



The Williamsburg Players

Theatre Rental Agreement

This agreement, entered into between THE WILLIAMSBURG PLAYERS, INC., a not for profit corporation, and _____ (hereinafter called "LESSEE"), shall constitute a Rental Agreement for the express purpose of renting property belonging to THE WILLIAMSBURG PLAYERS, INC. located at 200 Hubbard Lane, Williamsburg, VA (hereinafter "the Rental Property"), and is based on the following considerations:

GENERAL GUIDELINES FOR USE OF THE THEATRE:

1. The use of THE JAMES/YORK PLAYHOUSE shall be in keeping with the general and dignified character of the facility.
2. Except as provided herein, THE WILLIAMSBURG PLAYERS, INC.'s Board of Directors serves as the sole and final determinant as to policy interpretation and facility usage. The Board of Directors of THE WILLIAMSBURG PLAYERS, INC. reserves the right to review this contract and in its sole discretion to approve, or disapprove any production proposed for exhibition at THE JAMES/YORK PLAYHOUSE.
3. All exhibits, events or artistic performances in THE JAMES/YORK PLAYHOUSE are always subject to approval by an authorized representative of THE WILLIAMSBURG PLAYERS, INC.
4. THE JAMES/YORK PLAYHOUSE is a non-smoking facility. Smoking is not permitted anywhere inside the facility.
5. No weapons of any kind are allowed on property. Stage weaponry must be approved by an authorized representative of THE WILLIAMSBURG PLAYERS, INC.
6. No material, substance, equipment or object which is likely to endanger the life or cause bodily injury to any persons on the premises or which is likely to constitute a hazard to property shall be permitted on the premises without prior approval of an authorized representative of THE WILLIAMSBURG PLAYERS, INC.
7. No activities in violation of federal, state or local laws, ordinances, rules, regulations or the opinion of the Board of Directors of THE WILLIAMSBURG PLAYERS, INC. shall be permitted on the premises.
8. No part of THE JAMES/YORK PLAYHOUSE may be sublet, nor can the LESSEE assign this rental agreement or rental space to a third party.
9. Box Office, Administrative and Office Spaces are for the sole use of THE WILLIAMSBURG PLAYERS, INC. No items or personnel of the LESSEE may be housed, stored, or placed in any of these spaces, unless approved in advance by an authorized representative of the theatre.
10. No items may be delivered or dropped off at the theatre for storage prior to LESSEE'S event load-in date and time. THE WILLIAMSBURG PLAYERS, INC. accepts no responsibility or liability for any items left unattended in the Lobby, or elsewhere in the theatre or on its grounds.
11. THE WILLIAMSBURG PLAYERS, INC. shall make sole determination on the temperature setting and all HVAC settings for the duration of the occupancy of the LESSEE in order to minimize costs.
12. The LESSEE must obtain Liability Insurance prior to occupancy of the facility. (See Insurance Requirements)

INSURANCE REQUIREMENTS:

1. LESSEE is required to fully insure itself, its officers, directors, employees, agents and presentations, at its own expense, Comprehensive General Liability (personal injury, including bodily injury,

\$1,000,000.00 per occurrence; and property damage, \$1,000,000.00 per occurrence), Theft and Fire insurance for all properties brought into THE JAMES/YORK PLAYHOUSE, including without implied limitation the property of third persons under the control of THE WILLIAMSBURG PLAYERS, INC. or LESSEE.

2. LESSEE shall provide, at its sole expense, a certificate of liability insurance coverage naming THE WILLIAMSBURG PLAYERS, INC. as additional insured upon signing the contract and in accordance with the following:
 - a. Public Liability Insurance covering LESSEE'S liability for all operations performed by LESSEE or any subcontractors in the amount of:
 - i. Bodily Injury - \$100,000 per person, subject to \$300,000.00 aggregate for anyone accident involving more than one person.
 - ii. Property Damage Liability - \$50,000.00 per accident.
 - b. Contractual Liability
 - i. Bodily Injury - \$100,000.00 per person, \$300,000 per accident.
3. THE WILLIAMSBURG PLAYERS, INC. shall not be liable to LESSEE for any kind or nature of damages whatsoever which LESSEE may incur as a result of vandalism or malicious mischief.
4. LESSEE assumes the risk of all damage, loss, cost and expense, and agrees to indemnify and hold harmless THE WILLIAMSBURG PLAYERS, INC., its officers, agents and employees from and against any and all liability, damage, loss, cost and or expense which may accrue to or be sustained by LESSEE'S ticket purchasers, LESSEE, its officers, agents or employees or for any claim, suit or action made or brought against the LESSEE, its agents or employees, in connection with the activities provided by this Agreement.

EMERGENCY PROCEDURES:

1. In the event of an emergency, the House Manager and all other LESSEE staff will follow the prepared emergency evacuation procedures to safely assist patrons and performers in leaving the facility.
2. No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever.
3. No exit door or exit way shall be blocked, locked or bolted when the facility is in use.
4. The LESSEE is responsible for any and all temporary cables and wiring being run for the event. These items must be enclosed in appropriate cable covers or otherwise secured in all pedestrian traffic areas both backstage and in the auditorium/lobby.

FURNITURE, SIGNAGE, DECORATIONS AND INSTALLATIONS:

1. No furniture, pictures or other furnishings may be removed, relocated or added without permission of an authorized representative of THE WILLIAMSBURG PLAYERS, INC.
2. The LESSEE shall have access to the assorted tables and chairs and. Any additional items may be requested by the LESSEE at an additional rate.
3. The LESSEE is not entitled to display items in the interior of THE JAMES/YORK PLAYHOUSE or place any items, brochures and pamphlets in any display fixture with the approval of an authorized representative of THE WILLIAMSBURG PLAYERS, INC.
4. No decoration, signs, banners, or other items may be attached to any structure or surface in THE JAMES/YORK PLAYHOUSE by nailing, pinning, or gluing of any kind. A fine of \$50.00 will be billed to the LESSEE for each violation of this item.

HOUSEKEEPING & STRIKE:

1. LESSEE must be responsible for returning the theater to the state in which it was found. Theater shall be returned to such condition before LESSEE vacates the building on the final date of rental.
2. All trash cans must be emptied and taken to the dumpster.
3. Any spills must be wiped up immediately.

4. All tables and chairs must be properly returned to storage location.
5. Any damage must be reported to THE WILLIAMSBURG PLAYERS, INC. staff.
6. If cleaning services above and beyond normal wear and tear, as determined by the Board of Directors of THE WILLIAMSBURG PLAYERS, INC. are needed, the LESSEE shall pay an additional \$100.00 cleaning fee.
7. Strike shall include sweeping the floor in the theater, lobby, backstage and green room and cleaning, etc. audience and common areas.

CANCELLATIONS / BREACH OF AGREEMENT:

THE WILLIAMSBURG PLAYERS, INC. Initiated Cancellations

1. Cancellation of an event may occur if the LESSEE fails to adhere to any terms or conditions of this agreement. THE WILLIAMSBURG PLAYERS, INC. reserves the right to execute cancellation of an event prior to or during said event if all conditions are not met.
2. Cancellation includes complete forfeiture of all deposits and rent monies paid and the LESSEE will have no claim against THE WILLIAMSBURG PLAYERS, INC., whether for a refund of deposits and rent monies, lost revenue or sales or otherwise. The LESSEE also agrees to pay all monies due to THE WILLIAMSBURG PLAYERS, INC. for all services rendered up to the point of cancellation.
3. THE WILLIAMSBURG PLAYERS, INC. is not liable for failure of the ability of the LESSEE to present event(s) indicated in this agreement due to acts or regulations of public authorities, labor disputes, strike, acts of terrorism, civil unrest, epidemic, and structural and architectural malfunctions of the facility.

LESSEE Initiated Cancellations

1. The LESSEE may cancel the event(s) listed in this agreement up to forty-five (45) business days prior to the event with no loss of deposit. If cancellation occurs within fifteen (15) business days prior to the event(s) the LESSEE forfeits all deposits made.
2. The LESSEE affirms that THE WILLIAMSBURG PLAYERS, INC. is not liable for any monies owed to patrons who purchased tickets for the event(s).

RATES & FEES:

| ITEM | QTY | | FEE | TOTAL AMOUNT | DESCRIPTION |
|--|-----|---|-----------|--------------|---|
| Full Theatre Rental | | x | \$ 300.00 | | Includes up to 5 hours per day for use of Stage, House, Lobby, Dressing Rooms, and Green Room. Also includes use of floor mikes, house lights, and a general wash of theatrical lights on the stage, with no changes during the event. Additional lighting or sound needs require supplementary fees. A theater representative is provided to open the doors, turn on the lights, and answer basic questions. |
| Full Theatre Rental - Additional Hours | | x | \$ 50.00 | | |
| Lobby Only Rental | | x | \$ 150.00 | | Includes up to 5 hours per day for use of the Lobby only |

| ITEM | QTY | FEE | TOTAL AMOUNT | DESCRIPTION |
|--|-----|-----------|--------------|--|
| Lobby Only Rental - Additional Hours | x | \$ 20.00 | | |
| Displacement Fee | x | \$ 50.00 | | For rentals where a Williamsburg Players rehearsal or event needs to be relocated to another venue. |
| Lighting Operator | x | \$ 75.00 | | Standard rate of \$75.00 per performance or rehearsal. |
| Light Refocusing | x | \$ 200.00 | | Also requires a Lighting Operator fee as stated above. |
| Sound Operator | x | \$ 75.00 | | Standard rate of \$75.00 per performance or rehearsal. |
| Wireless Headset Microphone Usage | x | \$ 200.00 | | Fee charged per day for use of up to 4 wireless headset microphones. |
| Board Member On Duty | x | \$ 50.00 | | REQUIRED for all performances. A member of the Board of Directors must be present for all performances. |
| Box Office & Concessions Operators | x | \$ 25.00 | | Concessions proceeds benefit THE WILLIAMSBURG PLAYERS, INC. |
| Ticketing Services Set Up Fee | x | \$ 25.00 | | Additional service fee of \$2.00 per ticket sold applies. |
| Clavinova Rental | x | \$ 50.00 | | Daily fee. No movement of instrument after initial placement. |
| Baby Grand Piano Rental | x | \$ 100.00 | | Daily fee. No movement of instrument after initial placement. |
| Hand Tool Usage | x | \$ 75.00 | | Daily fee. Does not include power tools, which can only be used by THE WILLIAMSBURG PLAYERS, INC. personnel at an additional charge. |
| Sound Certification | x | \$ 150.00 | | Fee charged per person certified. Certification will include basic training and the presence of a supervising operator for up to five hours. After certification, the operator will be allowed to run light or sound on future occasions without charge. This does not include use of headset mikes, refocusing of lights, or other items that require WILLIAMSBURG PLAYERS, INC. personnel. |

| ITEM | QTY | | FEE | TOTAL AMOUNT | DESCRIPTION |
|-------------------------|-----|---|-------------|--------------|--|
| Lighting Certification | | x | \$ 150.00 | | Fee charged per person certified. Certification will include basic training and the presence of a supervising operator for up to five hours. After certification, the operator will be allowed to run light or sound on future occasions without charge. This does not include use of headset mikes, refocusing of lights, or other items that require WILLIAMSBURG PLAYERS, INC. personnel. |
| Three Day Package | | x | \$ 2,500.00 | | Includes full theatre rental for up to 24 hours. Includes all rental fees, lighting and sound operators for up to 9 hours of technical rehearsal and two performances, a two-person box office/ concessions team for two performances, and use of clavino or piano. Additional fees apply for ticketing, light refocusing, and wireless headset microphone rental. |
| Seven Day Package | | x | \$ 4,000.00 | | Includes full theatre rental for up to 44 hours. Includes all rental fees, lighting and sound operators for up to 15 hours of technical rehearsal and two performances, a two-person box office/ concessions team for two performances, and use of clavino or piano. Additional fees apply for ticketing, light refocusing, and wireless headset microphone rental. |
| Other Fees | | x | | | |
| Discount | | x | xx% | | |
| TOTAL RENTAL FEE | | | | \$ 0.00 | |
| DEPOSIT | | | | \$ 0.00 | 50% deposit required within seven days of approved agreement. |

Deposit must be received within seven days of approval of Rental Agreement. Remaining balance is due seven days prior to the rental start date. Please make checks payable to:

THE WILLIAMSBURG PLAYERS, INC.

P.O. BOX 91

WILLIAMSBURG, VA 23187

RENTAL DATES & TIMES:

| DATE: | START TIME: | END TIME: |
|--------------|--------------------|------------------|
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SIGNATURES:

1. The LESSEE agrees to abide by all rules, regulations and policies of THE WILLIAMSBURG PLAYERS, INC. as set forth in this agreement. The LESSEE states that he/she has read all usage guidelines, understands them, and agrees to abide by them.
2. The LESSEE agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and LESSEE agrees to pay to THE WILLIAMSBURG PLAYERS, INC. upon demand, such sums as shall be necessary to restore said premises to their present condition with the exception of ordinary use or wear.
3. Should the LESSEE present or allow the presentation of any composition, work, or material covered by copyright, the LESSEE will furnish to THE WILLIAMSBURG PLAYERS, INC., prior to the performance, evidence that is satisfactory that any royalty or other charge or permission has been paid or obtained. LESSEE agrees to indemnify and hold harmless THE WILLIAMSBURG PLAYERS, INC. for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
4. This Agreement and the attached Rental Application are the entire agreement of the parties regarding the items herein, and replaces, when signed by both parties, any prior agreements, whether oral or in writing, between them. Any amendment or rider to this Agreement must be in writing and signed by both THE WILLIAMSBURG PLAYERS, INC. and the LESSEE and attached. This written Agreement supersedes any and all inferred oral contracts and obligations between THE WILLIAMSBURG PLAYERS, INC. and the LESSEE.
5. This Agreement will be reviewed and interpreted under the laws of the Commonwealth of Virginia, and as such, any legal action necessitated by breach or other failure of the Agreement shall occur in the court system of the Commonwealth of Virginia.
6. The LESSEE shall assume full responsibility for the conduct and actions of any Patron, guest, staff member, volunteer, or visitor who attends an event it is sponsoring.

By signing below, both parties acknowledge having read the attached agreement and abide by all the points and stipulations listed therein. Both parties also acknowledge that they have the authority to enter into this agreement for themselves and the organization(s) they represent.

| LESSEE AUTHORIZED REPRESENTATIVE | |
|----------------------------------|--|
| Signature: | |
| Date: | |
| Printed Name: | |
| Title: | |

| THE WILLIAMSBURG PLAYERS, INC. AUTHORIZED REPRESENTATIVE | |
|--|--|
| Signature: | |
| Date: | |
| Printed Name: | |
| Title: | |

Patron Issues Contact (This is the person to whom we will refer patrons if issues or questions arise about the event that we are unable to answer. There MUST be a Patron Issues Contact supplied)

Name: _____ Phone: _____
Email: _____

Please list below all individuals who will be authorized by the LESSEE to act on behalf of the LESSEE as an official representative during the term of the rental. Either the LESSEE or one of these representatives must be present at the facility any time any of the LESSEE'S staff, volunteers, patrons are in the facility or on and about the premises.

Name: _____ Phone: _____
Email: _____

Name: _____ Phone: _____
Email: _____

Name: _____ Phone: _____
Email: _____