

# THEATER RENTAL AGREEMENT

*Thank you for inquiring about renting The Alley Theater. We are a full service theater providing one stop shopping for tenants without the inconvenience of an itemized rental package.*

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:

**Please download or use attached calendar and highlight requested dates and times. Please specify GENERAL verse THEATRICAL use when needed, as well as if LIGHTING and/or SOUND will need to be provided.**

5. Additional rooms may be available for rent in conjunction with rental of the theater at a cost of \$75 per day for each room. Availability is limited and rental of additional rooms must be approved by Lorna Brunelle.  
**Additional rooms rented: \_\_\_\_\_ @ \$75 = \_\_\_\_\_ 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
\$125 Monday - Thursday	\$18 per hour for Site Manager
\$250 Friday - Sunday	

**Number of general use weekdays: \_\_\_\_\_ x \$125 per day = \_\_\_\_\_**  
**Number of general use weekends: \_\_\_\_\_ x \$250 per day = \_\_\_\_\_**  
**Total hours of rental (arrival to departure): \_\_\_\_\_ x \$18 per hour = \_\_\_\_\_**  
**Total due for GENERAL USE = \_\_\_\_\_**

7. 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.

Daily Fee	Supervision Fee
\$125 Monday - Thursday \$250 Friday - Sunday	\$18 per hour for Site Manager

**Number of general use weekdays:** \_\_\_\_\_ x **\$125 per day** = \_\_\_\_\_

**Number of general use weekends:** \_\_\_\_\_ x **\$250 per day** = \_\_\_\_\_

**Total hours of rental (arrival to departure):** \_\_\_\_\_ x **\$18 per hour** = \_\_\_\_\_

**Total due for GENERAL USE** = \_\_\_\_\_

FOR THEATRICAL USE: Theatrical use is for all rentals that do not qualify as general use.

Daily Fee	Technical Fees
\$175 Monday - Thursday \$400 Friday - Sunday	\$25 per hour for sound tech (payable directly to tech) \$25 per hour to lighting tech (payable directly to tech)
*Groups that rent for multiple, consecutive weekends will receive a discount	*In most cases, the sound and lighting can be operated by one tech \$18 per hour for Site Manager

**Number of theatrical use weekdays:** \_\_\_\_\_ x **\$175 per day** = \_\_\_\_\_

**Number of theatrical use weekends:** \_\_\_\_\_ x **\$400 per day** = \_\_\_\_\_

**Total hours of rental (arrival to departure):** \_\_\_\_\_ x **\$18 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 \$50 per hour.

**Total hours requiring sound technician** \_\_\_\_\_ x **\$25 per hour** = \_\_\_\_\_

**Total hours requiring lighting technician:** \_\_\_\_\_ x **\$25 per hour** = \_\_\_\_\_

8. 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.
9. 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.

10. 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 re-stocked at regular intervals by BWSPA.

11. 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.
12. LICENSEE is responsible for procuring all necessary one-day liquor licenses from the Town of Middleboro. LICENSEE may ONLY hire BARTENDING SERVICE OF NEW ENGLAND for events in THE THEATER for on-site bar needs.
13. 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 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.
14. 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.
15. 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.
16. LICENSEE agrees to leave with BWSPA a security deposit in the amount of \$250, 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.
17. LICENSEE agrees to review and sign additional Rules and Regulations document.

These terms are hereby agreed to by BWSPA and \_\_\_\_\_:

\_\_\_\_\_  
Lorna Brunelle                      Date  
  
Owner / Artistic Director  
The Burt Wood School of Performing Arts  
133 Centre St.  
508-946-1071

\_\_\_\_\_  
LICENSEE Name                      Date  
  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_