performing Arts Center on all novelty sales. No free samples of any merchandise shall be given away by Customer without the prior written consent of TAMU-CC.

12. Catering: TAMU-CC maintains a food service contract with Compass Group USA, Inc. by and through its Chartwells Division that provides the right of first refusal. Subject to that right and with approval by TAMUCC, events that include catering may be provided by an authorized caterer. Customer must provide proof suitable to TAMU-CC that caterers have appropriate insurance policies and insurance limits in effect including, but not limited to, commercial general liability insurance, with product and liquor liability addenda.

13. Alcoholic Beverages: Beer, wine, or any liquor of alcoholic content which are sold, given away, or consumed upon TAMU-CC’s premises must be distributed in accordance with rules and procedures promulgated by TAMU-CC and policies and regulations of The Texas A&M University System, and in compliance with the laws and regulations of the State of Texas, including the engagement of properly trained and certified alcoholic beverage servers.
14. Signs and Displays: Customer agrees that no signs, messages, or other materials will be posted, displayed, distributed, or announced in or adjacent to, the Premises without written prior approval by TAMU-CC. Such materials may not be attached to any part of the facility except in spaces provided for this purpose, and may not be permitted to interfere with crowd movement and safety.

15. Smoking and Beverages: Smoking is prohibited in buildings owned, leased, or rented by TAMU-CC, and is permitted only in open-air areas outside the buildings (25 ft. from doorways). Beverages are prohibited on the stage and in the seating areas (except for bottled water) at all times, and are restricted to lobbies, offices, and hallways only.

16. Copyrights: Customer agrees to pay all costs of licensing fees, performing rights fees, encores, and any other materials incurred as a result of use in conjunction with the event, whether performed by live artists or reproduced from recorded sources. Customer agrees to indemnify and hold harmless and defend TAMU-CC, its officers, agents, or employees from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any material performed under this Agreement except for the wrongful and/ or negligent acts of TAMU-CC, as determined by the Constitution and laws of the State of Texas.

17. Broadcast and Recording Rights: TAMU-CC reserves all rights and privileges for visual or audio recordings and radio or television broadcasts, whether live or transcribed for delayed transmission. Arrangements for the audio or video recording may be made only when accompanied by appropriate copyright release information. Recordings made by TAMU-CC will be released to Customer only when written verification of applicable copyright approvals has been received by TAMU-CC. Photographs and recordings of any kind will be allowed only when all parties have signed the appropriate Acknowledgments and Release forms.

18. Public Safety: Customer agrees that at all times it will conduct its activities with regard for public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies. If TAMU-CC determines that the proposed event poses a potential hazard to public safety, the event may be canceled or denied. All portions of sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises shall be kept unobstructed by Customer at all times during event rental times, and shall not be used for any purpose other than ingress to or egress from the premises by Customer, its employees, patrons, and guests.

Customer agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior written approval of TAMU-CC. TAMU-CC shall have the right to refuse to allow any such material, substances, equipment, or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

Customer may not install or operate any equipment, fixture, or device nor operate or permit to be operated any engine, motor, or other machinery or use gas, electricity, or flammable substances in the Premises, except with prior written approval by TAMU-CC. All electrical, steam, water, and wastewater connections must be performed by TAMUCC employees or agents. No equipment, device, or fixture may be used that, in the opinion of TAMU-CC, endangers the structural integrity of the facility or poses a hazard to personnel or event attendees.

19. Lasers and Pyrotechnics: Customer agrees that any use of laser lighting equipment in or around the Premises must be approved in writing by the State Health Department, Occupational Safety and Radiation Division, and TAMU-CC’s Safety Officer. This condition applies not only to the type of equipment utilized, but also the manner in which it is used. The use of devices which are of an explosive or flammable nature are prohibited.

20. Damages: Customer agrees to pay all expenses required to restore the stage, auditorium, and stage equipment to the same condition as when Customer entered the facility, including, but not limited to, surface cleaning, ordinary wear and tear excepted. Damage to the performance platform flooring caused by cello and/or double-bass end-pins is NOT considered ordinary wear and tear. Customer is advised that cellists and bassists performing for your event are required to use end-pin holders for all rehearsals and performances.
21. **Evacuation of Facilities**: Should it become necessary, in the judgment of TAMU-CC, to evacuate the Premises for any reason of public safety, evacuation will be accomplished under exclusive control of TAMU-CC. Customer may, following evacuation, reestablish use of the Premises for sufficient time to complete presentation of its event without additional charges being incurred, provided such time does not interfere with use of the Premises by another scheduled event. If it is not possible to complete presentation of your event, all fees shall be forfeited, prorated, or adjusted at the discretion of TAMU-CC. Customer waives any claim for damages or compensation from TAMU-CC.

22. **Removal of Property**: Customer agrees to remove all of its property pertinent to its event from the Premises before the expiration date of this Agreement. Customer authorizes TAMU-CC, at Customer’s expense, to remove all materials and personal property of Customer remaining on TAMU-CC’s Premises subsequent to the termination date of this Agreement. Customer shall be responsible for payment of storage costs of such property, and agrees that TAMU-CC shall in no way be responsible for loss, damage, or claims against property removed or stored under this provision. Customer agrees that TAMU-CC shall have a first lien on such materials/personal property for payment of costs incurred for removal and storage.

23. **Indemnification**: Customer shall defend, indemnify and hold harmless TAMU-CC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Customer or any agent, employee or representative of Customer in the execution or performance of this Agreement.

24. **Compliance with Laws and Regulations**: Customer, its agents, servants employees, and invitees shall comply with the laws of the United States of America and the State of Texas; all ordinances of the City of Corpus Christi; and all applicable policies and regulations of The Texas A&M University System, for the rules and procedures of Texas A&M University - Corpus Christi, and all regulations of the Texas A&M University – Corpus Christi Performing Arts Center. Customer shall be responsible for payment of all licenses, permits, fees, registrations, taxes, assessments, and charges of every kind and character levied or required by any federal, state, or local law, ordinance, or regulation in connection with or because of any act or activity engaged in by Customer, its agents, servants, employees, and invitees while on the Premises.

25. **Control of Premises and Right to Enter**: In permitting the use of the Premises, TAMU-CC does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, and regulations applicable to said Premises. Representatives of TAMU-CC may enter the Premises at any time and on any occasion without any restrictions whatsoever. All facilities, including areas subject to this Agreement, shall at all times be under the charge and control of TAMU-CC or its agents.

26. **Force Majeure**: Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

27. **Sound Control**: TAMU-CC shall have the absolute right to control the sound levels, mix the sound, operate the sound equipment, and design the sound system setup as may be required during Customer’s event. If your event requires portable sound equipment, in addition to the installed house equipment, this equipment will be placed in the Premises at the discretion, and according to the direction of TAMU-CC. TAMU-CC may allow event’s artists and/or artist’s representative to operate the sound system; however, TAMU-CC will, in all cases, be the final judge of what constitutes proper sound mixing and reasonable sound pressure levels in the hall.

28. **Authorized Representatives**: By signing this Agreement, the parties warrant that he/she is an authorized representative of Customer, and TAMU-CC.

29. **Retention of TAMU-CC Privileges**: Customer expressly acknowledges that TAMU-CC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.
30. **Statement on Equal Opportunity:** No person shall be denied attendance to, or be subject to discrimination under, any program or activity conducted at TAMU-CC, or any of its component institutions' facilities on any basis prohibited by applicable law, including, but not limited to, race, color, national origin, religion, sex, age, disability, genetic information, veteran status, sexual orientation or gender identity.

31. **Governing Law and Venue:** The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), *Texas Education Code*, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Nueces County, Texas.

32. **Notices:** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. TAMU-CC and Customer can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU-CC: 6300 Ocean Drive, MS 5731
Corpus Christi, Texas
attn: Director of Contracts, or authorized designee
E-mail: contracts@tamucc.edu

Customer: ________________________________
______________________________
______________________________
attn: ______________________________
Telephone: ____________________________
Email: ____________________________

33. **Dispute Resolution:** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-CC and Customer to attempt to resolve any claim for breach of contract made by Customer that cannot be resolved in the ordinary course of business. Customer shall submit written notice of a claim under this Chapter to TAMU-CC’s Director of Contracts or authorized designee, who shall examine Customer’s claim and any counterclaim, and negotiate with Customer in an effort to resolve the claim.

34. **Public Information**

(a) Customer acknowledges that TAMU-CC obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TAMU-CC’s written request, Customer will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to TAMU-CC in a non-proprietary format acceptable to TAMU-CC. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU-CC has a right of access.
(c) Customer acknowledges that TAMU-CC may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

35. **Prohibition on Contracts with Companies Boycotting Israel.** By executing this Agreement, Customer certifies it does not and will not, during the performance of this contract, boycott Israel. Customer acknowledges this Agreement may be terminated if this certification is inaccurate.

Required

36. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Customer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Customer acknowledges this Agreement may be terminated if this certification is inaccurate.

37. **Entire Agreement:** This document constitutes the sole and entire agreement between TAMU-CC and Customer. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Agreement may not be amended or otherwise altered except by mutual agreement in writing. This Agreement is not assignable without express written agreement of TAMU-CC.

Texas A&M University – Corpus Christi

By: ________________________________
Name: ________________________________
Title: ________________________________
Dated: ________________________________

(Customer)

By: ________________________________
Name: ________________________________
Title: ________________________________
Dated: ________________________________
APPENDIX 1
TEXAS A&M UNIVERSITY - CORPUS CHRISTI PERFORMING ARTS CENTER
6300 Ocean Drive, Corpus Christi, Texas 78412
PRICE STRUCTURE
(Revised June 2016)

ALL EVENTS REQUIRE RENTER TO PROVIDE FACILITY INSURANCE. INFORMATION AND INSURANCE AMOUNTS ARE AVAILABLE UPON REQUEST. PARKING FEES AND TAXES WILL BE ASSESSED ON A PER-EVENT BASIS.

PAC Concert Hall (1350 seats)

For Profit:

□ EVENT DAY: $3000 per day (8 hours or less) for performance date PLUS fees for PAC staffing/catering/security/equipment. Costs to be determined on a per-event basis.

After 8 hours of usage electricity and custodial costs @$100 per hour plus ongoing PAC charges above will be assessed for each additional hour the facility is occupied by the renter.

□ REHEARSAL/MOVE-IN DAY: $1000 per day (8 hours or less) for move-in/out and rehearsals PLUS fees for PAC staffing/catering/security/equipment. Costs to be determined on a per-event basis.

After 8 hours of usage electricity and custodial costs @$100 per hour plus ongoing PAC charges above will be assessed for each additional hour the facility is occupied by the renter. No public assembly-concert hall only.

Not for Profit: Non-Profit 501(c) 3 Organizations (Certificate must be shown):

□ EVENT DAY: $2300 per day (8 hours or less) for performance date PLUS negotiated fee for PAC-approved sound/light technician – cost to be determined on a per-event basis.

□ After 8 hours of usage Electricity and Custodial costs @$100 per hour each will be charged for each hour the facility is occupied by the renter.

□ REHEARSAL/MOVE-IN DAY: $750 per day (8 hours or less) for move-in/out and rehearsals PLUS negotiated fee for PAC-approved sound/light technician – cost to be determined on a per-event basis. (After 8 hours of usage, Electricity and Custodial costs @$100 per hour will be charged for each hour the facility is occupied by the renter.) No public assembly-concert hall only.

PAC Lobby*

*When not used in conjunction with the concert hall.

ALL EVENTS REQUIRE RENTER TO PROVIDE FACILITY INSURANCE. PARKING FEES AND TAXES WILL BE ASSESSED ON A PER-EVENT BASIS.

NOT FOR PROFIT:

□ $100 per hour plus staffing /catering/security/equipment etc. charges – 4 hour minimum (setup/teardown time will be charged per hour at this rate).

□ $200 Basic Cleaning Fee (additional fees TBD on facility usage and amount and type of cleaning required)
FOR PROFIT:
- $200 per hour plus staffing /catering/security/equipment etc. charges – 4 hour minimum (setup/teardown time will be charged per hour at this rate).

- $200 Basic Cleaning Fee (additional fees TBD on facility usage and amount and type of cleaning required)
## APPENDIX 2
### PAC SERVICES COSTS

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Box Office full service (4 week duration — all ticketing fees are not included)</td>
<td>$500</td>
</tr>
<tr>
<td>Box Office limited service (2 week duration — all ticketing fees are not included)</td>
<td>$250</td>
</tr>
<tr>
<td>Box Office Staff (per person per hr. when not packaged in services above)</td>
<td>$10</td>
</tr>
<tr>
<td>Event Manager (per person per hr. - required for all events)</td>
<td>$12</td>
</tr>
<tr>
<td>Production Technical Staff and Ushers (per person per hr. – required for all events)</td>
<td>$10</td>
</tr>
<tr>
<td>Event Custodial (required for all events)</td>
<td>$200</td>
</tr>
<tr>
<td>Additional custodial (per hr. heavy clean-up-PAC Staff to Determine Need)</td>
<td>$100</td>
</tr>
<tr>
<td>Security (per person per hr. – ESTIMATED BY UPD - SUBJECT TO CHANGE)</td>
<td>$35</td>
</tr>
<tr>
<td>Steinway Grand Piano Usage Fee</td>
<td>$100</td>
</tr>
<tr>
<td>Event directional signage (TBD By Event)</td>
<td>TBD</td>
</tr>
<tr>
<td>Projector/Screen (concert hall and/or lobby separate usage cost for each area)</td>
<td>$50</td>
</tr>
<tr>
<td>Clip lights (per day/per unit) and Batteries for Microphones (per battery/per day)</td>
<td>$2</td>
</tr>
<tr>
<td>Marley Dance Floor (staffing for setup/tear down not included)</td>
<td>$150</td>
</tr>
<tr>
<td>Pipe and Drape (stage or lobby) (staffing for setup/tear down not included)</td>
<td>$150</td>
</tr>
<tr>
<td>Spot Light (per day/per unit) operator at additional cost</td>
<td>$50</td>
</tr>
</tbody>
</table>