## McMahon Memorial Auditorium

PO Box 522, Lawton, OK 73502 Ph.: 580-581-3472 Fax: 580-581-3473 [www.lawtonok.gov](http://www.lawtonok.gov)

**Rental Rates & Information**

Rental Class 1

Entertainment brought in by an out of town promoter, individual, firm, corporation or similar sponsor when the event is for the direct benefit of the sponsor. Hiring a local person to do advance work does not change the Class 1 designation of this type of performance. This performance is for private profit.

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| --- | --- |
| First Performance | $1,000.00 |
| Second Performance | $800.00 |
| No admission or donations | $700.00 |
| Rehearsal day | $400.00 |
| Concession fee | $100.00 |

Rental Class 2

Entertainment brought in by a local (within Comanche County) promoter, individual, firm, corporation or similar sponsor and the event is for the direct benefit of the sponsor. This performance is for private profit.

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| First Performance | $700.00 |
| Second Performance | $500.00 |
| No admission or donations | $500.00 |
| Rehearsal day | $350.00 |
| Concession fee | $100.00 |

Rental Class 3

1. Entertainment brought in by local (within Comanche County) civic clubs, service organizations, churches or educational units where all proceeds are to be donated to charitable or welfare work, or to be used for the general betterment of the community.
2. Entertainment produced by and with local (within Comanche County) people with no professionals for cultural or civic purposes.
3. Entertainment produced or presented by a local (within Comanche County) certified non-profit organization that exists for the sole purpose of producing or presenting entertainment designed to enhance the cultural essence of the community,

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| --- | --- |
| First Performance | $350.00 |
| Second Performance | $300.00 |
| No admission or donations | $300.00 |
| Rehearsal day | $250.00 |
| Concession fee | $50.00 |

Rate Sheet page 2

**Ticket Sales Fees:** There is a $1.00 charge per general admission ticket sold by auditorium staff, and a $2.00 charge per reserved seating ticket sold by auditorium staff. Online ticket sales are not available through the venue.

**Ticket Printing Fees**: There is a $25.00 setup fee for printing tickets ($50.00 if reserved seating). Printing fees are $25.00 per 500 tickets for general admission tickets; and $50 per 500 for reserved seating tickets.

**Maintenance Technician**: A Maintenance Technician must be on duty any time the auditorium is in use. The LESSEE shall pay $20.00 per hour (minimum of two hours) for this service, and $30.00 per hour after 12:00 midnight, and on Sundays, and legal holidays. The Maintenance Technician is required to be on duty one hour prior to any scheduled in-time and to remain on duty until the building is empty and secured.

**Stagehands:** Lessee agrees to pay for all stagehands (minimum of two) at a rate of $14.00 per hour each (minimum of two hours) during load-in, load-out and rehearsals; and $50.00 each for a maximum three-hour performance plus $25.00 per hour for each hour over the three-hour period, during the hours of 7:00 a.m. - 12:00 p.m. *Monday thru Saturday*.

Lessee agrees to pay for all stagehands (minimum of two) at a rate of $21.00 per hour each (minimum of two hours) during load-in, load-out and rehearsals; and $75.00 each for a maximum three hour performance plus $30.00 per hour for each hour over the three hour period, during the hours of midnight to 7:00 a.m., *on Sundays and legal holidays*.

The manpower necessary for professional touring productions will be determined by the requirements on the yellow card. LESSEE agrees to pay for such manpower at the same rates as those set forth above for other productions, performances, etc.

**Riggers:** When riggers are brought in for specialized rigging, the rate will be $21.00 per hour with a four hour minimum on the set up and a four hour minimum on the take down of a performance.

**Loaders:** When loaders are required there will be a $60.00 fee for the unloading and a $60.00 fee for the loading of each truck on any day and at any time before and after a performance or event.

**Stagehands Surcharge:** There will be a 10%, 15%, or 20% surcharge added to the total stagehand fee, depending on the rental classification. Stagehands are required to be on duty one hour prior to scheduled in-time. The Authority will provide all stagehands, riggers, and loaders.

**Technical Equipment:** LESSEE is not permitted to operate technical equipment owned by the AUTHORITY and the City of Lawton. In the event that it is necessary to move or change the location of any stage rigging or equipment, such changes and the return to original condition shall be made by authorized stagehands at the expense of the Lessee.

**Installation Material:** A fee will be assessed for installation materials when using the Marley Dance Floor. The fee will be based on the actual cost of the materials used for installation.

**Other Equipment:** There is no charge for the use of most of the equipment at the auditorium. However, there is a charge for the use of the 9' Steinway Concert Grand Piano. The fee is $75.00 plus tuning fees, if requested by the Lessee. If the user damages the piano, fees will be assessed for any necessary repairs.

**Network Connection:** There is a $50.00 fee for using the Internet network connection.

**Payment:** Lessee agrees to pay for the balance of rental and services rendered before vacating the premises on the date of the performance. A 3.5% surcharge will be added to the invoice for credit card payment.

Rate Sheet page 3

**Security:** Security guards are required and the AUTHORITY will provide them at the rate that the security company charges. Auditorium staff will determine the number of security guards hired within its sole discretion. At times the Homeland Security alert status will create the need for additional security.

**Other Manpower:** Lessee must furnish, at its own expense, the following: 1) ticket sellers (if tickets are to be sold at the auditorium), 2) ticket takers (four if balcony is open/two if the balcony is closed) and 3) ushers when there is reserved seating (four if balcony is open/two if the balcony is closed). Auditorium staff will schedule these services for an additional fee of $20.00 per hour (minimum of two hours) for ticket sellers and $15.00 per hour (minimum of two hours) for ticket takers and ushers.

**Seating Capacity:** The auditorium shall not be used to accommodate people in excess of the seating capacity of 1522 (2 are wheel chair spaces) as specified by the Fire Marshall. The Lessee will not sell more tickets than the seating capacity.

**Complimentary Tickets:** LESSEE agrees to furnish 12 complimentary tickets to the Authority.

**Beverage/Food Concession:** The beverage and food concession is owned and operated by the AUTHORITY.

**Food and Beverages:** No outside food or beverages are allowed to be sold without prior written approval from Auditorium staff. When permitted food and beverages may be consumed only in the downstairs lobby area. No alcoholic beverages or low point beer shall be allowed on the premises without all required licenses and permits as well as the prior approval of the AUTHORITY and the appropriate City officials.

**Lessee Concessions:** LESSEE may operate other concessions after receiving written permission from the Auditorium Coordinator and paying a concession fee of $100 or $50 per concession (see rental rate sheet page 1).

**Smoking**: Smoking is not permitted anywhere in the auditorium or within twenty-five (25) feet of any exit or entrance to the facility.

**Copyright Laws:** LESSEE agrees to abide by all copyright laws. Cameras, audio or video recording devices will not be permitted in the auditorium unless the LESSEE has authorized their use in writing during the rental period.

**Marquee:** Use of the auditorium marquee is not included with rental of the auditorium. A short message may be placed on the marquee announcing your event at the sole discretion of the auditorium staff.

**Rehearsals:** Any formal practice session or other use of the facility that precludes its availability for rental held in behalf of the Lessee’s function shall constitute a rehearsal. No organization shall have the right to use the auditorium facilities for rehearsals without prior reservation. If the Lessee invites or allows people in excess of 40 to attend the rehearsal, it will be deemed a performance, and performance rates will be charged for the rehearsal, the stagehands, maintenance, security, etc. In the event that the seating area or the lobby area must be cleaned after a rehearsal, an additional clean-up fee may be assessed.

**Compliance with Laws:** LESSEE shall comply with all statues, ordinances, rules and regulations applicable to its use of the auditorium facility.

**Fire Exits:** LESSEE shall keep all fire exits unlocked and open during the time that public is permitted in the building.

**Damages:** LESSEE shall be responsible for all damages to the lease premises except usual wear and tear occasioned by careful use of the facilities. The Auditorium Coordinator will notify Lessee of the amount of damages and the Lessee agrees to make full restitution within 15 days.

Rate Sheet page 4

**Insurance:** Lessee shall obtain a liability insurance policy in the following minimum amounts:

(a) $1,000,000.00 per occurrence; and

(b) $125,000.00 per person

for bodily injury (including death) and/or property damage and shall identify the Authority and the City of Lawton as co-insured’s. The Lessee shall maintain such insurance throughout the term of this agreement. A copy of the certificate of insurance shall be submitted to the auditorium staff at least 2 weeks prior to the event and kept on file until said event is concluded.

**Termination:** Notwithstanding anything contained in the contract the AUTHORITY (or their duly appointed representative) shall have the right to terminate, at any time, any lease agreement for the rental of the auditorium or any portion thereof with or without cause. LESSEE agrees that the McMahon Auditorium Authority, the City of Lawton, Oklahoma, or their officials, employees, agents and servants shall not be liable for any loss or damages of any kind or nature on account of such termination.

**Reschedule:**  The LESSEE agrees that the determination of whether an event requires or is eligible to be rescheduled is within the sole discretion of the AUTHORITY (or their duly appointed representative). Rescheduled events must be scheduled at a date and time agreed upon by the AUTHORITY (or their duly appointed representative). Events that cannot be rescheduled shall entitle the LESSEE to a refund of the deposit as provided below. LESSEE agrees that the McMahon Auditorium Authority, the City of Lawton, Oklahoma, or their officials, employees, agents and servants shall not be liable for any loss or damages of any kind or nature on account of rescheduling an event or the inability to do so.

**Refunds:**Refunds of the deposit of Lessee will be permitted only under the following circumstances:

(a) Where the lease agreement is terminated by the Lessor without cause and the event is not rescheduled.

(b) Where the use and/or occupancy is prevented by damage to the auditorium; or

(c) Where Homeland Security alert status or other circumstances beyond the control of the AUTHORITY requires an event to be cancelled.

**Taxes:** LESSEE shall be solely responsible for the payment of all taxes, assessments, excises, levies, license and permit fees and other government charges due or to become due by reason of the LESSEE’s rental of the auditorium and/or the event or activities to be held therein. Any and all such payments shall be made directly to the taxing or governmental authority on or before the date(s) they are due.

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