



## VENUE RENTAL FEE SCHEDULE

TIMEBLOCKS AND RATES	
Monday – Wednesday: 9am – 3:00pm	\$225/hour 2-hour minimum Early access before 9:00am: +25% hourly and \$150 opening fee
Monday – Wednesday: 3:00pm – 10pm	\$1,795 per 3-hour block 6:00–9:00pm - \$700 premium added 10PM-1AM - \$300 premium added
Thursday – Sunday: 9am - 12pm	\$250/hour 2-hour minimum Early access before 9:00am: +25% hourly and \$150 opening fee
Thursday – Sunday: 12pm – 10pm	\$2,045 per 3-hour block 6:00–9:00pm - \$800 premium added 10PM-1AM - \$400 premium added
<b>WHY 6:00–9:00pm Premium?</b> This window blocks our film programming before/after <b>Holiday &amp; High-Demand Premiums – base + 100%</b> Including but not limited to: Valentine's Day (Feb 14), Halloween (Oct 31), Thanksgiving Day, Christmas Eve/Day (Dec 24–25), New Year's Eve/Day (Dec 31–Jan 1), Independence Day (Jul 4), Mother's Day, Father's Day. <b>Non-Profit 501(c)3 Rates</b> – 20% discount on weekday daytime blocks only, with DR-14 <b>A refundable deposit is required before venue access. It covers potential damages, extra cleaning, and any overtime (see overtime rules). If unused, it's refunded after post-event inspection and reconciliation.</b>	

**Included with Venue Rental:** 12'x33' film screen; 4K DCP projection (Barco DP4K-32B) plus DVD/Blu-ray and PowerPoint/slideshow capability; 5.1 Dolby surround sound; microphones & stands (up to 6, limited wireless) with PA; theatrical multicolor lighting (single color look; booth-operated only); 4 six-foot folding tables with 4 black cloths/skirts; 6 director's chairs; 20 folding chairs; 3 patio tables with 16 chairs; 13 stanchions; 1 lectern; **one** scheduled pre-event walk-through; **one** venue coordinator; concessions support as needed; and **either** digital projection **or** basic A/V tech support (one or the other, not both).

### CANCELLATION

#### At least 30 days before the Event Date:

**No charge.** Send written notice to CGC to cancel.

#### 29–7 days before the Event Date:

Charge is **50% of the Rental Fee plus any documented expenses** CGC has already incurred for the event.

#### 6–0 days before the Event Date:

Charge is **100% of the Rental Fee plus any documented expenses** CGC has already incurred.

*All cancellations must be made in writing. "Days" means calendar days, counting back from the Event Date.*

### Securing A Date:

Before a rental is secured and confirmed, or publicly announced in any way, the following is required:  
50% of the Rental Fee plus all additional fees with a signed contract.

Current as of 2025

## Fee Schedule; Pricing Method

- Published Schedule.** Rental fees are governed by CGC's published **Rental Fee Schedule** in effect on the date CGC issues the Renter's invoice/estimate.
  - **Mon–Wed, 9:00am–3:00pm: \$225/hour, 2-hour minimum.**  
**Early access before 9:00am:** add +25% to that hour's rate **and \$150 opening fee.**
  - **Mon–Wed, 3:00pm–10:00pm: \$1,795 per 3-hour block.**  
**Prime 6:00–9:00pm premium: +\$700.**  
**Late-Night 10:00pm–1:00am premium: +\$300.**
  - **Thu–Sun, 9:00am–12:00pm: \$250/hour, 2-hour minimum.**  
**Early access before 9:00am:** add +25% to that hour's rate **and \$150 opening fee.**
  - **Thu–Sun, 12:00pm–10:00pm: \$2,045 per 3-hour block.**  
**Prime 6:00–9:00pm premium: +\$800.**  
**Late-Night 10:00pm–1:00am premium: +\$400.**
- Why Prime.** The 6:00–9:00pm window blocks CGC's core film programming before/after; the premium reflects that opportunity cost. A Friday late show may follow at CGC's discretion; **Prime pricing still applies.**
- Holiday & High-Demand Premiums.** If accepted, designated dates are billed at **base +100%** (double). **Including but not limited to:** Valentine's Day (Feb 14), Halloween (Oct 31), Thanksgiving Day, Christmas Eve/Day (Dec 24–25), New Year's Eve/Day (Dec 31–Jan 1), Independence Day (Jul 4), Mother's Day, Father's Day. **Tier A** dates may be **non-cancelable** once confirmed.
- Nonprofit Discount.** Verified 501(c)(3) organizations with a valid **DR-14** receive a **20% discount** on **weekday daytime blocks only** (Mon–Wed 9:00am–3:00pm). Discount does **not** apply to Prime, Late-Night, Holiday/High-Demand premiums, add-ons, staffing, or third-party charges.
- Per-Hour Extensions & Overtime.** When available, extensions are billed at the then-current extension rates for the applicable block. **Exceeding the contracted end time by 15 minutes triggers one (1) full overtime hour** at the published extension rate.
- Computation Order (how your total is calculated):**  
Base Block → + Prime or Late-Night premium (if applicable) → + Holiday/High-Demand premium (if applicable) → + Extensions/Overtime → + Add-ons & staffing → + Third-party pass-throughs (e.g., cleaning, security) + admin → + Taxes/merchant fees (if any).
- Refundable Damage/Overage Deposit.** A refundable deposit (amount shown on invoice) is **due before access** and may be applied to **overtime, enhanced cleaning, or damages**. Unused amounts are refunded after post-event reconciliation.

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## Executive Discretion; No Precedent

- Sole Discretion.** The Executive Director may, in their sole discretion, adjust, waive, or modify any fee, premium, deposit amount, add-on, or deadline for Renter's Event.
- No Precedent / No Most-Favored Terms.** Any adjustment, waiver, or courtesy granted to Renter is **event-specific, non-transferable**, and shall **not** (a) apply to any other event or renter, (b) amend CGC's published Fee Schedule, or (c) create any obligation for CGC to offer similar terms in the future.
- Documentation Requirement.** Any adjustment or waiver must appear **in writing** on the invoice or an executed amendment to be effective.

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## Quotes, Invoicing & Changes

- Quote Validity.** Written quotes are valid for **7 calendar days** unless otherwise stated. Dates are not held without a signed Agreement and deposit.
- Repricing Triggers.** A change in **date, timeblock, headcount, scope, or services** may require repricing under the then-current Fee Schedule (including premiums), subject to availability.
- Third-Party Pass-Throughs.** Renter is responsible for vendor-actual charges (e.g., red-carpet cleaning/handling, security/EMT, permits) **plus** CGC's published admin percentage, if any.
- Merchant/Processing Fees.** Card/merchant fees, if applicable, are added to the invoice and are non-refundable.
- Taxes.** All amounts are **exclusive of taxes**, which will be added where applicable.

## ADITIONAL FEES SCHEDULE

<b>FILM TECH CHECK</b>
M-W 9a-3p \$100/hr
Thur-Sun 9a-3p \$200/hr
<b>Online ticketing at <a href="http://www.gablescinema.com">www.gablescinema.com</a></b>
\$100 set-up per page – with all copy, images, and digital assets provided by the renter *limited availability
6% of all online ticketing sales. Sales report and final settlement, after deduction of online ticketing sales fee, will be delivered in the form of a business check within 7 business days of the event exit date.
<b>Graphic Design or Marketing</b>
\$80/hr if requested or required
<b>DCP CREATION: \$100</b>
<b>Cleaning</b>
1 – 79 guests: \$60
80 – 109 guests: \$90
110 – 286 guests: \$120
<b>Equipment</b>
35mm celluloid projectionist \$75/hr (1-hr minimum) includes inspecting and trafficking
70mm celluloid projectionist \$100/hr (1-hr minimum) includes inspecting and trafficking
Red Carpet \$120
<b>Content or Film Booking Fee</b>
\$90 per title – not including film licensing fee which is separate and determined by distributor
<b>Film Licensing Fee</b>
Determined by the film distributor
<b>Box Office</b>
\$50/hr (1-hr minimum)
<b>Staffing</b>
50 – 79 guests, 2 additional staff required \$30/hr (1-hr minimum)
80 – 109 guests, 3 additional staff required \$45/hr (1-hr minimum)
110 – 286 guests, 4 additional staff required \$60/hr (1- hr minimum)

## VENUE RENTAL DETAILS AND POLICIES

**Maximum Occupancy:** The event attendees' count shall consist of Renter(s), Vendor(s) and attendees not to exceed 161 persons.

**Seating:** Facility auditorium features 141-seats. Limited number of padded folding chairs available if additional seating is requested.

**Outdoor Plaza:** Accommodates 100 persons for standing reception. 4 patio tables and 16 patio chairs available for use.

**Box Office:** Box office services can be provided for an additional fee.

**Concessions Stand:** Concession services can be provided for an additional fee. If concession services are not requested CGC reserves the right to open concession stand during the rental time. If so, this would be at CGC's cost, with proceeds kept by CGC.

**Ticketing:** Online ticketing services are available for an additional fee. A signed contract, deposit, and at least 2 weeks' notice is required before putting an event on sale at [www.gablescinema.com](http://www.gablescinema.com).

**Content and Film Booking:** Content and Film booking is available for an additional fee. Film rights booking fee does not include the distributor's licensing fees. A minimum of 3 weeks' notice is required for this service. Licensing fees are determined by a distributor and will not be known by CGC staff until the time a film rights booking request is made.

**Merchandise:** Merchandise may be sold, and CGC will provide one 6-ft table with tablecloth for this purpose. In exchange, the Renter must provide a sales report at the end of the event as well as 15% of the proceeds to CGC (either in cash or as a deduction from the final settlement if sales were handled through CGC POS system). Note: Nothing marketing your merchandise may be hung on walls without the preapproval of CGC.

**Payment:** Acceptable payment methods are Check, Credit Card or Money Order

**Staffing:** Venue rental includes 1 scheduled pre-event walk-through, 1 venue coordinator, concession support as needed, and digital projection or basic a/v tech support as needed (one or the other – not both, no exceptions). Additional staffing needs requested by Renter or required due to party size or a/v needs will be charged at an additional fee, no exceptions.

**Parking:** Parking is available in the adjacent garage named Museum Garage (accessible parking spaces available on every floor). Parking validation is available at no cost via a validation machine in the facility lobby, guests receive a 50% discount on only three-hours of parking - no more and no less. Free parking is not included in the venue rental agreement.

**Load In Parking:** Load-in parking (car, bus, trailer or other large vehicle) is solely at the coordination and the risk of the Renter.

**Accessibility:** We offer closed captioning devices for films with closed captioning. Assistive listening headphones are available for hard-of-hearing guests. 6 accessible seats are available in the auditorium: 3 in the front and 3 in the back. A wheelchair platform lift that leads to the back of the auditorium is available for guests in mobility devices. Service dogs are allowed but must be leashed.

**Screening Formats:** DCP, 35mm, Blu-ray, DVD, mp4 and other digital formats. 35mm and 70mm projection available for an additional fee.

**Decorations:** All decorations must be approved by CGC.

**Photographic, Likeness, and Branding Release:** Names, logos, trademarks, quotes, photographic likeness may be used in all forms and media, trade, and other lawful purpose by CGC. CGC may use photographs taken by staff or professional photographers for purpose of advertising and marketing of the facility in both print and Internet form.

**Alcohol and Smoking:** Subject to the provisions, limits and limitations of Section 768.28, Florida Statutes, as may be amended, the renter assumes liability associated with the consumption of alcohol and agrees to defend, indemnify and hold harmless CGC and all associated personnel from and against any and all claims, demands, suits, judgments or other liability of any nature whatsoever resulting from

the presence, serving and/or consumption of alcoholic beverages during the event. Renter acknowledges its understanding that the Florida State legal drinking age is 21 years of age. No smoking, electronic or otherwise, is allowed anywhere in the facility. No evidence of smoking will be left on/around the outdoor plaza. Renter will use receptacles beyond the plaza pillars for depositing extinguished tobacco products.

#### **Securing A Date:**

Before a rental is secured and confirmed, or publicly announced in any way, the following is required: 50% of the Rental Fee plus all additional fees with a signed contract.

#### **Sales Tax On Rental Use Of Commercial Real Property**

Florida state sales tax at the rate 7% total is due on the total rental fee, plus all additional fees, under this Agreement. The rental to nonprofit organizations or governmental entities that hold a current Florida Consumer's Certificate of Exemption (Form DR-14), and have delivered the form as proof, is exempt from sales tax.

#### **NO ENDORSEMENT**

Renter agrees that it shall not make any form of representation or statement which would constitute an express or implied endorsement of Renter or the Event by Coral Gables Cinemateque, Inc. or Coral Gables Art Cinema, and that it shall not authorize others to do so, without first having obtained written approval from Coral Gables Cinemateque, Inc, except as may be required by governmental law, rule or regulation.

#### **MARKETING AND PUBLICITY MATERIALS**

Coral Gables Art Cinema logo may not be used on any print or digital material produced for the event, nor may the Coral Gables Cinemateque, Inc or Coral Gables Art Cinema be referenced or suggested as a "presenter," "co-presenter," "host," or "co-host" of the event. References to the Coral Gables Cinemateque Inc or Coral Gables Art Cinema shall be for location purposes only. All marketing and publicity materials referencing the Coral Gables Cinemateque Inc or Coral Gables Art Cinema must be approved in writing in advance by the CGC. Renter shall not use the Facility to hold press conferences or make announcements to the Press without first obtaining written approval from CGC.

#### **INSURANCE**

Renter agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence, and fire damage liability insurance of at least \$100,000 and name Coral Gables Cinemateque Inc as additional insured. Such insurance policies shall be carried with companies licensed to do business in Florida. Renter shall deliver to CGC duly executed certificates of insurance no less than 48-hours prior to the event. CGC shall not at any time be liable for damage or injury to persons or property in or upon the Facility. CGC can provide contact information for insurance agents who specialize in event liability insurance.

#### **INDEMNIFICATION**

Renter shall indemnify, defend and save harmless CGC, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Renter, its agents, employees, contractors, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Renter hereby releases CGC

from any and all liability or responsibility to Renter or anyone claiming through or under Renter by way of subrogation or otherwise for any loss or damage to equipment or property of Renter covered by any insurance then in force.

#### **"AS-IS" CONDITION**

Renter agrees to accept the Facility in its "as-is" condition "with all faults".

#### **ASSIGNMENT AND SUBLICENSING**

Renter shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Renter.

#### **TERMINATION**

CGC may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Renter to pay the Rental Fee or any additional fees due hereunder when the same is due;
- B. Renter fails to perform or violates any of its covenants hereunder.
- C. If CGC determines, in its sole and absolute discretion, that the license issued hereunder and the Renter's use of the Facility subjects CGC to embarrassment, ridicule or harassment; creates or has the potential to create a dangerous situation or dangerous circumstances; or otherwise negatively impacts the reputation and stature of CGC. The Renter's sole remedy in the event of termination by CGC for this reason will be the return of any monies paid by the Renter to CGC pursuant to this Agreement.
- D. In any of the aforesaid events, and in addition to any and all rights and remedies available to CGC by law or in equity, CGC may, with or without further notice, forthwith terminate this Agreement and refuse access to Renter and/or expel and remove Renter, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of CGC or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, CGC may recover from Renter all damages it may incur by reason of such breach by Renter.

#### **INTERFERENCE**

Renter shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by CGC or others in any way. Renter's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon CGC in maintaining the Building.

#### **RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Renter's exercise of its rights under this License, Renter shall pay CGC for any such damage, repairs, or replacements upon demand by CGC.

#### **CANCELLATION**

##### **At least 30 days before the Event Date:**

**No charge.** Send written notice to CGC to cancel.

##### **29–7 days before the Event Date:**

Charge is **50% of the Rental Fee plus any documented expenses** CGC has already incurred for the event.

##### **6–0 days before the Event Date:**

Charge is **100% of the Rental Fee plus any documented expenses** CGC has already incurred.

*All cancellations must be made in writing. "Days" means calendar days, counting back from the Event Date.*

## **Damage / Overage Time Deposit (Refundable)**

**Purpose.** Renter shall provide a refundable Damage/Overage Time Deposit (“Deposit”) to secure the Venue against (a) physical damage; (b) enhanced cleaning (including but not limited to food service, florals/greens, confetti/glitter, red-carpet cleaning/handling); and (c) overtime charges per the Overtime section.

**Amount.** Deposit is set by the Cinema based on event risk profile and published tiers. Unless otherwise stated in the Agreement, the Deposit is \$500–\$2,500 as shown on the invoice.

**Due Date & Condition of Access.** Deposit is due and collected in full prior to any load-in or access to the Venue. Failure to remit the Deposit may result in cancellation without refund of Rental Fees.

**Use & Deductions.** The Cinema may apply the Deposit to (i) overtime at the published extension rates, (ii) vendor-actual cleaning/handling charges + admin, and (iii) repair/replacement at cost. Renter remains liable for any deficiency in excess of the Deposit.

**Inspection.** A pre-event walk-through may be conducted at load-in; a post-event inspection will occur after strike. Findings documented by staff (and vendor invoices, if any) will determine deductions, if applicable. Refund. The unused portion of the Deposit will be refunded to the original payor within 7–10 business days after final reconciliation and receipt of third-party invoices, if any.

**Payment Method & Authorization.** Renter shall maintain a valid credit card on file for incidental overtime; the Cinema may process overtime at the moment it occurs. Deposit may be paid by ACH/credit card. Card processing/merchant fees are not deducted from Deposit refunds.

**No Waiver.** Application or refund of the Deposit does not waive the Cinema’s right to recover additional amounts due under this Agreement.

## **LIMITATION OF LIABILITY**

Renter’s sole remedy for CGC’s breach of this Agreement shall be limited to the return of any monies paid by Renter to CGC. In no event, shall the Renter be entitled to special, consequential, incidental or indirect damages, lost profits, or punitive damages for any breach of this Agreement by CGC.

## **AUTHORIZED EXHIBITION**

The public exhibition of copyrighted materials requires permission in the form of a license, contract or formal waiver of such requirement. Proof is required providing date, time, and title of the content to be exhibited. Failure to provide this information less than 14 days from the date of scheduled event may result in the event being canceled without notice. Penalties for the violation of United States copyright laws provide for severe financial penalties and imprisonment. In entering into this contract, you agree, subject to the provisions, limits and limitations of section 768.28, Florida statutes, as may be amended, to hold harmless the CGC and indemnify it against any violation of copyright law. You hereby represent and warrant that you have legal authority to publicly exhibit any content which may be exhibited at the CGC and further agree to defend the CGC as a result of any unauthorized exhibition of copyrighted materials.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal actions, claims or demands shall be handled exclusively in the state or federal courts in Miami-Dade County, Florida.

## **WAIVER OF JURY TRIAL**

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).