

THEATER RENTAL AGREEMENT

THE BURT WOOD SCHOOL OF PERFORMING ARTS (hereafter referred to as BWSPA), and _____ (hereafter referred to as LICENSEE) hereby agree to the following terms for the rental of THE ALLEY THEATER (hereafter referred to as THE THEATER).

1. BWSPA agrees to provide THE THEATER with seats, backstage area, lobby, and restrooms for the duration of this rental, exact dates as specified in section 4 of this agreement.
2. Due to the technical nature of THE THEATER which requires staff to be present for all uses, a supervision or technical fee is always charged for THE THEATER. The SITE MANAGER will be responsible for unlocking and locking THE THEATER. Should LICENSEE use BWSPA's sound and theatrical lighting equipment, they will be required to pay BWSPA's sound and lighting technicians, who will operate BWSPA's equipment and lock and unlock the building. Supervision and technical fees are delineated in section 6 of this agreement.
3. LICENSEE is responsible for staffing the box office, security, providing equity waivers and rights to the material being presented. LICENSEE is also responsible for procuring any and all necessary liquor licenses for THE THEATER, as specified in section 10.
4. LICENSEE will have use of the THE THEATER during the following rental times :

		<u>Theatrical / General</u>	<u>LIGHTING / SOUND</u>
Date	Time	(choose one)	(select if using BWSPA equipment)

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Date	Time	(choose one)	(select if using BWSPA equipment)

5. Additional rooms may be available for rent in conjunction with rental of the theater at a cost of \$50 per day for each room. Availability is limited and rental of additional rooms must be approved by Lorna Brunelle.

Additional rooms rented: _____ @ \$50 = _____ x number of days: _____ = _____ total

6. GENERAL USE RATE: General use is for events such as meetings or rehearsals in which there is no theatrical lighting or sound used, AND where no guests or patrons from outside LICENSEE's organization attend. FOR GENERAL USE:. The general use fee schedule is as follows:

Daily Fee	Supervision Fee
\$75 Monday - Thursday \$100 Friday - Sunday	\$15 per hour for Site Manager

Number of general use weekdays: _____ x \$75 per day = _____
Number of general use weekends: _____ x \$100 per day = _____
Total number of general use hours: _____ x \$15 per hour = _____
Total due for GENERAL USE: _____

FOR THEATRICAL USE: Theatrical use is for all rentals that do not qualify as general use. The theatrical use rental fee schedule is as follows: If LICENSEE elects to not utilize BWSPA's sound and lighting equipment, they agree to pay BWSPA \$15 per hour for Site Manager. LICENSEE may NOT tap into BWSPA's sound or lighting equipment without hiring a BWSPA technician.

Daily Fee	Technical Fees
\$125 Monday - Thursday \$175 Friday - Sunday	\$20 per hour for sound tech (payable directly to tech) \$20 per hour to lighting tech (payable directly to tech) \$15 per hour if sound and lighting are not used, or if sound and lighting are provided by LICENSEE

Number of theatrical use weekdays: _____ x \$125 per day = _____
Number of theatrical use weekends: _____ x \$175 per day = _____
Total hours WITHOUT SOUND OR LIGHTING: _____ x \$15 per hour = _____
Total due to BWSPA for THEATRICAL USE: _____

GENERAL USE TOTAL: _____

THEATRICAL USE TOTAL: _____

ADDITIONAL ROOM RENTAL FEE IF APPLICABLE FROM SECTION 5: _____

TOTAL DUE TO BWSPA: _____

LICENSEE agrees to pay BWSPA a total rental fee in the amount of _____ for the dates and times listed in section 4 of this agreement. Should LICENSEE remain at THE THEATER for longer than specified in #4, LICENSEE understands that LICENSEE will be billed by BWSPA for additional hours at a rate of \$15 per hour.

Total hours requiring sound technician _____ x \$20 per hour = _____
SOUND TECHNICIAN TOTAL: _____ payable to _____

Total hours requiring lighting technician: _____ x \$20 per hour = _____
LIGHTING TECHNICIAN TOTAL: _____ payable to _____

7. LICENSEE agrees to provide a certificate for one million dollars worth of liability insurance to cover any injury, loss or damages caused by the negligence of LICENSEE for the duration of the rental agreement. This certificate must list as additional insured: Lorna Brunelle, proprietor of property, and William Fuller, property owner, and must be secured prior to the start date of the rental agreement.
8. LICENSEE agrees to at no time exceed the occupancy limit which is designated by the fire code of the Town of Middleboro and posted in each room rented by the LICENSEE. LICENSEE is responsible for any fines imposed by the Fire Marshall for exceeding this limit during their rental periods.
9. LICENSEE agrees to at all times keep all areas of THE THEATER clean and the passageways clear and accessible to persons with wheelchairs. LICENSEE agrees to properly dispose of all food, trash and garbage at the close of each night. Garbage bags must be tied and left in the designated location at the end of each rental period. Restrooms must be cleaned by LICENSEE. Restrooms will be restocked at regular intervals by BWSPA.
10. LICENSEE may NOT build, paint, nail, attach, or otherwise permanently change the stage with set construction or any other type of construction or decoration without express permission from Lorna Brunelle. All set pieces (pre-manufactured or custom built) must have carpet or non-marking pads on the bottom to protect the stage and floor.
11. All alcohol must be served by the Bartending Service of New England, LLC. POB 425, Middleboro, MA 02346 Phone: 508-923-4744 Email:Bill@TheBartendingService.com. Consumption of alcohol not served by our bartenders or use of any illegal substance is grounds for immediate eviction. A licensing fee in the amount of \$50 will be assessed by the Bartending Service of New England, LLC.
12. LICENSEE has permission to load-in on _____ from __:____ until __:____ ; and their load-out is to be completed on _____ by __:____. As part of the strike, LICENSEE agrees to remove and properly dispose of all sets and materials brought into the facilities at 133 Centre Street, Middleboro MA, unless they receive specific permission from BWSPA to leave certain materials behind. LICENSEE agrees to return THE THEATER to its original condition prior to the load-in date including, but not limited to, returning chairs to their original locations and resetting lighting equipment. LICENSEE shall be responsible for any and all damages to THE THEATER premises or equipment caused by LICENSEE or LICENSEE's agents, employees, patrons, guests and performers, whether accidental or otherwise.
13. LICENSEE shall indemnify, defend, and hold harmless BWSPA of Middleboro, Massachusetts, its agents, and its employees from and against any and all losses, including attorney's fees, damages, expenses and liability, including statutory liability and liability under any Workers Compensation laws, in connection with claims for damages as a result of personal injury or death of any person or property damage to any property arising from the use and/or operation of the premises, equipment, or facilities as referred to in this agreement.
14. LICENSEE may cancel obligations for rental of THE THEATER without penalty at any point up to thirty (30) days before the start date of the rental period.
15. LICENSEE agrees to leave with BWSPA a security deposit in the amount of \$200, which BWSPA will return upon the completion of the rental period, unless the LICENSEE violates any part of sections 9, 10, 12 or 14 of this agreement.

