

PERFORMANCE An event that is open to the public. Admission may or may not be charged. Use of and access to all technical support, systems and equipment.	1-3 performances	\$175/perf.
	4+ performances	\$160/perf.
	8+ performances	\$145/perf.

REHEARSAL (NON-TECHNICAL) No tech support, no access to light/sound equipment	\$10/hour	TECHNICAL REHEARSAL Use of and access to all technical systems and equipment.	\$15/hour
STAGED READING/ EVENT WITH INVITED GUESTS No charged admission. Access to work lights only.	\$15/hour	PERSONNEL: TPS STAFF TECHNICAL DIRECTOR Each rental will be charged in advance 15 hours of tech support; unused hours refundable at completion of rental.	\$25/hour

RENTAL CONTRACT FOR: Theatre Name

The following terms have been agreed upon between TPS (Theatre Puget Sound) and Theatre Name.

Name of performance:	Company representative:
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Performance dates:	Load-in date:	Tech dates:

Number of performances		x \$	
Rehearsal hours		x \$10	
Tech rehearsal hours		x \$15	
Total:			
20% Deposit holding deposit:		Due by:	

20% deposit is due 1 month from load-in date

REFUNDABLE FEES	
Performance key set deposit	\$100
Damage deposit	\$100
Pre-paid tech personnel time	\$375
TOTAL INCL FEES, PERFORMANCES, REHEARSAL	
TOTAL DUE AT LOAD-IN (total minus 20% deposit)	

- Cancellations must be received 30 days prior to scheduled load-in are eligible for refund (minus \$50 cancellation fee.)
- Cancellations made after that date are liable for all previously booked facility fees.
- Complete booking total is due on the day of load-in, including performance and deposits.
- **REFUNDABLE DEPOSITS:**
 - A performance set of keys may be issued at **LOAD-IN** and requires a \$100 deposit.
 - A \$100 damage deposit is eligible for full refund. Damage and extra cleaning costs or fines for non-compliance of policies will be deducted from this amount.
 - Unused Tech Personnel Time
- TPS Personnel Time and hourly access adjustments will be assessed and invoiced within 10 days of **STRIKE/LOAD-OUT**. **TPS DOES NOT CHARGE A FACILITY FEE FOR STRIKE/LOAD-OUT TIME**. Personnel time does accrue.

PAYMENT: Payments are accepted in the form of check, cash, or money order. We will accept VISA/MASTERCARD in the TPS Office or PAYPAL on-line with payment sent to tps@tpsonline.org. **HANDLING FEES** do apply to credit card payments. NSF/INF returned checks will be assessed a \$25 fee and may also be subject to a late payment fee of \$100 if a deadline has been missed.

1. **DEFINITIONS** This performance Agreement covers the space known as THEATRE4 or STUDIO H managed by Theatre Puget Sound at the Seattle Center House located at 305 Harrison Street, Seattle Washington 98109. Hereafter, the two parties in this agreement shall be referred to as “TPS” (Theatre Puget Sound) and “RENTER” (any group or individual renting space from TPS).

2. **RESPONSIBILITIES** RENTER agrees to the following list of responsibilities. Failure to perform any of the actions listed will result in (a) additional fees assessed as outlined in the TPS rental rate sheet, (b) the release of any booked rental space, and (c) the loss of future rental privileges.

At the end of each individual rental date RENTER agrees to the following:

- Disconnect railings and collapse seating risers to their stored position.
- Fold all chairs and place on storage carts.
- Remove all props, set pieces, and other outside equipment (unless previous arrangements have been made with TPS staff.)
- Remove all trash. Sweep/mop floors and perform any other cleaning necessary to return the theatre space and lobby areas to the state in which they should have been found.
- Close all windows and turn off any lights.
- Close door and leave LOCKED unless instructed otherwise by TPS Staff.
- Place all tables, chairs, rehearsal cubes, screens, chalkboards, music stands, or other equipment found in the room against the walls in an orderly fashion.
- Do NOT remove any chairs, tables, or other equipment from the theatre or place any chairs, tables, or other equipment from any other location into the theatre (unless previous arrangements have been made with TPS staff.)
- Remove all signs posted on doors, hallways, or any other areas on the Seattle Center grounds.

3. **MARKING FLOORS** Spike tape may only be placed on the floors with permission from TPS staff. Only spike tape is to be used on the floors. No masking tape or any other type of tape is allowed. Failure to adhere to this rule will result in additional fees. Tape placed on the floors must be removed at strike.

4. **CENTER HOUSE RULES** Groups or individuals renting space from TPS agree to the following list of rules set forth by the Seattle Center for occupants of the Center House. Failure to adhere to any of the policies listed below may result in possible fines or other disciplinary actions as set forth by Seattle Center Security.

- No bicycles are allowed inside. (For your convenience, bicycle racks are located in front of the first floor, north side entrance and at various other locations on the Seattle Center grounds.)
- No animals (with the exception of licensed service animals) are allowed inside.
- No smoking is allowed inside.
- All occupants leaving the Center House after 9:30pm agree to exit the Center House through the first floor, north side exit.

No rehearsals, meetings, auditions, or other group activities are allowed in any spaces outside of the space rented. This includes (but is not limited to) hallways, stairwells, or the food court area.

5. **PERFORMANCE PERIODS** Performance rental rates include four hours of occupancy. Additional time will be billed at current hourly rates for the type of use.

6. **TECHNICAL EQUIPMENT** Access to the technical equipment in Theatre4 will require an initial meeting between any technical staff employed by RENTER and the TPS Technical Director. The TPS Technical Director, in consultation with the Executive Director, reserves the right to require supervision at an additional cost to the RENTER.

7. **ACCESS TO THEATRE SPACE** Access to Theatre4 will be available to RENTER at the start time printed on the rental invoice. TPS does not allow access to the rental space at any time before the start time booked by RENTER. RENTER is required to perform all the duties listed in Section 2 (RESPONSIBILITIES) of this agreement and completely vacate the rental space by the end time stated on the rental invoice. You must book any needed set-up and tear down/clean-up time. RENTER shall not be entitled to use of the Premises at any time if payment required under this agreement is due and outstanding, and TPS may, without notice to RENTER or to any person, refuse to open the doors of the Premises until all such outstanding amounts have been paid. On any default in payment by RENTER, TPS shall retain all monies paid and RENTER shall remain liable for the balance.

8. **CANCELLATION POLICY** Cancellation for performances in Theatre4 requires notice of at least 30 days prior to scheduled load-in.

9. **NO SHOW AND UNUSED SPACE POLICY** RENTER is financially responsible for all rental fees regardless of whether or not RENTER made use of booked rental space/time.

10. **LIABILITY INSURANCE** RENTER Commercial General Liability insurance is included through a policy held by Theatre Puget Sound.

11. **ADMISSIONS TAX** RENTER is responsible for appropriately filing for an exemption OR paying this tax.

12. **CONCESSIONS** During performances in Theatre4, RENTER may sell concession items in the lobby area. It is recommended that these items be individually wrapped non-perishable items as Theatre4 does not have refrigerated storage areas. Service of alcoholic beverages is allowed only with prior permission of TPS Staff in which RENTER agrees to the following:

- RENTER will abide by all laws, by-laws, regulations, and stipulations of Washington State Law in regards to serving alcoholic beverages.
- RENTER will obtain all necessary permits and licenses as required by Washington State Law and have them on display during occupancy in Theatre4.
- RENTER may only give alcoholic beverages away free of charge and will not require payment of any kind whatsoever in exchange for said beverages.

Unless prior permission has been granted by TPS, RENTER must remove all items related to the sale of concessions from Theatre4 after each performance. If any items are left by RENTER after a performance, TPS will dispose of said items and charge to RENTER a cleaning fee.



RENTAL CONTRACT

13. **TRASH DISPOSAL** All trash items must be removed from Theatre4 by RENTER and placed in the appropriate Seattle

Theatre4 waste receptacles provided in the 4th floor hallways. RENTER may move a trash receptacle into the lobby area of Theatre4 during performances but must return said receptacle to the area on 4th floor hallway in which it was found. No trash whatsoever is to be left in theatre, technical booth, or lobby areas of Theatre4. Failure to adhere to this requirement will result in cleaning fees charged and the loss of rental privileges as well as the damage deposit.

14. **REFUSAL OF SERVICE** TPS reserves the right to cancel any reservation and refuse admittance to any individual or organization for non-compliance with any of the policies or financial terms in this rental agreement.

15. **FIRE SAFETY** RENTER shall ensure all pertinent fire regulations are followed and shall keep all fire exits accessible at all times. RENTER shall not, nor permit others to, bring to or keep in the premises of the Seattle Center anything therein which will in any way increase the rate of fire hazard. RENTER shall not act in any manner which conflicts with ordinances, orders, requirements, rules, or regulations of the Fire Department or Board of Health or any other governmental department, commission, board, officer, or agency having jurisdiction. All equipment, props, scenery, or any other items brought onto the Seattle Center grounds must be fireproofed according to fire safety regulations.

16. **INDEMNITY AGREEMENT** In consideration of TPS and SEATTLE CENTER, a department of the City of Seattle permitting the undersigned and their members, employees, performers or agents to use the first or fourth floor space of the Theatre4 House located at 305 Harrison Street and further identified as Studio4, Theatre4, Black Box, Conference Room, or the Center House Theatre. The undersigned, for its successor and assigns, or for itself and its partners or members, hereby agree to indemnify and save, protect and keep harmless, TPS and the SEATTLE CENTER, a department of the City of Seattle and said premises from any and all costs, loss, damage, liability, expenses, attorneys' fees, penalties and fines whatsoever which may be claimed against TPS and SEATTLE CENTER by any person or persons for any injury to person or property or damage of whatever kind of character suffered or sustained on said premises and consequent upon or arising from the use of said Studio4, Theatre4, Black Box, Conference Room, or the Center House Theatre by the undersigned and its members, employees or agents or consequent upon or arising from any failure of the undersigned and his/her employees or agents or consequent upon or arising from any failure of the undersigned and the undersigned's employees or agents to conform with all laws, statutes, ordinances and governmental regulations now or hereafter in force; and if any suits or proceeding should be brought against TPS and/or SEATTLE CENTER on account of any alleged violation thereof or failure to comply and conform therewith, or on account of any damage, omission or neglect in connection with the use of said Studio4, Theatre4, Black Box, Conference Room, or the Center House Theatre by the undersigned and its members, employees, performers, or agents, the undersigned will defend the same and will pay whatever judgment or judgments which may be recovered against TPS and SEATTLE CENTER on account thereof.

17. **USE** RENTER shall not use the Theatre4Theatre4 for any purpose that violates any copyright or infringes upon the literary or any rights whatsoever of any person, firm, or corporation. RENTER represents and warrants that it has obtained all necessary licenses, permission, consents, and clearances and has paid all necessary royalties in connection with its use in Theatre4. All work upon the stage in connection with an engagement shall be done under the supervision of and subject to the prior approval of TPS. Any additional personnel hired by the RENTER will be subject to all the policies and procedures of TPS and expense for any such employees shall be borne exclusively by the RENTER. Any and all personnel associated with or in the employ of the RENTER shall be subject to the supervision of TPS.

18. **EQUIPMENT.** RENTER shall be allowed to utilize TPS inventory of equipment and materials for the presentation of the event. Only TPS designated staff may operate such equipment, unless prior arrangement is made by RENTER. TPS shall reserve the full right to determine conditions and rules for use of Equipment, and RENTER will guarantee to TPS all additional costs involved in the use of any equipment, whether in TPS inventory or rented for use, such costs including but not limited to additional staff time, consumption of expendable materials (e.g., bulbs, tape, and the like), rental fees, deposits, and other use fees. RENTER shall be fully responsible to TPS for any and all repairs and replacement of the Equipment required as a result of RENTER's use thereof.

19. **GRIEVANCE POLICY** All invoices must be paid by the due date specified. If there is a portion of the invoice which a renter is disputing, they must: pay the portion of the invoice not in dispute by the due date specified; include with payment a narrative explanation of the portion they dispute and why; and agree to an in-person meeting with TPS staff within two weeks of written notification of disputed portion and suggest possible meeting times. The renter will be notified by the TPS Office of a meeting time to discuss the dispute. If a resolution with TPS staff cannot be reached, the renter will agree to mediation with the TPS Board of Directors Executive Committee. If the renter does not agree to a resolution with the TPS Board of Directors Executive Committee, TPS will send the disputed amount plus any applicable fees to collections.

20. LABOR CLAUSES.

a. TPS shall at its sole discretion employ all personnel it deems necessary for the safe and professional operation of the event, such personnel including but not limited to stage and technical crew, and other personnel. All labor costs involved in the use of THEATRE4 pertaining to the event described herein shall be guaranteed to TPS by the RENTER without exception.

b. RENTER shall be responsible for RENTER's own employees and all of the performers and shall discharge or cause to be discharged all of RENTER's obligation with respect to such persons under all applicable Federal, State and local

laws and all applicable ordinances relating to taxes, tax withholding, unemployment compensation or insurance, social security, workmen's compensation, disability benefits, employment of minors, and required working permits or visas.

c. Every person connected with any performance shall abide by, conform to and comply with all laws, ordinances, requirements, rules, and regulations of all Federal, State and municipal governments and appropriate departments, boards, commissions, officers and agencies thereof applicable to Theatre4 and the engagement and with the rules and regulations of TPS for the management of THEATRE4. RENTER shall not do anything to put TPS in violation of any union Agreement or labor agreement pertaining to any individual or individuals now or hereafter performing labor, work, or services at THEATRE4.

21. **CARE OF THEATRE4 AND PROPERTY.** RENTER shall be subject to THEATRE4 regulations regarding care and cleaning of facilities. If extra cleaning is required, or if damage of any kind is done to Theatre4, RENTER shall pay upon demand for any and all janitorial services, repairs, and refurbishment required as a result of the RENTER's use thereof.

22. **PROTECTION FROM INJURY.** If in TPS's judgment injury to any person in or about said Theatre4 and/or damage to said Theatre4 may arise out of or result from any engagement under this Agreement, then TPS shall have the right in its sole and absolute discretion to take such steps and to perform such acts as it deems necessary or appropriate to protect such persons from injury, and or Theatre4 from damage, including, but not limited to, engaging additional security guards and/or other personnel, and RENTER agrees to pay TPS, upon demand, in addition to any other sums provided in the Agreement, TPS's charges and costs for taking such steps and/or performing such acts.

23. **TPS NOT LIABLE.** TPS shall have no liability to RENTER for any delay or annoyance caused to RENTER arising out of action of any public authority or on account of any strike, lockout, of other labor difficulties, and TPS shall not be responsible or have any liability for loss or damage to the equipment or personal property to any officer, agent, employee, performer or independent contractor of RENTER kept or placed in the premises or used in connection with any engagement to be given under this Agreement of entrusted to any person employed by TPS, whether due to fire, theft or any other cause. TPS shall not be liable in any way because of TPS's inability to provide heating or air-conditioning of the premises.

24. **BILLING.** The RENTER shall acknowledge TPS in any and all billings and advertisements, such acknowledgment to read substantially as follows:

Theatre Puget Sound's THEATRE4

25. **ADVERTISING MATTER.** All printed material, advertising matter, printed programs, posters and pictures to be used prior to or at an engagement shall be the responsibility of RENTER, provided, however that sample copies of all printed materials, printed programs, and advertising materials shall be sent to TPS prior to engagement. TPS at its sole discretion may require RENTER to

eliminate any or all contents of printed materials deemed objectionable by TPS/Seattle Center.

26. **CHOICE OF LAW.** This Agreement shall be governed by, construed with, and enforced in accordance with the laws of the State of Washington applicable to contracts made and to be performed in Washington State.

27. **NON-ASSIGNMENT.** RENTER shall not assign its rights or delegate its duties under this Agreement without the express written consent of TPS.

28. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement (including riders, if attached) of the parties, and may not be amended or terminated (except as expressly provided herein) except in a writing signed by each party.

29. **PARAGRAPH HEADINGS.** The paragraph headings under this Agreement are for convenience purposes only and are not intended in any way to define or limit the meaning of any paragraph in this Agreement.

Theatre Puget Sound
PO Box 19643
Seattle, WA 98109
Tel: 206-770-0370
Fax: 206-441-7383
Email: studio4@tpsonline.org



2010 THEATRE4 PERFORMANCE AGREEMENT

By signing below, I hereby agree to all the terms, conditions, rules and regulations as outlined within this Performance Agreement:

DATE: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____
