



RENTAL AGREEMENT

VENUE LOCATIONS

**Artists' Exchange
Black Box and Gallery**
50 Rolfe Square
Cranston RI 02910
(401) 490-9475

**Theatre 82
& Cafe**
82 Rolfe Square
Cranston, RI 02910
(401) 490-9475

ARTISTS' EXCHANGE CONTACTS

Shannon Casey
Artistic Director
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Megan Howe
Theater Programs Manager
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Jenny Sivo
Operations Manager
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Emily Urban
Marketing & Promotional Coordinator
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Artist's Exchange Black Box Theatre & Gallery and Theatre 82 & Café, hereinafter referred to as OWNER.

Rental Party listed below is hereinafter referred to as RENTER:

NAME _____

GROUP _____

ADDRESS _____

PHONE _____

EMAIL _____

THIS AGREEMENT DESCRIBES THE CONDITIONS UNDER WHICH THE OWNER AGREES TO RENT ITS FACILITIES TO THE RENTER FOR THE AGREED UPON COSTS.

SECTION I - RENTAL FACILITY

SPACE BEING UTILIZED _____

TYPE OF EVENT _____

NAME OF EVENT _____

EVENT DATE(S) _____

EVENT START TIME(S) _____

END TIME(S) _____

FACILITY RENTAL FEE

The Facility Rental Fee includes use of the venue for event times, as well as four additional rehearsals: two regular rehearsals (location determined by availability), two technical rehearsals (in venue). Any additional rehearsals will require purchasing additional rehearsal times at a discounted hourly rate, with locations based on availability.

All rehearsals must be scheduled ahead of time with the Artists' Exchange Theater Manager. Under no circumstances shall the RENTER use the space for rehearsals, events, gatherings, or performances outside of the agreed upon dates of this contract and/or rehearsal times; further fees will be applied.

FACILITY USE

- A. Lighting - A standard stage wash and blackout will be provided to RENTER at no additional cost. Any additional lighting requirements will need to be discussed with the Artists' Exchange Theater Manager and further costs may apply depending on needs.
- B. Special Effects and Lighting - Special effects and lighting will require contacting Artists' Exchange's Technical Direction Contact and incurring any and all costs:

ADVANCED PRODUCTION & DESIGN: ADAM RAMSEY
EMAIL/PHONE: aramsey@apadonline.com / (401) 484-8790 ext. 101

- C. Lighting Equipment - Under no circumstances shall the RENTER move, remove, or refocus lights without approval and assistance from the Artists' Exchange Theater Manager. All specific lighting placement should be communicated to the Theater Manager at the time of the facility walk through and prior to first scheduled technical rehearsal. This does not apply to RENTERS who choose to use our Technical Direction Contact or who have received technical training with the Theatre Manager.
- D. Equipment - RENTER is entitled to use of the lighting and sound systems, as well as the risers, seating, projector screen, and set up. Special arrangements for microphones, amplifiers, stands, etc. will require prior arrangement and will incur an additional fee.
- E. Technical Operation - RENTERS are responsible for providing their own technical operators for their events. In-house technical operators may be hired at an additional cost of \$20 per hour, and will include lighting design and adjustments. In-house technical operators must be requested at least three weeks prior to event date, otherwise technical assistance cannot be guaranteed. All technical operators must undergo a brief training prior to the first technical rehearsal with the Artists' Exchange Theater Manager. If further training is required, the RENTER may incur additional fees, to be determined and discussed with the Theater Manager.
- F. House Management - Artists' Exchange will provide personnel to run the door sales for all productions and events at both the Black Box and Theatre 82. All collected money will be handled by Artists' Exchange and then distributed to the RENTER based on the agreed upon terms outlined Section II. Should scheduling issues arise, the RENTER may need to provide their own staff members or volunteers to sell tickets and hand out programs, etc.
- G. Green Room & Dressing Rooms -

50 Rolfe Square Location: A designated dressing area and green room (waiting room) will be provided and designated for use during the times of event(s)/performances only. During technical rehearsals, use of a waiting area will be determined by the Theatre Manager and is based on availability. Under no circumstances is the RENTER to enter areas outside of their designated areas. RENTER may request certain spaces within Artists' Exchange to the Theatre Manager, who will do everything in their power to accommodate the request, however it is subject to availability.

Theatre 82-When using Theatre 82, the RENTER may use the downstairs green room and dressing rooms. Under no circumstances is the RENTER allowed to enter the prop and scenery shop or costume closet. The RENTER is also prohibited from entering or using the kitchen area or items within the Cafe. The RENTER is allowed use of the restrooms and may sit at the Cafe tables if they so choose.

- H. Cleanliness and Maintenance - RENTER is required to clean up all trash, recycling, spills, personal effects, and so forth in all spaces used, including but not limited to the theater, dressing rooms, waiting/green room. Under no circumstances should food be left in any spaces. RENTER is responsible for keeping seating areas clean, including underneath chairs and tables, and is expected to throw away garbage in appropriate receptacles. Within 24 hours of the expiration of the rental period, the Theatre Manager will complete a post-rental inspection and document the state of the spaces. Each

instance of food or trash will result in the RENTER assuming an additional \$75.00 cleaning fee from their security deposit. Especially in the case of a need for deep cleaning to the theater or Artists' Exchange spaces, cause for professional cleaning fees, losing security deposit, or having to pay for the time and costs of repairs, to be determined by Artists' Exchange, will fall to the responsibility of the RENTER.

- I. Damages or Loss - Such in the case that there is damage or theft of any properties belonging to Artists' Exchange during the period of this contract, the RENTER assumes financial responsibility of repairing or replacing said property. This includes, but is not limited to: costumes, props, sets, walls, floors, lighting equipment, sound equipment, laptops, screens, projectors, seats, appliances, other properties, and so forth. The RENTER extends to anyone participating in their event, including but not limited to: exhibitors, contestants, and those contracted by the RENTER. The RENTER is not allowed to, under any circumstance, 'repair' anything. The RENTER is responsible for contacting the Theatre Manager if damage or incident occurs. We, the OWNERS, understand that mistakes happen, and if contact is made soon after an incident, every effort will be made to fix the damage prior to the event and will keep the cost of repair as minimal as possible. However, if no contact is made when damage occurs, RENTER is at risk of losing their security deposit and responsible for incurring the cost of repairs.
- J. Conditions of Premises Checklist - It is the right of the RENTER to be delivered a Conditions of Premises Checklist prior to their first rehearsal evening. RENTER may request a walkthrough of the venue prior to the start date of the rental contract to go over and accept the conditions. RENTER must sign and accept form, signifying their acceptance of the conditions of the premises. If no walkthrough is requested prior to the start of the contract, RENTER accepts the conditions of the space and assumes responsibility for any damages incurred during the term of their contract. Should the RENTER not receive a checklist, they are not liable for any damages or loss that occurs during the term of their contract. RENTER will also receive a post assessment of the premises, to be inspected either at the strike of the show or 48-hours after the conclusion of the event, whichever occurs first.
- K. Strike-RENTER must vacate the premises of all property and persons within 24 hours of the conclusion of the final event. OWNER will give a complementary reminder call to the main contact number. Failure to remove property after 48 hours will therefore authorize the OWNER to: remove the property at the RENTER's expense, if one so occurs; keep the property; dispose of the property; withhold earnings/deposit until such arrangements can be made to dispose of the property to the satisfaction of the OWNER. OWNER is thereby released of any and all such claims of damage to property.
- L. Safety - RENTER MUST follow state and local guidelines regarding COVID-19 procedures and precautions, and shall incur any and all fees if violation should occur during the term of this contract. RENTER shall not, without the written consent of the OWNER, operate an engine, motor, or machinery on the premises, nor shall the RENTER use the following, but not limited to: oils, explosives, burning fluids, camphene, kerosene, naphtha, gasoline, or actual firearms.
- M. Keys and Security Codes - Frequent renters, or longer contracted renters may receive keys and security codes at our discretion. Such RENTERS will be issued one key and code to their primary contact. RENTER is responsible for using the building during operating hours and for de-arming (unlocking) upon entry and arming (locking) when vacating. No additional copies of keys shall be made, and any lost keys will be issued a replacement fee. Use of the facility will be for the purpose outlined in the above section

of this contract and for no other purpose. All patrons are expected to enter and exit through the front doors of both locations. Back doors will be locked to the outside during all performances and events.

- N. **Objectionable Persons** - The OWNER and RENTER reserve the right to eject from the premises any objectionable person or persons, and neither OWNER nor RENTER, nor any officers, agents, or employees shall be liable for any damage that may be sustained through the exercising of said right. 'Objectionable' shall be defined as anything that violates the terms and conditions of this contract, the ordinances and laws of the City of Cranston, and laws of the State of Rhode Island.

Section II - Financial Agreements

The following section pertains to purchases and financial transactions that may occur during the time of this contract:

- O. **Food, Drink, Merchandise** - RENTER may not provide or sell their own food and/or beverages at any point of time to attendees. They may, however, provide and sell their own merchandise if they so choose. Merchandise sales are not included in the cost of final split. Should RENTER decide to sell merchandise, RENTER is responsible for providing their own staff members or volunteers to sell merchandise.
- P. **Complimentary Tickets** - RENTERS are entitled to FOUR complimentary tickets per showtime/event time. They do not 'roll-over' into another date or showtime. For example, if only two tickets are used at a matinee performance, the RENTER will not get six tickets at the evening showtime.
- Q. **Ticket prices** - Ticket cost is fixed at the prices determined by the RENTER and determined at the time of the rental. Discounted advance tickets, student and senior tickets can be made available. Members of the press may receive free entry, however, will be required to contact the Artists' Exchange Operational Manager to reserve a ticket, otherwise they may not be guaranteed entry on the date and time desired.
- R. **Copyrights** - Copyright privileges are the responsibility of the RENTER. The RENTER assumes all costs associated with the use of patented, trademarked, franchised, or copywriting materials, music, devices, processes, or dramatic rights or intellectual property used on or incorporated into their event. RENTER agrees to indemnify, defend, and hold harmless the OWNER from any and all claims and costs, including attorney and legal fees, which may arise out of question or use of any such material described herein.

Section III - Payment to OWNER

- S. **Flat Fee Option** - RENTER has the option to pay outright the fees associated with the needs of their rental. Collection of these fees will occur prior to the start of the first rehearsal. This will include: Facility Rental Fee (Section I); Security Deposit of \$150.00; as well as any technical, prop, or costume rental fees.
- T. **Payment Plan Option** - RENTER has the option to split the total cost of the above listed fees into an agreed upon payment plan, where the security deposit is paid prior to the start of rehearsals and the remainder of the payment is paid after the conclusion of the event.

- U. Profit Sharing - Profit sharing provides the RENTER the opportunity to opt out of all fees, and instead agrees to a 50%/50% split of ticket sales for all performances. Final split must at least cover the cost of the flat facilities rental fee for the hours used, or the RENTER will be responsible for the difference. Any damages that occur under these conditions will be deducted from the RENTER's portion of the split in lieu of security deposit.

Section IV - Payment to RENTER

- V. Payment to RENTER - All ticket sales will be processed by Artists' Exchange's Operations Manager during the week following the final performance. All monies will be submitted to the Artists' Exchange bookkeeper and an invoice will be created in the appropriate split amount. The check will be mailed to the RENTER or may be picked up at the Artists' Exchange front desk one week following the final performance, provided all rental requirements have been met and policies followed.
- W. Communication of Discrepancies - Should any amount be owed to Artists' Exchange as a result of damage, loss, theft, or violation of this agreement, added show requirements, etc., this shall be communicated to RENTER and agreed upon prior to being withdrawn from final profit.

Section V - Promotion and Marketing Agreements

- X. OWNER Promotion - Artists' Exchange may promote the events of rental parties through listings on their website, email blasts, social media, and in promotional materials. RENTER agrees to allow OWNER to take pictures and/or videos (within copyright compliance) to use in future promotional materials. Artists' Exchange reserves the right to distribute promotional materials at the RENTER's event and make announcements regarding upcoming events and shows prior to the start of the RENTER's event.
- Y. RENTER Promotion - Any promotional marketing materials by the RENTER must include Artists' Exchange in mention or logo. Mention of Artists' Exchange or Theatre 82 must be presented accurately and will be given use of the appropriate logo by the marketing staff. The RENTER agrees to promote the Artists' Exchange in all press releases, social media postings, posters, newsletters, websites, brochures, films, electronic transmissions, and all other methods of promotion.
- Z. Playbill - The playbill will be created by the Artists' Exchange marketing department. RENTER is provided four pages in total (typically: cover design, director's note, cast list, and act/scene sequence. Additional pages will receive a cost of \$20.00 per page (thank yous, actor bios, etc). All playbill content must be submitted no later than two weeks prior to the first performance. Artists' Exchange reserves the right to create content of their choosing if RENTER does not submit content prior to the due date.

Section VI - Agreement

If either party is prevented from fulfilling the obligations set for in this contract, due to acts of nature (including, but not limited to: storms, fires, explosions, floods, blizzards, pandemic

restrictions) or acts of threats of violence or terrorism, or an issued State of Emergency, neither party shall be liable to fulfill the remainder of this contract, nor perform or present any make-up date unless expressly agreed to by both parties. Events of Force Majeure means any event beyond the control of both parties which prevents either party from complying with any of its obligations under this contract. RENTER is obligated to pay the rental fee in full if cancellation occurs within three weeks of the scheduled event, unless in the case of force majeure.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Artists' Exchange, Theatre 82, and Gateways to Change, Inc., and sign it of my own free will.

RENTER signature

Date

RENTER Printed Name