

THEATRE 54 PERFORMANCE RENTAL AGREEMENT

1) INTRODUCTION

The Theatre 54 Performance Rental Agreement (“Agreement”) outlines the terms for the exclusive rental of Theatre 54 (“Theatre”) by owner and operator Shetler Studios and Theatre Inc. (“SS&T”) to an outside party (“Producer”) for the purpose of presenting a public theatre performance (“Production”).

The Agreement provides for the full-time use of the Theatre by the Producer within the business hours of SS&T, within a limited time-frame. The Agreement applies to weekly rentals with a 1 week minimum.

This Agreement serves to outline and describe the functioning of the relationship between SS&T and the Producer. With the objective of effective and collaborative communication between both parties, this Agreement will detail the conditions of the rental, alongside the obligations of both parties to one other.

2) PARTIES & CONTACT INFORMATION

SS&T shall be represented by:

Isaac Rathbone,
Theatre Manager; SS&T
244 West 54th Street, 12th floor, suite 1204
New York, NY 10019
212 246-6655 ext. 111
212 295-1513 fax
isaac@shetlerstudios.com
www.shetlerstudios.com

The Producer shall be represented by:

_____	Representative & Title
_____	Name of Production
_____	Dates of Production
_____	Producing Organization
_____	Credit card number and expiration date
_____	Billing address (attached to credit card above)

_____	Telephone (cellular and alternate)
_____	email & website

3) RENTAL OVERVIEW

This Agreement provides for the exclusive use of the Theatre by the Producer during the business hours of SS&T (9am – 11pm), for the purpose of mounting and presenting public performances.

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4) FEES, LIABILITIES & INSURANCE

\$2500.00 Weekly Rental Fee for Commercial Producers

The Theatre weekly rental fee for commercial producers is \$2500.00. A commercial producer, for the purposes of this Agreement, is defined as any individual, company or ad hoc group that does NOT have 501(c)3 not-for-profit status. The Producer may present an unlimited number of performances per week, as per the terms outlined in Section 5 of this Agreement. This fee covers all services, facilities and equipment described in this agreement, with the exception of the items and services detailed in articles a) through f) below.

\$2100.00 Weekly Rental Fee for Not-for-Profit Organizations

The Theatre weekly rental fee for Not-for-Profit Organizations is \$2100.00. A Not-for-Profit Organization, for the purposes of this Agreement, is defined as any organization that has 501 (c) 3 not-for-profit status. Certification from the IRS to this effect must be presented at the signing of this Agreement. The Producer may present an unlimited number of performances per week, as per the terms outlined in Section 5 of this Agreement. This fee covers all services, facilities and equipment described in this agreement, with the exception of the items and services detailed in articles a) through f) below.

Payment Schedule

- 50% of total fee due on day of signing
- 50% of total fee due on first day of rental

SS&T accepts cash, company checks, American Express, Visa and Mastercard.

Cancellation Policy

Above listed payments are considered NON-REFUNDABLE DEPOSITS. Therefore, cancellation penalties are as follows:

- Cancellation between day of signing and first day of rental results in 50% of total fee being forfeited
- Cancellation after first day of rental results in 100% of total fee being forfeited

a) Production Staff Options

SS&T provides technical consultation and other production advice from the day of signing through to the final load-out. However, SS&T does not provide a Technical Director, additional technicians, designers, or other production personnel. No operators are provided. The Producer is required to work in the Theatre unsupervised, and is required to engage a professional crew to execute all production requirements, including load-in, stage management, sound or lights operation, and load-out from SS&T facilities. SS&T does not have any affiliations with IATSE or any other technician's union.

b) Concessions

SS&T will sell non-alcoholic beverages and snack items at the 12th floor reception desk prior to, during, and after performances. This is the exclusive prerogative of SS&T. The Producer may not SELL concessions. Exceptionally, food and beverages may be distributed free of charge, by the Producer, for special events such as Opening Night or other galas. Such exceptions must be approved by SS&T.

c) Damaged, Lost or Stolen Property

Any property of SS&T that is damaged, lost or stolen due to the negligence of the Producer will be replaced and charged to the Producer.

d) Insurance, Unions & Guilds

SS&T general liability insurance covers audience members and participants. Some unions or guilds may require the Producer to provide 'event insurance' for cast or crew members. Negotiation of contracts, terms, dues or premiums with any unions or guilds (AEA, SAG, AFTRA, IATSE, etc.) are the exclusive responsibility and prerogative of the Producer.

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e) "Acts of God" and Building Services

SS&T does not own 244 West 54th Street. Therefore, SS&T is not responsible for massive electrical failure, the failure of building services (such as plumbing and elevator service), water damage, or other unforeseen problems that are considered "acts of God", general utility failures, or situations otherwise beyond SS&T control.

f) Loss of Producer's Property

SS&T is not responsible for the loss, theft or damage of property belonging to the Producer or any of the Production participants.

5) PRODUCTION SCHEDULE

The Theatre shall be available Monday through Sunday, 9am – 11pm. SS&T closes its doors no later than 11pm. All Production activities must be completed no later than 10:30pm, and all Production participants must leave SS&T no later than 11pm. Exceptions to this rule must be prearranged in the Preliminary Production Schedule (see below), at the discretion of SS&T. From the day of signing through the end of the rental period, the Producer may also arrange audition and rehearsal time (certain restrictions apply), and receive a 40% discount on studio rental.

The Producer shall NOT schedule any performances starting later than 3pm on the final Sunday of the rental period. At the time of signing, a Preliminary Production Schedule (performances only) must be attached to this Agreement.

The Producer must schedule a Production Meeting with SS&T no later than 2 weeks prior to the first day of rental. Attendance at this meeting is obligatory for the Producer, the Director, the Stage Manager, the Lighting Designer (or Master Electrician), and the Set Designer (or Head Carpenter). The Final Production Schedule and technical drawings (see Section 9) must be presented at this meeting. All performances, technical work, rehearsals, load-in and load-out must be itemized and listed in the Final Production Schedule.

SS&T reserves the right to show the Theatre and its adjoining facilities to other prospective clients during the Producer's rental period. These visits will be staff supervised, and organized in conjunction with the Final Production Schedule.

6) FRONT-OF-HOUSE & BOX OFFICE

Front of House Facilities

The Producer must use the north entrance / exit as the point of entry for the public. Other entrance / exits are for actors, latecomers, or emergencies only. The small lobby adjoining the north entrance has temporary counters that can be used as ticket, playbill, and concession outlets. This area serves both SS&T theatres, and therefore the Producer's box office requirements need to be negotiated in conjunction with the presentation of the Preliminary and Final Production Schedules (see section 5). The Theatre lobby SHALL NOT BE USED AS COSTUME OR PROPS STORAGE OR AS A CHANGING AREA, NOR WILL ANY STAGE BUSINESS BE CONDUCTED IN THIS AREA.

House Management Staff

The engagement, coordination and supervision of House Management staff is the exclusive responsibility of the Producer. House Management staff is required at each performance, a minimum of 1 hour before curtain. The House Manager should be in communication with the SS&T Manager on site for each performance, and be sure to coordinate the needs of the Production and the public in a sensitive and professional way. In particular, the Theatre lobby area should be used quietly, and patrons should be alerted to other ongoing performances.

Box Office Staff and Sales

The engagement, coordination and supervision of Box Office staff is the exclusive responsibility of the Producer. Box Office management staff is required at each performance (responsibilities can be assumed by House Manager). Ticket sales, reservations, and promotion are the exclusive responsibility of the Producer. The Producer SHALL NOT list the SS&T phone number, fax number, email or web address in any of the Production's promotional materials. SS&T staff will not provide any assistance with ticket sales, either on site, on the phone or online.

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7) PROMOTION & ACCREDITATION

Promotion

A display case is provided adjacent to the 2 main elevators for the display of Production promotional materials. Only the display case to the left is to be used for events at the Theatre. The Producer is also welcome to leave postcards at the front desk or in the hallway display for distribution among SS&T clientele. These privileges apply only within the rental period. The Producer is not permitted to affix promotional materials elsewhere at SS&T. Posters for directions to the Theatre should be typed, and posted only on the bulletin boards provided. Handwritten signs or signs taped to the wall will be removed.

Accreditation

In any Production promotional materials, including posters, flyers, tickets, e-blasts, websites and so on, SS&T should be listed in one of the two following ways:

THEATRE 54

Or

THEATRE 54 @ Shetler Studios

244 West 54th Street,
12th Floor
New York, NY *

* Again, please note that the Producer shall NOT list the SS&T phone number, fax number, email or web address in any of the Production's promotional materials.

8) GENERAL RULES, RESPONSIBILITIES & CONDITIONS

Occupancy Limit

The total lawful occupancy of the Theatre is 75 people. This includes audience, performers and crew. There can be no more than 75 people in the Theatre at the same time. However, it should be noted that 70 - 75 seats occupy nearly 75% of the total area of the Theatre, forcing the Producer to have a very small playing area. It is therefore more practical for the Producer to set the seating limit at 60 seats. SS&T will be happy to illustrate the various seating / staging options to the Producer, either on the ground plan, or in the Theatre.

Fire Safety

The Producer, in conjunction with SS&T, must be aware of the exact location of all fire extinguishers, fire exits, and evacuation procedures in the event of an emergency.

Cleaning

SS&T is responsible for the cleanliness of all rental venues prior to the first day of rental. This includes a clean theatre, dressing room(s), control booth, empty garbage bins, orderly equipment, and tidy front-of-house facilities. During the rental period, the Producer is responsible for the cleanliness and orderliness of the Theatre, the control booth and the dressing room (s). While the Producer is welcome to "feel at home", SS&T reserves the right to demand a higher standard of cleanliness should the rental venues not be maintained in a safe, hygienic and professional manner. The Producer will remove all garbage receptacles (bags, bins, boxes) from the Theatre and dressing room(s) at the end of each working day and place them in the main hallways. Once garbage is in the hallways, SS&T is responsible for the disposal of it, provided it has been approved for disposal on the premises by SS&T (see section 9). ALL FOOD AND DRINK GARBAGE MUST BE REMOVED from the rental venues by the Producer at the end of each day. Failure to do so will result in on-site eating and drinking privileges being revoked.

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Hallways, Backstage & Entrances

Hallways within the SS&T suite are used by many different rental clients and staff throughout the day. The Producer needs to be sensitive to other activities going on during performance times. Likewise, SS&T staff will make every effort to sensitize other clients to the ongoing rehearsals and performances. Due to noise spill both in and out of the Theatre, please be sure to keep entrance doors closed whenever possible. Dressing room doors should be kept closed (and locked when possible) for security reasons. Rehearsing, performing or warming-up is NOT permitted in the hallways, the theatre lobby or any other common areas of the facility (including the restrooms).

It is essential that the Producer not designate ANY of the 3 entrances as PRACTICAL doors. The doors may be used as exits or entrances during a performance, but these doors must be considered 'off-stage'. Slamming of the doors, knocking, speaking, or any kind of performance outside the four walls of the Theatre is NOT permitted.

The Theatre lobby (north entrance / exit area), or any hallway, SHALL NOT BE USED AS A COSTUME OR PROPS STORAGE OR AS A CHANGING AREA.

The Producer is not permitted to occupy other studios or offices unless they are booked and paid for ahead of time.

Eating & Drinking

Eating & drinking ARE permitted in the Theatre and the dressing room(s), at the discretion of the Producer. Eating & drinking is STRICTLY FORBIDDEN IN THE CONTROL BOOTH. It is the prerogative of the Producer to forbid or allow eating and / or drinking by the audience during performances. Refrigerators are for SS&T staff use only, unless otherwise arranged.

SS&T IS A NON-SMOKING FACILITY

9) PRODUCTION RULES & CONDITIONS

Configuration

The Producer has the option of configuring the front-of-house risers and chairs according to the needs of the Production, provided the arrangement meets safety standards. All decisions regarding the basic arrangement of the Theatre must be made in consultation with SS&T, and FINALIZED at the Production Meeting 2 weeks prior to the first day of rental. 'Last-minute' changes to the configuration are not permitted. SS&T will not allow any audience or stage arrangement that is deemed unsafe or otherwise inappropriate for public use.

Dressing Room(s)

This Agreement provides for the Producer's exclusive use of one unisex dressing room that seats approx. 12 people. The dressing room will not be accessed by other clients or staff for the duration of the rental period, and the Producer is welcome to store production materials in this space. However, due to the active nature of the dressing rooms during use by the Production, and the high volume of other clients using the common areas of the facility, it is recommended that all valuables be safeguarded in the control booth or in another supervised area during active periods of the Production. NO valuables should be stored at SS&T during periods when the Producer is not on-site.

SS&T can provide additional studios to be used as dressing rooms, either exclusively or temporarily, for additional rental fees.

Control Booth

This Agreement provides for the Producer's exclusive use of the control booth, and the control equipment it encloses, for the duration of the rental period. The Producer does NOT have access to the shop area or the tools in the rear section of the booth. SS&T staff needs occasional access to the shop area, but will do so only during intervals in the production schedule (see section 5).

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Emergency Exits

The basic arrangement of the Theatre must provide clear and visible access to 2 of the 3 emergency fire exits. The obstruction of safe passage to the exits is illegal and will be strictly enforced. Emergency exit signs may NOT be turned off or otherwise covered or tampered with.

Technical Drawings

SS&T requires that technical drawings for the Production set design and lighting design be submitted at the Production Meeting a minimum of 2 weeks before the first day of rental. Models and elevations are welcome and helpful, but the minimum requirements are a scale groundplan and a lighting plot. This paperwork will enable SS&T to determine the safety and suitability of the design vis-à-vis the production limitations of SS&T, load-in / load-out realities, and the production schedule.

Elevators, Parking & Transportation

SS&T has limited access to a freight elevator which is large enough to accommodate multiple set pieces and other production materials. However, access to the freight elevator dictates that set pieces must fit through a STANDARD DOORWAY (7'0" X 3'0"). Furthermore, access to the freight elevator is limited to Monday – Friday, 9am – 12pm / 1pm – 5pm. Access will also be denied on bank holidays. Load-ins and load-outs requiring the use of the freight elevator must therefore be organized in consequence of these limitations.

The freight elevator entrance is located at street level at the west end of the building. Use of the freight elevator must be prearranged with SS&T. SS&T does NOT have any parking privileges on West 54th Street. The parking of production vehicles is the exclusive responsibility of the Producer. SS&T recommends that the Producer only park for the short period of time required to unload production vehicles. SS&T is not liable for any parking violations resulting from this activity.

Alternately, 1 other standard-size elevator exists for the transportation of production materials. The Producer must use the elevator assigned to the auxiliary address, 250 West 54th Street, during building hours (9am – 11pm). Deliveries of any kind are not permitted between 12 and 1pm. Conveniently, this elevator is located near the Theatre entrance. All garbage must also be transported with this elevator.

Also during building hours (9am – 11pm), the 2 elevators at 244 West 54th Street are at the disposal of the Producer for the movement of all personnel, small items and the public. Please note that in some instances, building security will oblige participants and audience members to sign in at the main entrances on the building.

Construction & Painting

No major construction or painting of any set pieces may be done at SS&T. Assembly, alterations and touch-ups are permitted, within reason. No set elements are to be attached to the walls. Set elements may be attached to the floor or the grid with the permission of SS&T (it is possible to screw into the masonite floor or to suspend from the grid). The floor and walls may be painted with water-based paint with the permission of SS&T. Materials or techniques used to texture Theatre surfaces are strictly prohibited. Also, any oil-base paint, solvent, aerosol or other volatile toxic materials are strictly prohibited.

Any surfaces painted by the Producer must be restored to the original black (flat for walls, semi-gloss for floor and risers) immediately after the final performance. The Producer MUST use paint provided by SS&T for this purpose, which will be charged to the Producer at cost. Painting labor, and supplies such as rollers, brushes and trays are not provided by SS&T.

Lighting Design

The Theatre is equipped with a lighting grid, control booth, 24 dimmers, ETC Express lighting console, and a comprehensive range of lighting fixtures. The inventory and specifications are documented in the Technical Rider. 24 circuits are distributed throughout the grid, and must not be displaced or removed. After the final performance, the Producer must ensure that all instruments and extra cables are taken down from the grid and safely stored in an orderly fashion. Hanging lighting instruments on sprinkler pipes is not permitted. Lighting positions must be chosen in consideration of audience safety.

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Operation

It is permitted to remove the lighting, sound or projection controls from the enclosed control booth for installation at an operation station elsewhere in the Theatre. Windows to the control booth unlock and open for sound design purposes and technical communication. Due to 'white-noise' generated by dimmers and amplifiers inside the booth, it is recommended that the windows be closed for performances.

Smoking, Fire & Special Effects

No smoking, flammable special effects, candles, incense or any other kind of open flame are permitted anywhere at SS&T, including the Theatre. The use of smoke machines, hazers, dry ice and other atmospheric effects are permitted with strict limitations and are subject to the DAILY approval of SS&T.

Strike & Load-Out

The disassembly of all production materials (the "strike") must take place immediately after the final performance, and if a load-out is not immediately possible due to elevator access, the Producer will prearrange to efficiently store the materials at SS&T until the earliest possible load-out opportunity. The load-out schedule will be determined at the time of signing and included in the Preliminary Production Schedule (see section 5). Pursuant to this load-out, NO production materials may be stored or disposed of at SS&T. It is important to remember that production staff and vehicles will be required for the removal of ALL production materials from the property. NO PRODUCTION MATERIALS SHALL BE LEFT FOR DISPOSAL ANYWHERE AT THE 244 WEST 54TH STREET LOCATION. THIS INCLUDES THE FREIGHT AREA, THE BUILDING DUMPSTERS, AND THE SIDEWALK. Failure to comply with this obligation may result in financial penalties.

At the closure of the rental period, the Producer will ensure that all SS&T facilities implicated by the rental and load-out process are returned to their original clean and well-ordered condition.

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10) CONCLUSION

The undersigned have read and understood this Agreement and agree to abide by all the conditions, stipulations and restrictions herein. The Producer recognizes that the failure to comply with any part of this Agreement will entitle SS&T to enforce penalties, including the cancellation of this Agreement, forfeiture of payments, immediate eviction from the premises, or further appropriate legal action. The Producer agrees that SS&T will not held liable for any injury to participants, property damage or any other claims arising from use of SS&T facilities during the rental period set out in this Agreement.

_____	Representative & Title
_____	Name of Production
_____	Dates of Production
_____	Producing Organization
_____	Signature
_____	Date

Isaac Rathbone, Theatre Manager; SS&T

_____	Signature
_____	Date

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THEATRE 54 TECHNICAL RIDER

DIMENSIONS, BASIC LAYOUT & INFRASTRUCTURE

- theatre measures 22'0" wide x 36'0" long
- sprung masonite floor
- 3 entrance / exits in opposite corners of theatre
- 1 permanent column on one side of theatre
- permanent lighting grid squared at approx. 4'0" intervals
- grid height is 8'11"
- distribution of 24 circuits across grid as per rep plot
- ceiling height is APPROX. 11'0" (several beams and pipes intersect between grid and ceiling)
- 12 Steeldeck risers, 6'0" x 3'6" (height variable), available for audience or stage
- 75 black, padded, armless, stackable chairs (excess chairs can be stored elsewhere)
- all walls painted FLAT black, floor & risers painted SEMI-GLOSS black
- isolated, independent air-conditioning system
- Edison electrical outlets throughout theatre
- fluorescent overhead worklights

BACKSTAGE FACILITIES

- 1 unisex dressing room for approx. 12 performers, with vanity lighting, mirrors, tables, chairs and costume rack
- additional dressing rooms available at extra charge
- performers & crew must use public washrooms (same floor near theatre)
- there are NO showers or laundry facilities
- access to all 3 entrance / exits
- Enclosed control booth for approx. 3 crew

LIGHTING SYSTEM

- ETC Sensor dimmer pack w/ 24 dimmers
- ETC Express 24/48 programmable console w/ monitor

LIGHTING INVENTORY

- 6 36° ETC Source Four Jr. (HPL 575w)
- 8 50° ETC Source Four Jr. (HPL 575w)
- 14 Altman 65Q 6" Fresnels (BTL 500w)
- 10 PAR 64 MFL (1000w)
- 10 PAR 38 FLOOD (90w)
- Sundry cables, 2fers, adaptors

- *Each unit comes with gel frame, C-clamp, safety cable*
- *ETC pattern holder Size M available for Source Four Jr.*
- *Color / diffusion / pattern media NOT provided*

SOUND SYSTEM

- 4 Electro Voice EVID-4.2 speakers permanently mounted in 4 top corners of theatre (2-Way 200-Watt passive installation speaker with dual 4" woofers and 1" titanium tweeter)
- 1 QSC RMX 850 power amp

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- 2 American Audio DCDPRO310 CD players
(please note some custom CDs do not function on these players – preliminary tests are recommended)
- 2 Sony cassette decks
- 1 Yamaha MG124 CX 12 channel mixing console
- Input for MP3 or computer
- *All playback equipment racked and wired into Furman PL8 – Series II power conditioners*

PROGRAM SOUND

- 1 Shure EasyFlex boundary microphone installed in ceiling of center of theatre
- 2 small speakers broadcasting to control booth & dressing room

SOFT GOODS

- 8 black velour panels, 8'0" wide X 8'11" tall (weighted at bottom, grommets at top)

SUNDRY EQUIPMENT & TOOLS

- Several ladders of various sizes
- Slop sink for paint clean-up
- Shop Vac, mop & bucket, and brooms