

RENTAL AGREEMENT
(7th Street Theatre Association)
7th Street Theatre
313 7th Street
P.O. Box 777
Hoquiam, WA 98550

I. Person/Group Renting Theatre

Name of person/group renting Theatre: _____

Contact Person: _____ Phone: _____

E-mail: _____

Billing Contact: _____ Phone: _____

Billing Address: _____

Are you a non-profit entity? Yes No If Yes, please provide Tax ID #: _____

If your event involves performing music, are you licensed with BMI and ASCAP to pay music licensing fees? Yes No [If Yes, Renter's name will be provided to BMI and ASCAP as the responsible party for licensing fees on the Theatre's quarterly report.]

Insurance Company Name: _____

Insurance Policy #: _____

A minimum \$1 million (per occurrence) liability policy limit is required. The 7th Street Theatre Association shall be named as an Additional Insured on Renter's liability policy. A Certificate of Insurance naming the 7th Street Theatre Association as an Additional Insured shall be provided to the Theatre no less than 15 days prior to the beginning of the Rental Period.

II. Rental Period and Information (may be posted on Theatre website)

Dates occupying Theatre: _____

If more than one day, please indicate how many days heat is needed: _____

Performance dates and times: _____

Event Title: _____

Deposit Required to Reserve Date: A nonrefundable deposit of \$300 is required to reserve a date. The deposit amount will be applied toward the rental fee. The deposit must be paid within 30 days of the request to reserve the date, unless the date is less than 30 days away, in which case the Theatre Manager will determine the date by which the deposit is due. If the Theatre is offered another contract for a held date, you will be given three business days to sign a Rental Agreement and pay the deposit or forfeit the date.

Cancellation: If Renter cancels within seven days of the event, Renter must pay the full rental amount for the event.

III. Rental Payments

The Rental Schedule for the 7th Street Theatre is:

\$750 for each event night and \$500 for any additional nights (i.e., rehearsals, set up). Rental rates include 5 hours of the Theatre Manager's time for each event day. Renter will be billed at the rate of \$20 per hour for the Theatre Manager's hours involved in the management of the event (including rehearsals and set up) for any additional hours.

There is an additional charge of \$50 per performance night if Renter is performing music and is not licensed with BMI/ASCAP to pay music licensing fees.

IV. Additional Fees

Renter agrees to pay for any damage to the Theatre caused by the Renter's use of the Theatre. Renter will be responsible for paying the replacement value of the damaged materials/item.

Use of Theatre-owned equipment such as the piano or sound system, and technical set-up, may require additional fees. There is a \$50 charge for use of the digital projector.

If the Theatre provides sound/lighting technicians for Renter's event, additional fees for the technicians' time will apply. Please talk to the Theatre Manager if you require sound/lighting technicians.

V. Renter's Use of Theatre

- A. Renter shall use the Theatre in a careful and proper manner and shall comply with and conform to all applicable laws, ordinances and regulations.
- B. Renter shall not make any alterations, additions or improvements to the Theatre without the prior written consent of the 7th Street Theatre Association.

Nothing can be attached by any method (pins, nails, tape of any kind, etc.) to any of the walls or woodwork inside the Theatre. The message board in the lobby may be used, or Renter may bring a display board of their own to set up in the

lobby. Bulletin boards are supplied in the dressing rooms.

- C. **Cleaning.** Cleaning after the event and between public performances is included in the rent, unless there are two performances in one day, in which case the renter shall be responsible for cleaning between same-day performances. Renter is responsible for cleaning during and after rehearsals. All of Renter's props, sound or lighting equipment, and other materials brought into the Theatre must be removed within 3 days of the final performance. If another function is to occur before the 3-day period, all materials must be removed at least 12 hours before the next performance.
- D. **Concessions.** Serving refreshments during intermission requires permission from the 7th Street Theatre Association. Please discuss concessions with the Theatre Manager. Sticky foods are prohibited (cotton candy, candied popcorn, or similar items). Only *bottled* soda pop and water (no cans or open cups) are allowed in auditorium area.
- Popcorn.** Only Theatre personnel are authorized to use the large popcorn machine. If Renter wishes to have Theatre personnel provide popcorn, Theatre personnel must handle all concessions sales for the event due to sales tax regulations, and all profits from concessions sales will go to the Theatre. Renter may use the Theatre's small popcorn machine for \$25. Renter is responsible for cleaning the machine and providing all popcorn supplies and bags/containers for the popcorn. Please talk to the Theatre Manager if you wish to use the small popcorn machine.
- E. **Smoking.** Tobacco use and smoking are prohibited in the Theatre. A smoking area is designated outside, in the rear parking lot behind the Theatre for act and stage personnel. Renter is required to put ashtray (available in the lobby) outside for each event.
- F. **Bathrooms.** Renter is responsible for maintaining bathrooms during rehearsals/non-event days. Extra toilet paper and paper towels are located in the storeroom near the concession area (stocked by the Theatre).
- G. **Auditorium light switches.** Switches for the auditorium lights are located at the sound/light booth and stage left on the dimmer room wall.
- H. **Lighting, sound system, stage rigging.** To use our stage lighting, rigging, or sound system, check with Ken McDonald (360-533-7100) or Jamie Brand for help or instruction (360-292-8754). Additional fees may apply. The rigging, including backdrops, lighting, and stage curtains, shall not be moved or altered without permission of the 7th Street Theatre Association.
- I. **Piano tuning.** Renter is responsible for piano tuning. Please request use of the piano prior to use. A piano tuner approved by the 7th Street Theatre Association

must be used. Renter must make arrangements to pay the piano tuner.

- J. **Doors & aisles.** All doors and aisles, including all exit areas, must be unobstructed when the Theatre is occupied.

Keep the lobby doors closed during intermission. The lobby doors need to be kept closed to retain heat in the Theatre and also to prevent cigarette smoke from the outside from being drafted into the Theatre.

- K. **Royalties & licensing fees.** Renter is responsible for all music/film/play royalties, licensing fees, licensing rights, copyright, etc. used in performances. Renter agrees to hold the 7th Street Theatre Association harmless for all such music/film licensing fees, royalties, etc. If Renter is not licensed with ASCAP/BMI to pay licensing fees, an additional \$50 will be charged for the Theatre to pay licensing fees if Renter is performing music. _____ (initial)

- L. **Video recording of performances.** The 7th Street has a low light video camera to record events. Recording of some events may not be permitted due to licensing/copyright rules. Contact the Theatre Manager for more information if you are interested in having your event recorded. An additional fee will be charged for recording your event.

- M. **Protection of stage floor and curtains.** The stage floor was restored and refinished in 2010. The curtains were replaced in 2009. The following rules apply to set construction and other work on the stage.

Screwing/attaching things into the stage floor is prohibited. Use weights for ballast if needed. Use only spike tape (a limited supply of tape is provided on stage by the Theatre) or painter's masking tape to mark the stage floor. No duct tape or regular masking tape. Remove any tape carefully before move-out.

No painting or construction work on the stage without tarps down. If Renter does any set building or painting on the stage floor, the stage floor must be protected with tarps. Tarps are provided on the stage.

If Renter causes any damage to the stage floor, Renter will be responsible for paying Christopherson's Wood Flooring to repair the damage. _____ (initial)

Raise all curtains to protect them when doing painting or set construction on the stage.

All painting or construction work on the stage must be performed with adult supervision.

- N. The 7th Street Theatre Association reserves the right to terminate this agreement in the event of damage to the Theatre caused by the Renter.

- O. **Any and all fire, flame, and pyrotechnics are strictly prohibited in all areas of the Theatre, including the stage. Use of any flame, fire and/or pyrotechnics may result, in the 7th Street Theatre Association's sole discretion, in immediate cancellation of Renter's Event and forfeiture by Renter of all fees paid and/or owed to the Theatre.**

VI. Indemnity; Enforcement Expenses

Renter shall indemnify the 7th Street Theatre Association against, and hold harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from Renter's use of the Theatre.

Renter shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the 7th Street Theatre Association in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions herein.

Dated: _____

[Signature of Renter]

[By signing above, the individual signing affirms that he/she has authority to bind the Renter to the terms of this agreement.]

For the 7th Street Theatre Association

Emergency Contacts: Lane Youmans, (360) 533-6140; Jamie Brand (360) 292-8754

Projected Rental

| | |
|---|-----------|
| Base rent – 1 day | \$ 750.00 |
| Additional performance days @ \$500 each | \$ _____ |
| Rehearsal days @ \$400 without heat/\$500 with heat | |
| Music licensing @ \$50 per performance | \$ _____ |
| Technicians for | |
| Sound | \$ _____ |
| Lighting | \$ _____ |

| | | |
|--|-----|--------|
| Projector | \$ | 50.00 |
| Popcorn machine | \$ | 25.00 |
| Total estimated rent: | \$ | _____ |
| Nonrefundable deposit | (\$ | _____) |
| due on or before _____ (no less 60 days prior to the event). | | |
| Balance of estimated rent due _____ | \$ | _____ |
| (Friday before occupation of Theatre) | | |

Additional charges, if applicable, will be invoiced to the renter within 10 days after the final event date. Additional charges could include, but are not limited to, additional Theatre Manager time, technician fees, and damages.