

Rental Agreement for The American Theatre

THIS RENTAL AGREEMENT, made and entered into at Hampton, Virginia this day of 2008, by and between THE HAMPTON ARTS COMMISSION, CITY OF HAMPTON, and THE HAMPTON ARTS FOUNDATION, hereinafter referred to as the "landlord"; and _____, hereinafter referred to as the "tenant."

WITNESSETH: That for and in consideration of the mutual agreements contained herein and subject to the terms and the conditions hereinafter stated, the landlord hereby leases to the tenant and the tenant hereby leases from the landlord that structure known as "The American Theatre" (excluding those portions normally used as office, storage, or work areas by the landlord), located at 125 East Mellen Street in the City of Hampton, Virginia;

TO HAVE AND TO HOLD the same unto the tenant:

Load-In Day(s) and Time:

Event Day(s) and Time(s):

Load-Out Day(s) and Time:

subject to the terms and conditions hereinafter stated.

It is expressly agreed between the landlord and the tenant as follows:

The tenant shall have the right to occupy and use said premises for the event known as,

This tenancy shall not be assigned or sublet without the express written permission of The Theatre Director. The tenant agrees that it has inspected the leased premises and its equipment and that the same are in proper condition for the use contemplated.

RENTAL RATE

- The rental rate for the American Theatre is \$1000.00 for up to 8 consecutive hours in a 24- hour period. Additional time (up to 4 hours) shall be pro-rated at the amount of \$125.00 per hour. Any hour after the 12th hour shall be pro-rated at the rate of \$250.00 per hour.
- Rental rate hours are pro-rated on the hour.
- The load-in of any rental shall not begin before 9:00 a.m. and the load-out of any rental must be completed by 11:00 p.m. Should the rental period extend over several days, the tenant agrees to vacate the building no later than 11:00 p.m. each day during the rental period.

DEPOSITS

- All rental dates must be secured at least 30 days prior to the scheduled event. To secure a date the tenant must present a deposit of one-half (½) the estimated rental expenses, a signed rental agreement, and a certificate of insurance. In addition, the tenant must furnish an acceptable security deposit to cover the anticipated costs of any special services.
- All deposits and rental fees are payable in acceptable U.S. funds only and should be paid to The Hampton Arts Commission. Deposits will be applied to the rental fee.
- The balance of the rental fee is due and payable prior to intermission on the day of the event.
- There will be a \$50.00 service charge on all returned checks.

CANCELLATION

- If the tenant cancels the event more than 14 days before the scheduled date of the event, the deposit less a \$25.00 processing fee and any nonrefundable service fees, shall be returned to the tenant. The landlord agrees to process the request for the refund of the tenants deposit in a timely fashion; however, the landlord cannot be held responsible for any unforeseeable delays in the return of said monies.
- If the tenant cancels the event less than 14 days before the scheduled date of the event, the deposit shall be forfeited.

CONDITIONS OF USE

- The rental rate allows the tenant the use of the theatre lobbies, house, stage, rehearsal room, green room, and dressing rooms; however, the landlord reserves the right to restrict access to any portion of the theatre to any individual not directly related to the tenants' performance.
- The rental rate allows the tenant the use of a selected inventory of theatrical equipment. In the case that additional equipment may be needed, the tenant has the option of renting said equipment from The American Theatre (please see Rental Rates at the end of the contract) or providing said equipment at their own time, expense, and risk. Any equipment brought in from an outside source must be approved by the American Theatre Production Manager.
- The tenant shall provide the Production Manager, at least 30 days prior to holding the event as herein stated, a full detailed outline of all facilities required, all stage requirements and other such information required by the production manager concerning this event.
- The tenant is required to use and pay for at the rate of fifteen dollars (\$15.00) per hour at a four (4) hour minimum The American Theatre production staff for the preparation, load-in, load-out, and performance of said event. The Production Manager will have sole discretion in determining the crew size needed, based on the technical elements of the event; however, a minimum of 2 members of the production staff are required for all events.
- The tenant is responsible for providing performers with all hospitality needs. This includes, but is not limited too; water, coffee, soft drinks, any

- food products, and any necessary accessories that may be needed (i.e. paper cups, plates, sugar, etc.)
- The tenant is responsible for arranging the set-up and clean up of any areas used by the tenant, agents of the tenant, employees of the tenant, or guest of the tenant. This includes, but is not limited to; the placing and replacing of tables and chairs, disposing of all trash, and the removal of all personal property from the theatre premises.
 - The tenant is responsible for securing, paying for and providing all advertising and promotional material for said event. It is understood that when possible The American Theatre and Hampton Arts will allow the tenant to display one approved poster in the outside display case, to display a select number of approved flyers in the theatre lobby, and to have said event listed on the “Upcoming Events” recording. Furthermore, it is understood that the above services are not guaranteed as part of the rental agreement between the tenant and The American Theatre, Hampton Arts, and The Hampton Arts Foundation.

BOX OFFICE

- The tenant shall not sell, allow or cause to be sold or issued, admission tickets in excess of seating capacity of The American Theatre, or admit a larger number of persons to the premises than can be properly and seated safely in said premises.
- The tenant understands that the landlord will not provide any box office support unless the tenant requests this service. If box office support is requested the tenant may select from either of the following services.
 - 1) The landlord agrees to provide the tenant with box office assistance, for the advance sale of tickets, for a flat fee of fifty dollars (\$50.00) per performance. This includes multiple performances in one day, multiple days of the same performance, and multiple events by the same tenant. This assistance will be in the form of having the tenant bring in an inventoried amount of hard tickets to the box office, located at The American Theatre, so that patrons may purchase these tickets during normal box office hours. Payment for these tickets must be in the form of cash or check. It is the responsibility of the tenant to pick up any collected monies or unsold tickets. The landlord cannot be held responsible for any returned checks, missing monies, or seating errors resulting from this service. The tenant agrees not to publish the box office phone number in any advertisements or instruct people to call the box office for event information.

On the day of the event, the landlord will provide the tenant with a table and chairs to set up in the lobby to use as a box office. It is the tenant's sole responsibility to provide the needed personnel, and the needed materials (i.e. cash box, change, tickets) to operate the table before, and during the show. Under **no circumstances** will the landlord, employees of the landlord, or agents of the landlord assist or be expected to assist with the operation of the tenant's box office. This includes; but is not limited to, the distribution of event tickets, the handling or exchange of

money for said tickets, overseeing the box office table before or during said event.

2) The landlord agrees to provide the tenant with box office assistance, for the advance sale of tickets, for a fee of one hundred dollars (\$100.00) per performance. This includes multiple performances in one day, multiple days of the same performance, and multiple events by the same tenant. This assistance will be in the form of having The American Theatre box office staff add the tenant's event onto the in-house ticketing system.

Should this service be selected the tenant agrees to following criteria:

- The American Theatre shall have sole control over all ticket sales and ticket inventory for said event.
- On the day of the event, landlord agrees to open the box office for ticket sales two (2) hours prior to the event.
- In addition to the one hundred dollar (\$100.00) dollar fee, tenant agrees to pay for the box office staff at the rate of fifteen (\$15.00) dollars per hour commencing two (2) hours prior to the event and ending upon completion of event and signing of the settlement statement.
- Landlord agrees to provide the tenant with a complete and accurate settlement statement following the event. This settlement statement will include a record of all ticket sales and expenses from the event. Tenant understands that the landlord has the right to subtract from the gross revenue of ticket sales any and all charges incurred by the tenant for said event. These charges shall include; but are not limited to, any outstanding rent, city amusement taxes, payroll fees, and any other event charges incurred by the tenant.
- When presented with the settlement statement, it is the tenant's responsibility to examine the statement. Any discrepancies or questions concerning the statement should be resolved at this time with the Box Office Manger. By signing the settlement statement, the tenant accepts all terms set forth by the statement, and waives the right to question these terms at a later time. Tenant understands that any delay in the signing of the settlement statement will delay the issuance of the net proceeds from the event.
- Tenant understands that the net proceeds from the event will be issued to the tenant in the form of a check from The City of Hampton following the processing of the settlement statement. Tenant understands that once Hampton Arts has submitted the settlement statement to The City of Hampton, Hampton Arts cannot be held responsible for any delays in the issuance of the net proceeds.
- In the event that the tenant's expenses are more than the gross ticket sales, the tenant agrees to remit all monies due to Hampton Arts at the time of settlement. Payment should be made in

acceptable U.S. funds. If the tenant fails to present payment the landlord reserves the right to pursue the tenant, by all legal means, to collect all monies due plus any costs the landlord may incur as a result of this action.

- Tenant agrees to provide box office personnel with all promotional information regarding said event. Including; but not limited to, type of event, running time of event, performers in event, name of presenting organization, as well as any other pertinent information concerning the event. The tenant also agrees to provide the box office staff with a contact phone number for the tenant or a representative of the tenant that can be given to potential ticket buyers should they have questions or require additional information about the event.
- In the case of the cancellation or alteration of the event, tenant understands that the fee of one hundred dollars (\$100.00) for this service is non-refundable.

USHERS and HOUSE MANAGMENT

- The tenant is required to use and pay for at the rate of fifteen dollars (\$15.00) per hour The American Theatre House Manager for the event. The House Manager's time commences one and one half (1and1/2) hours prior to the event and ends when the last audience member has vacated the building.
- The landlord shall secure and the tenant shall pay, at the applicable local wage scales, the required number of ushers needed for the event. The landlord shall determine the minimum number of ushers to be employed to govern the conduct of all in attendance at the event conducted by the tenant, and their use. The tenant agrees to inform the landlord of the estimated size of the audience.

ADA

- The American Theatre is an ADA compliant building; therefore, the tenant agrees to inform the landlord or employees of the landlord at the earliest possible moment of any special requirements needed to fulfill ADA obligations. This includes, but is not limited too; access to the installed hearing impaired system, the removal of designated seats to accommodate wheelchairs. The tenant is responsible for making sure that wheelchair accessible seating is kept available for the event and assumes all liability should The American Theatre's ADA compliancy be compromised in any way for said event.

CONCESSIONS

- Tenant may set up a merchandise table provided; the tenant obtains prior permission from the American Theatre Director, the tenant provides adequate personnel to operate and secure the table, the tenant provides all needed supplies (i.e. cash box, change), the tenant agrees to pay the American Theatre 20 percent of the gross receipts. It is the tenant's responsibility to collect and pay all appropriate state and local sales taxes.

- The tenant shall not serve or sell any items of food or beverage at or in The American Theatre. Furthermore the tenant agrees to allow The American Theatre to sell concessions before and during intermission of the event. All proceeds become the property of The Hampton Arts Commission and The Hampton Arts Foundation.

INSURANCE

- The tenant must procure, purchase, and keep in force, throughout the rental period an insurance policy carrying a minimum of one (1) million dollars of comprehensive general liability insurance naming the City of Hampton and the Hampton Arts Foundation as additional insured.
- Failure to properly procure this insurance will result in the cancellation of the tenant's event. **There are no exceptions to this policy.**
- The American Theatre, The Hampton Arts Commission, and The Hampton Arts Foundation cannot be held liable for any injuries sustained by the tenant or any of its officers, agents, employees, patrons, or invitees. In addition, the City of Hampton, The American Theatre, The Hampton Arts Commission, and The Hampton Arts Foundation cannot be held liable for the theft or destruction of any personal or rental property belonging to the tenant or any of its officers, agents, employees, patrons, or invitees.

AMUSEMENT TAXES

- The City of Hampton requires the tenant to pay an amusement tax of 10% on the gross ticket revenue for each event. It is the tenant's responsibility to pay this tax to The Commissioner of Revenue in a timely fashion. All inquiries concerning this tax should be directed to The Commissioner of Revenue for the City of Hampton at 727-6824.

SECURITY

- Should the landlord deem security is needed for the tenant's event, it is the responsibility of the tenant to provide and pay for said security. The tenant shall provide proof to the landlord no later than ten (10) days before the event that all employed security personnel are adequately trained and insured. Should the tenant fail to provide sufficient security with the needed qualifications on the day of the event then the landlord reserves the right to delay the tenant's occupation of The American Theatre until a qualified security team can be assembled. The tenant cannot hold or name the landlord responsible for loss of rental time, load-in time, rehearsal time, the delay of said event, or in extreme cases the cancellation of said event due to tenant's negligence in obtaining proper security.
- The decision of The American Theatre Director in these matters shall be final.

LICENSES

- The tenant warrants that all patented, trademarked, or franchised material or copyrighted material used in the event whether by mechanical recording or personal rendition, and all special effects used in the event, have been duly licensed or authorized by the owners or their representatives. Tenant has obtained all appropriate BMI, ASCAP, and

SESAC licenses for performances. By entering into this lease, the tenant covenants and agrees to indemnify and hold harmless the City of Hampton, The Hampton Arts Commission and The Hampton Arts Foundation, from any and all claims, losses, or expenses, including legal fees, which might arise from questions of use of any such material described above.

RULES

- Smoking is prohibited inside The American Theatre.
- Food and drinks are prohibited in the theatre house.
- No open flames or pyrotechnics are allowed on stage or in the building without prior approval from a City of Hampton fire marshal. It is the responsibility of the tenant to obtain said approval and any needed permits.
- The tenant must obtain prior approval from the production manager for the use of theatrical fog, hazing, or like special effects.
- No nails, tacks, staples, brads or other things shall be driven into any portion of the American Theatre and the tenant shall not do any act or suffer any act that will in any manner change the finish, appearance or contours of the American Theatre. Upon termination of this rental agreement, the tenant will deliver to the landlord said premises and equipment in as good condition and repair as it was found to be at the beginning of the rental agreement. If the said structure, its surrounding premises, or any equipment suffers damage during the term of the rental agreement by the tenant, or the tenants agents, employees, patrons, guests or any person admitted to the premises by or with the consent of the tenant, the tenant shall pay the landlord upon demand such sum as shall be necessary to restore the said premises and equipment to its condition at the beginning of the term of this lease. The tenant hereby assumes the responsibility for the acts and conduct of persons admitted to the premises with the consent of the tenant, or its agents, or employees thereof. The American Theatre Director shall have the right, but not the duty, to take any action deemed appropriate to protect the premises or the equipment of the landlord.
- Should the tenant or any member of the tenant's group fail to vacate any portion of The American Theatre at the end of the rental agreement, then the landlord shall be and is hereby authorized to remove from premises, at the expense of the tenant, all goods, wares merchandise, fixtures, equipment, and any property of any kind or description. The landlord shall not be liable for any damage or loss of tenant's said property either during the removal or storage of same, and the landlord is hereby expressly released from any claims for such loss or damage. Any property of the tenant or of a member in the tenant's group remaining on the premises subsequent to the term of this lease may be moved from the premises and stored at the expense of the tenant, or after a period of seven (7) calendar days from the last day of the tenancy hereunder, be deemed abandoned and become the property of the landlord.

- It is understood and agreed that the landlord hereby reserves the right to control and manage The American Theatre and to enforce all necessary and proper rules for the management and operation of the same and that its authorized representatives may enter the portions of The American Theatre hereby demised, at any time and on any occasion, but in a manner not designed to disrupt the proper use of the facility. The landlord also reserves the right, but not the duty, through its duly appointed representatives or police officers, to eject any disorderly or otherwise objectionable person or persons from the premises. The tenant shall not permit the demised property to be used for any improper, immoral, lewd, or objectionable conduct or purpose, and the decision of The American Theatre Director in these matters shall be final.
- Stagehands must be given at least a sixty minute (1 hour) non-paid meal break after the rehearsal and before the beginning of the event. In the instance when the tenant presents two shows on the same day, there must be a minimum ninety-minute (1 1/2 hour) break between the end of the first show and the beginning of the second show.
- The delay or failure of either party to assert or exercise any right, remedy or privilege shall not constitute a waiver of any such right, remedy or privilege. Neither party to this agreement shall be liable to the other for any failure to perform any of the terms or conditions of this rental agreement which is attributable to war, an act of God, a strike, a lockout, or any other cause beyond the control of such party.
- All rental rates, conditions, and policies shall be applied to all rehearsals and technical set-ups should they take place on a day other than a performance day.

IN WITNESS WHEREOF the parties hereto, or their agents duly authorized, have hereunto set their hands and affixed their seals in the City of Hampton, Virginia, this day of _____, 20__.

Director of Hampton Arts/
The American Theatre

Lessee

Additional Equipment Rental Rates

Steinway 9' Concert D Grand Piano (Tuning not included. Must use American Theatre tuner)	\$1000.00
Ludwig Professional Drum Kit	\$150.00
Fender Deville Guitar Amp	\$50.00
Roland JC-120 Guitar Amp	\$50.00
GK Bass Rig	\$80.00
MiniDisc Player	\$20.00
Dat Player	\$20.00
LCD Projector and DVD Player	\$75.00
4'X8' Riser (6 available w/ 5" or 13" legs)	\$15.00 each
Marley Dance Floor	\$150.00

Rental Information Form

DATE:

CONTACT PERSON:

ORGANIZATION:

ADDRESS:

TELEPHONE:

EVENT:

EVENT TIME(S):

RUNNING TIME OF EVENT (including intermission):

TECHNICAL INFORMATION (The information below will assist the production manager in determining the technical needs of your show. Please submit any ground plans, lighting plots, stage plots or other information regarding your event with this form.)

WILL YOU NEED TO USE THE THEATRE'S RIGGING SYSTEM?

IF SO, WHAT WILL YOU BE HANGING?

WILL THE OBJECT(S) NEED TO FLY OUT?

WHAT ARE THE OBJECT(S) DIMENSIONS?

WHAT IS THE WEIGHT OF THE OBJECT(S)?

WHAT WILL BE YOUR STAGE LIGHTING REQUIREMENTS?

WHAT WILL BE YOUR SOUND REQUIREMENTS?

WILL YOU NEED TO USE THE FOLLOWING PIECES OF EQUIPMENT?

TAPE PLAYER:

CD PLAYER:

MINI DISK PLAYER:

DAT PLAYER:

F/X PROCESSOR:

MICS (how many & what kind):

DIRECT BOXES (how many):

STAGE MONITORS (how many):

MIC STANDS (how many):

MUSIC STANDS (how many):

CHAIRS (how many):

TABLES (how many):

ARE THERE ANY ADDITIONAL OR SPECIAL TECHNICAL REQUIREMENTS?

(Please be as specific as possible)

ESTIMATED RENTAL EXPENSES

BUILDING RENT

MISCELLANOUS EQUIPMENT

BOX OFFICE SUPPORT

STAGEHAND PERSONNEL

HOUSE MANAGMENT

BOX OFFICE PERSONNEL

ESTIMATED TOTAL:

DEPOSIT:

BALANCE DUE:

This is only an estimate of rental expenses. Costs are subject to change.