



WAYNE DENSCH PERFORMING ARTS CENTER FOR THE PERFORMING ARTS
201-, 203 S. Magnolia Avenue, Sanford, Florida 32771- Tel: 407-321-8111

THEATRE FACILITY RENTAL CONTRACT AGREEMENT

Agreement made this ____ day of _____, 2009 by and between the Ritz Community Theatre Projects, Inc. (d.b.a.) Wayne Densch Performing Arts Center, having offices at 201-203 S. Magnolia Avenue,, Sanford, Florida 32771- (hereinafter referred to as "Licensor), and _____ Studio _____ (hereinafter referred to as "Licensee") whose mailing address is: _____

_____ and whose represented by: __ as an authorized agent for "Licensee" and whose contact telephone numbers are: (day) (evening) _____.

(1) Licensor hereby grants unto Licensee and Licensee hereby accepts from Licensor, subject to the terms hereof, the use of the Wayne Densch Performing Arts Center for _____ Performance(s) of _____ (hereinafter "Production"). Production to be held on _____ beginning at _____ P.M. and ending at approximately _____ P.M. (hereinafter "Production Date"). The Licensor shall make Theatre available to Licensee from load-in time _____ A.M./P.M. on (date): _____ to load-out time _____ A.M./P.M. (Theatre closes 12 A.M.) on (date) : _____. Technical Rehearsal begins at _____ A.M./P.M. and ends at _____ A.M./P.M. on (date): _____. Licensor reserves the right to restrict use or access to certain parts of Licensors' premises at the discretion of Theatre staff and/or officers. Intermission? Yes: ___ No ___ (15 min. or 20 min.)

(2) PAYMENT OF USE. Licensee agrees to pay Licensor for such use the sum of \$ _____, according to the following schedule of payments: the deposit sum of \$ _____ on the execution of this agreement as security for the performance of the obligations of the Licensee hereunder; balance due of amount \$ _____ prior to the start of the performance on (date): _____.

In event of non-payment as set forth here within, the Licensor reserves the right to prohibit Licensee from entering onto the premises. All aforementioned payments shall be made in United States dollars in the form of cash or certified check. In consideration of the fact that Licensor has reserved its facilities for use by Licensee, thereby prohibiting other possible uses, and time being of the essence, these payments are not refundable.

As security for its performance hereunder, Licensee shall deposit the sum of \$ _____ to be applied to Licensor as follows, at its sole discretion: up to \$500.00 for security: up to \$1,000.00 to secure Licensee's obligations. Nothing herein is to be construed as a limitation of Licensor's rights in law and equity.

TICKET SALES. Licensee warrants that Tickets will be priced as follows
\$ _____; and \$ _____.

(3) FEE TERMS (Please see attached rate schedule)

Licensee will pay to the THEATRE:

\$ _____ **Per Performance** -- \$980 (\$880)
\$ _____ **Per Rehearsal** -- Rehearsal \$460 (\$420)
Lounge (up to 6 hours max)\$220.00
\$ _____ **TOTAL FULL BASE RENTAL including 7% sales tax**

\$----- **ANNEX RENTAL \$300 -12 HOURS**
\$150.....6 HOURS
\$75.3 HOURS
(HOUSE RULES APPLY TO ANNEX)

Payment will be made in the following manner:

\$ _____ **Security Deposit, which will be returned after final inspection by Theatre Manager, is completed and passed. (\$600 Mandatory)**
\$ _____ **Custodial (\$100 Mandatory)**
\$ _____ **House Manager (\$100 Mandatory)**
\$ _____ **Use of existing light & sound equipment per day (\$130)**
\$ _____ **Technical Coordinator *OUTSIDE GROUPS ONLY* Supervision of Event with their own tech people (\$250 set-up/rehearsal)**
\$ _____ **Sound operator(s) (\$100 per-person, inclusive show/rehearsal, each additional rehearsal or show \$75)**
\$ _____ **Lighting operator(s) (\$100 per-person, each additional rehearsal/show \$75)**
\$ _____ **Spotlight operator(s) (\$75 per-person, per-show)**
\$ _____ **Usher (\$75 per-person, per-show)**
\$ _____ **Stage Manager Sound/Curtain (\$50 per-person, per show or rehearsal)**
\$ _____ **Crew (as needed, per person, 4-hour minimum at \$25 per hour)**
\$ _____ **Security (as needed, per person, 4-hour minimum at \$25 per hour)**
\$ _____ **Copyright fees (BMI/ASCAP) (see paragraph 20) \$220**
\$ _____ **Piano rental: \$75 Concert Grand; \$90 Mandatory Piano tuning**
\$ _____ **Storage Fee (\$20 a day for each object left after contract ends).**
\$ _____ **Risers (\$25 each per day)**
\$ _____ **Backdrops (\$25 each per day)**
\$ _____ **Props (\$10 each per day)**
\$ _____ **Headsets and Handheld Microphones (\$20 each per day)**
\$ _____ **TOTAL ESTIMATED AMOUNT DUE**
\$ _____ **TOTAL AMOUNT DUE AT SIGNING OF CONTRACT (One half of the base usage fees per day as a DEPOSIT)**

ADDITIONAL CHARGES:

\$ _____ **BALANCE OF RENT DUE ON EVENT DAY**
\$ _____ **Box Office Ticket Charge \$2.00 per printed ticket, including comps.**
\$ _____ **(4% Charge back on all credit card transactions)**
\$ _____ **TOTAL DUE WITH ADDITIONAL CHARGES INCURRED**

In no case will any refund will be made except when THEATRE in unable to deliver the rented premises in accordance with this agreement.

- Plus a certificate of insurance 3 days before date (See Paragraph 10 below)
- Plus proof of corporate 501c3 status, if applicable.
- Plus all promotional materials, (ie) press kit, posters, fliers, at least 4 weeks before date.
- Plus a safety inspection if directed.

(4) **TICKETS AND MONEY.** Licensee agrees to use THEATRE'S reservation system if applicable. THEATRE **will provide box office personnel and will at all times maintain control and direction of the box office** and ticket sales revenue until final settlement.

Any special arrangement for sale of tickets at any other location than the Wayne Densch Performing Arts Center Box Office is subject to the approval of the Licensor, and must be made in writing and signed by both parties. Any tickets removed from the Wayne Densch Performing Arts Center Box Office by Licensee must be signed out in writing by an authorized representative of each party, after the Licensor assumes no liability for such tickets or revenue generated from the sale of such tickets. All seating will be reserved. General admission seating is prohibited, unless the officers of the Board of Directors or **Theatre Managers** grants express permission. All tickets must be aisle and seat numbered. Licensee shall inform the Wayne Densch Performing Arts Center management of any complimentary ticket policy and ticket discount policy. Licensor shall be entitled to ___ complimentary tickets per performance.

Licensor shall hold all revenues from ticket sales from the Wayne Densch Performing Arts Center Box Office in escrow, and will remit the Licensee by check accompanied by a final audit statement within **one week** following the last Production and end of rental period.

Licensor shall have the right to fully refund the ticket purchase price of any bona fide ticket holder so requesting, and regardless of where the ticket was purchased, to deduct this amount from the Licensee. Licensee is responsible for all returned charges and checks and any bank charges incurred by such.

(5) **DEFAULT.** In the event of default by the Licensee in any of the terms of this agreement or in any payments scheduled to be made by the Licensee as herein provided, or discontinuance of the production, time being of the essence, this agreement shall be terminated forthwith at the option of the Licensor.

(6) **CONFORMITY TO HOUSE RULES AND CARE OF FACILITY.** Licensee will abide by House Rules of the Wayne Densch Performing Arts Center, which are as follows: (1) Dressing rooms kept neat and clean. No food or beverages allowed in auditorium. Removal of all trash and left over food brought in by Licensee or its cast and crew members; (2) No smoking permitted anywhere in the building at any time. (3) Upstairs and downstairs lobbies and adjoining restrooms are off-limits to cast and crew members. (4) No visitors allowed backstage during performance.

(5) Children must be supervised during rehearsals. (6) No admittance to the concession stand except by permission of the officers. (7) Stage doors are not to be propped open for any reason, unless overseen by **Theatre Manager**. Stage doors must be utilized for loading, unloading and Stage door entrance for cast and crew. Under no circumstances are the front entrance doors to be used by cast, crew, or musicians. (8) Thermostat control is to be set by house manager only. (9) Cast and crew mot possible embers are to park on the vacant lot on the corner of Palmetto and Second Streets.

(10) Absolutely no tacking, taping or nailing to the walls of the Theatre or anything pinned to or hung on the stage curtains. If the attention of the Licensor is called to any such violation on the part of the Licensee, Licensee will immediately desist from and correct such violations. Licensee must maintain good housekeeping at all times. At the conclusion of the performance(s), Licensee shall leave the stage, backstage, dressing rooms and other parts of the theatre in good, clean, and orderly condition so that any other operation of the theatre may not be interfered with. All rubbish resulting from the Licensee's actions shall be removed by the Licensee within two (2) hours of closing of Production and any damages created by the actions of the Licensee on the premises should be repaired within four (4) hours of the termination on the operation by the Licensee. In the event of the failure of the Licensee to so perform, the Licensor may remove the rubbish and make such repairs as may be appropriate and the Licensee shall be responsible and pay for the same and all charges in connection therewith. Licensee agrees to take good care of the theatre premises and all the fixtures and equipment which may be damaged, lost, worn out, or destroyed during or as a result of Licensee's acts or omissions, including, but not limited to the failure of the Licensee to abide by the conditions set forth above. Nothing herein is to be construed as a limitation for the amount of damages for which the Licensee is responsible during its use of the said premises.

(7) CONFORMITY TO LAW. Licensee and every person connected with Licensee's production held on the demised premises shall abide by, conform to, and comply with the laws of the United States, of the State of Florida, and all the ordinances of the City of Sanford, and will not suffer anything to be done on said premises in violation of any such rules, laws, or ordinances, and if the attention of the Licensee is called to any such violation on the part of the Licensee or any person employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct and such violation.

(8) POSSESSION AND CONTROL OF PREMISES. Licensee shall be in exclusive possession and control of all of the dressing rooms and the premises involved in connection with this agreement and shall be solely responsible and hereby assumes the responsibility for loss or theft of valuables or other property left in the dressing rooms during rehearsal and performance(s) by the Licensee or Licensee agents or employees. The Licensee shall take all appropriate steps to safeguard the person and property of the control of the premises under this agreement and Licensee shall be responsible for the loss, theft, or damage of any of Licensor's property located therein.

(9) CONCESSION AND SOUVENIR SALES. Licensor shall operate a concession stand before and during the production at its sole cost and benefit. Licensee may request from Licensor permission to sell additional non-food items (posters, tapes, compact disks, records, souvenirs, etc.) Such permission shall not be unreasonably withheld. Licensor shall retain 15% of the gross receipts from the sale of such non-food items, and shall have the sole right of determining the location of sale of such items, which under no circumstances shall block or otherwise intrude on audience entrance/exit passageways.

(10) LIGHTING, SOUND, SCENERY, AND SPECIAL PRODUCTION EQUIPMENT. The Wayne Densch Performing Arts Center management shall have the oversight of Licensee's installation of scenery, costumes, properties, extra lighting not provided by Theatre, and extra sound equipment not provided by the Theatre. Furthermore, the Wayne Densch Performing Arts Center management shall have the approval of the "shop order" for rental equipment to be brought into the theatre. The Wayne Densch

Performing Arts Center management shall have the approval of the manner in which such equipment is installed, and shall have the right to prohibit any activity or use of Licensee's or Licensor's equipment which in his/her sole discretion he/she determines to be dangerous to life or property. All electrical, scenic and special effects equipment brought into the theatre by Licensee to be used in production shall comply with and conform to all rules and regulations of the Wayne Densch Performing Arts Center Board of Directors and by directives issued, the ordinances, statutes, and laws of the City of Sanford, State of Florida, and to the rules and regulations and by directives issued by every Government Bureau and Agency exercising jurisdiction thereof. Pyrotechnics and fire special effects, candles, flames of any kind, lighted cigarettes and cigars are prohibited.

(11) CONFORMITY TO STANDARD THEATRICAL PRACTICES. Licensee shall provide and do all and everything that is usual necessary, and proper in theatrical production, including but not all limited to the following: Licensee shall obtain Comprehensive General Liability and Property Damage insurance in the amount of \$1,000,000 (One Million Dollars) to cover

Licensee's operations, which include a ten (10) day cancellation clause. Comprehensive General Liability and Property Damage insurance shall also have the Ritz Community Theatre Projects, Inc. (d.b.a.) Wayne Densch Performing Arts Center and its servants, agents, and employees as an additionally named insured on the policy. Failure to produce such a certification NO LATER THAN 48 HOURS BEFORE A PERFORMANCE shall be the basis for denying the Licensee the use of the aforesaid premises. Licensee shall engage all artists and production personnel other than those provide advertising at its own expense. All posters, program, handbills, advertising and promotional materials for production shall specifically state that the production is presented by Licensee. Licensee shall inform Licensor of anticipated running time: ____; and late seating policy: _____.

(12) Licensor agrees that it will make available to Licensee the following services and/or facilities: the theatre, includes stage, lobby, auditorium, dressing rooms, and box office staffed by the Wayne Densch Performing Arts Center personnel, heated or air conditioned as required in the appropriate seasons, a current seating chart of the theatre, but will not make available the administrative office space currently used by employees of the Wayne Densch Performing Arts Center only. Non-exclusive use of the marquee prior to the scheduled time of the performance, Wayne Densch Performing Arts Center **Manager** shall work with Licensee's technical representative to execute Licensee's technical requirements. Any additional equipment that may be necessary for Licensee's production shall be provided at Licensee's sole expense, House Manager, (subject to change), and ushers appropriate to the anticipated size of the audience.

(13) REMOVAL OF EQUIPMENT AND PROPERTY. Licensee agrees that as of the expiration of the term of this agreement, all equipment and property brought into the theatre by Licensee will be removed from the theatre by Licensee. The Licensee will be in exclusive possession and control of all such equipment and property, and assumes all responsibility for the safekeeping of such equipment or property during the term of this agreement. Licensor assumes no responsibility for the safekeeping of such equipment or property during the term of this agreement.

(14) INDEMNIFICATION. Licensee agrees to indemnify, save, hold harmless, and to defend Licensor, its servants, agents, employees, offices, volunteers, and trustees from and against and suit arising out of any and all claims, damages, and liabilities arising out of or in connection with the Licensee's use of the theatre premises and from any

and all claims, damages, and liabilities arising out of the presentation and production of entertainment and from any breach by the Licensee of the covenants, representations, and warranties contained herein.

(15) TAXES AND ROYALTIES. The Licensee agrees to pay any gross receipts tax, publishing royalties, and any other tax or royalty that may be due and payable by reason of performance(s) of the production or the use of the theatre, to be held as herein before provided and to hold the Licensor harmless from and claim arising thereby.

(16) The Licensor, in its discretion, reserves the right to make improvements to the theatre and shall not be liable by reason thereof, but will not substantially interfere with the performances(s) of Licensee.

(17) The Board of Directors of the Wayne Densch Performing Arts Center reserves the right to prohibit any activity or use of the facilities by Licensee, which in his/her sole discretion he/she determines to be dangerous to life and property.

(18) Licensee is entering into this agreement as an independent contractor. Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the parties. Nothing herein is to be construed as a, create a tenancy or, lease agreement between the parties. Neither this agreement nor any of its rights may be assigned by the Licensee.

(19) This agreement shall be interpreted in accordance with and in all respects governed by the Laws of the State of Florida which shall have the exclusive jurisdiction over the parties of this agreement with respect to any legal controversy arising out of or connected with this agreement, or the breach thereof. No change, modifications, or amendment to this agreement, shall be effective unless in writing and signed by the parties hereto. Any changes and/or cancellation by Licensee of the production date(s), show time(s), or number of performances as stated in this agreement shall not alter the terms of this agreement, unless in writing and signed by both parties.

(20) Licensee warrants and represents: That the person executing this agreement on Licensee's behalf has the authority to do so. That it has obtained approval and cooperation of all unions and affiliations having jurisdiction over the production, and that any and all local work permits, union fees, taxes, and other local license that may be required by the Licensee to carry out the production covered in this agreement will be obtained and paid for by the Licensee. Licensee agrees not to discriminate because of race, creed, color, national origin, sex, age, disability, or marital status.

(21) This agreement shall not be binding unless signed by all parties below. If a signed contract from Licensee is not received by Licensor within one (1) week from the date of issuance, Licensor shall have the option of terminating this agreement.

(22) This agreement contains the entire understanding. All prior negotiating agreements or discussions are superseded by this agreement. Paragraph headings are provided for ease of reading only, and should not be construed as material to this agreement. The invalidity of any of this agreement shall not affect the provisions thereof. No acquiescence by Licensor in any default by Licensee shall be construed to constitute a sanction or waiver of the continuation of same. Notices to the parties shall be made by certified mail, return receipt requested, addressed to parties at the address set forth above, with a copy to Licensor by fax at 407-321-8140.

(23) Videoing/Photograph by Audience Members. Please note that this is not allowed. Videoing of the performance is allowed by the facility renter by arrangement with the management, but only in designated areas. See Theatre Manager for details.

**(24) The theatre reserves the right to hold 10 Complimentary tickets of the show
In any section of the theatre seating**

IN WITNESS WHEREOF, the parties hereunto get their hands and seals the day and year first written above.

**FOR: RITZ COMMUNITY THEATRE PROJECTS, INC. (D.B.A.) WAYNE DENSCH PERFORMING
ARTS CENTER**

BY: June Powell, Manager

LICENSOR REPRESENTATIVE NAME PRINTED

LICENSOR REPRESENTATIVE SIGNATURE

DATE: _____

AGREED AND ACCEPTED BY

LICENSEE REPRESENTATIVE NAME PRINTED

LICENSEE REPRESENTATIVE SIGNATURE

DATE: _____

Technical Rider Form

Please fill out this form and either Mail, Email (info@waynedenschperformingartscenter.com) or Fax (407.321.8140) at least one-month prior to your scheduled performance date.

Name of Event: _____

Name of contact person for technical questions: _____

Day Phone: _____ Evening Phone: _____

Email: _____ Fax: _____

Number of persons in cast/group? _____ Number of backstage crew? _____

Sound

Do you need any special sound equipment? _____

Number of mic's needed Hand-held?___ , Hard-wired?___)

How many monitors do you need? _____

How many DI boxes (converter) do you need for electronic instruments? _____

How many tapes or CD's will you be using? _____

If renting the piano, please specify placement on the stage. _____

Other sound requirements/questions? _____

Miscellaneous

Please list the size and contents of the backdrops/props. _____

Will you need curtain to open and close during performance? Yes / No

Lighting

What kind of lighting do you need? (General, Specific, Atmospheric, Spot)

Will you need any specials? (gel colors, positions, etc.)

How many gobos (lighting patterns) will you be using? _____ (You must supply gobos prior to tech rehearsal)

Other light requirements or questions: _____
(All lighting must be gelled and aimed prior to stage-set load-in. Not responsible for light adjustments after scenery/stage-set is in place. Please include any cue sheets, light plots, etc.)

Any technical personnel used other than Wayne Densch Performing Arts Center technical staff, will be supervised by a member of our technical staff. Licensee is responsible for any lost, broken, torn, or damaged equipment and will be billed accordingly. All equipment that is used will be checked in-and-out of the tech storage room by a member of the Wayne Densch Performing Arts Center technical staff. No food or drink is allowed near light or sound equipment.

Your sound technician must be adequately trained on and familiar with our soundboard; be familiar with the operation of sound equipment, including microphones, monitors and amps. (NO adjustments – besides ON-OFF are to be made to components in main rack in light-booth)

Your lighting technician must be adequately trained on and familiar with the operation of a DMX board; be familiar with the operation of lighting equipment, including spot light; See the Wayne Densch Performing Arts Center technical staff for instructions of the house lights; and hang, re-gel and re-aim instruments back to original locations.

Your lighting technician WILL NOT at the end of the show, erase any cues that have been recorded or reprogram existing sub masters.

I have read the above agreement and agree to all of the terms listed above for the use of my own technical staff. I agree to pay technician fees, and lost, broken, or damaged equipment that may occur during the show by my technical staff.

Print Name/Title: _____

Signature: _____ Date: _____