**Taichung City Chung Shan Hall**

**Facility Use and Rental Agreement**

The Taichung City Chung Shan Hall Facility Use and Rental Agreement (hereinafter “Agreement”) is made between the Taichung City Government Cultural Affairs Bureau (hereinafter “CAB”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “User”) regarding the facility use and rental of Chung Shan Hall (hereinafter “Hall”).

1. Event name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Event duration: from \_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

3. Rental fees: NT$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in total

4. Site shall abide by “Regulations for the Application and Governance of Taichung City Chung Shan Hall”.

5. The User shall adhere to the following rules and regulations:

 5.1 Commercial advertising, promotions, sales, bazaars and fundraising are prohibited.

 5.2 Wreaths and flower baskets are not allowed to be placed inside the Hall. Users shall register and arrange bouquets brought by audience members at the reception desk. Audience members are not allowed to bring bouquets inside the auditorium.

 5.3 Please adhere to seating capacity limitations, and site usage and opening time regulations. Performing times: 10:00, 14:30 and 19:30.

 5.4 With the exception of loading or unloading equipment and vehicles carrying musical instruments, all other vehicles are prohibited from driving into the basement.

 5.5 Garbage sorting shall be strictly conducted. Users shall take responsibility for any related fines from the Taichung City Government Environmental Protection Bureau.

5.6 Photographic and video equipment shall not obstruct audience members or aisle safety. Films with an ISO of 400 or greater are recommended during performances (without flash). If live recordings or broadcasts are necessary, the User shall negotiate with the CAB and adhere to the Copyright Act after receiving the CAB’s approval.

5.7 The User agrees to authorize the CAB’s gratuitous use of playbills and other advertising materials for the purpose of non-commercial advertising, site management, library archives, book-lending and research. The CAB is entitled to reproduce or edit performance recordings into other media formats such as CDs or databases and upload to the Internet for the purposes of promoting art education. The User warrants that the use of the above works do not infringe anyone’s copyright; otherwise, the User shall be fully responsible in the event of legal action and compensation payments to the injured parties, as well as the CAB’s losses including but not limited to attorney’s fees.

5.8 Staff members shall wear staff badges. Performance organizers shall prepare and provide staff badges in a format approved by the CAB. The CAB is entitled to refuse backstage entry to people without staff badges. During breaks or after performances, the first-floor lobby is recommended for interactions between performers and the audience.

5.9 Users shall be responsible for all the insurance coverage of staff (including performers and workers) during the performing period, including set-up/decoration and take-down/dismantling times.

5.10 Unauthorized usage of lighting, audio-visual, stage, fly system and other equipment is forbidden. If the usage of additional equipment is necessary, the User shall contact the CAB’s technicians, and transport such items and replace them after usage under the CAB’s guidance. The CAB can request compensation from the User for any damage caused by the User.

5.11 Upon completion or termination of the rental agreement, the User shall return the Hall to its original condition; any items or property left behind will be considered garbage. The CAB has no obligation to notify the User in such circumstances and retains the absolute right to dispose of left-behind items at the expense of the User.

5.12 Ticketing shall adhere to the “Regulations for Performance Ticketing Standard Contract”. The User shall position ticket sales, banners, posters, and billboards at the proper designated venues. In the event of any ticketing disputes, the User shall take full responsibility.

5.13 The User shall abide by “Regulations for Performance Ticketing Standard Contract” and note the following regulations on tickets for performances:

 i. One ticket grants admission to one person. Please dress properly and enter on time.

 ii. No food, smoking, spitting and noise are allowed within the Hall. Quietness and tidiness are requested.

 iii. No photography or recording of any kind is allowed. Please turn off mobile phones or switch them to silent mode.

 iv. Please enter the auditorium 10 minutes before the performance starts. For safety reasons, leaving the auditorium and re-entering is not permitted during performances.

5.14 Before the performance starts, Users shall present four copies of the playbills for later review and archiving.

5.15 In relevant situations according to performing needs, the User shall abide by “Safety Control Regulations for Open Flame Performances” as amended by the National Fire Agency, Ministry of the Interior, and submit certifications and applications to the Taichung City Government Fire Bureau 45 days before the performance. After the application is approved and the license takes effect, implementation shall be allowed.

6. The User guarantees that all participating staff members will read, understand and abide by this Agreement and relevant regulations. In circumstances resulting in any infringements, the User agrees that the CAB is entitled to terminate the User’s utilization at any time and disqualify the User as this year’s and next year’s applicant or a user. Any losses caused by infringements will be the User’s sole responsibility.

7. This Agreement shall be enacted under the principle of good faith. Both Parties may revise or supplement this Agreement in its written format through negotiation.

8. Both Parties agree that the address stated in this Agreement will be the mailing address for delivery; mailed correspondence shall be valid under any circumstances.

9. If the performance is ticketed, the User shall adhere to “Physically and Mentally Disabled Citizens Protection Act”, Article 59. Provided that an audience member with disabilities is evaluated to require an assisting companion (limited to one person only) by the User, applicable discounts are recommended.

 Tickets for the disabled shall entitle them to select seats not limited to disabled seating.

10. This Agreement will be reviewed and interpreted under the jurisdiction of the Taiwan Taichung District Court.

11. This Agreement is executed starting from the signature date on the three (3) copies marked with a paging seal, two for the CAB and one for the User.

12. Please attach Taichung City Chung Shan Hall Facility Use and Rental Schedule.

Taichung City Chung Shan Hall Facility Use and Rental Schedule

**Basic Information**

**Ⅰ、Set-up, Rehearsal and Take-down**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date | Purpose | Period | Auxiliary Time | Notes |
|   | □Set-up | □Morning □Afternoon □Night | □1300-1400□1800-1900 |   |
|   | □Set-up | □Morning □Afternoon□Night | □1300-1400□1800-1900 |   |
|   | □Rehearsal | □Morning □Afternoon□Night | □1300-1400□1800-1900 |   |
|   | □Performance | □Morning □Afternoon□Night | □1300-1400□1800-1900 |   |
|   | □Performance | □Morning □Afternoon □Night | □1300-1400□1800-1900 |   |
|   | □Take-down | □Morning □Afternoon □Night | □1300-1400□1800-1900 |   |
|   |   |   |   |   |

Notes:

1. Set-up shall start after 8:30 a.m. The User shall fax the number of loading vehicles to (04) 2375-3338 seven days prior to the performance.

2. After this Agreement is signed, any change shall be submitted at least seven days before decorating the stage and be approved by the CAB.

**Ⅱ、Other Site Equipment**

|  |  |  |  |
| --- | --- | --- | --- |
| Date | Item | Period | Notes |
|   | □Audio recording□TV recording | □Morning □Afternoon □Night |   |
|   | □Kawai EX-276□Yamaha CF-3□Steinway D-274□Bosendorfer 290□Yamaha GP1 (Free) | □Morning □Afternoon □Night |   |

◎ Please refer to the official website (http://hall.culture.taichung.gov.tw) for more information regarding the stage floor plan, lighting circuit plot, stereo, fly system, stadium seating, etc.

◎ Users shall be responsible for piano tuning at their own expense. (Piano tuners should be certified as accredited by the Executive Yuan.)

**Ⅲ、**Event Category and Ticketing

Event Category: □ Music □Drama □Dance □Combination

Tickets:

□Sold Tickets:

1.Commissioned Ticketing System: □ERA Ticketing, □NTCH Ticketing System.

2. User’s Ticketing Contact Phone:

□Free Tickets (Tickets shall not exceed seating capacity):

Contact Person: Contact Phone:

□Free Admission: User shall manage seating arrangements and adhere to seating capacity limitations.

**Ⅳ、Contact Information**

1. Host Contact Person: E-mail:

Phone: Mobile Phone:

Fax:

Address:

2. Technical Contact Person:

Phone: Mobile Phone:

**Ⅴ、Payment**

1st Payment Date: Deposit（一）:

Receipt No.:

2nd Payment Date: Deposit（二）:

Receipt No.:

3rd Payment Date: Payment Amount: Receipt No.:

Contractor:

CAB: Taichung City Government Cultural Affairs Bureau

Legal Representative:

Address: 8F, No. 99, Sec. 3, Taiwan Boulevard, Xitun Dist., Taichung City 40701, Taiwan

User: (Signature)

Legal Representative: (Signature)

Business No. or Identification ID:

Address:

Dated: