

**RENTAL AGREEMENT**  
(7<sup>th</sup> Street Theatre Association)  
7<sup>th</sup> Street Theatre  
313 7<sup>th</sup> Street  
P.O. Box 777  
Hoquiam, WA 98550

**I. Person/Group Renting Theatre**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Are you a non-profit entity? Yes No If Yes, please provide Tax ID #: \_\_\_\_\_

If your event involves performing music, are you licensed with BMI and ASCAP to pay music licensing fees? Yes No [If Yes, Renter's name will be provided to BMI and ASCAP as the responsible party for licensing fees on the Theatre's quarterly report.]

Insurance Company Name: \_\_\_\_\_

Insurance Policy #: \_\_\_\_\_

A minimum \$1 million (per occurrence) liability policy limit is required. The 7<sup>th</sup> Street Theatre Association shall be named as an Additional Insured on Renter's liability policy. A Certificate of Insurance naming the 7<sup>th</sup> Street Theatre Association as an Additional Insured shall be provided to the Theatre no less than 15 days prior to the beginning of the Rental Period.

**II. Rental Period and Information (may be posted on Theatre website)**

Dates occupying Theatre: \_\_\_\_\_

If more than one day, please indicate how many days heat is needed: \_\_\_\_\_

Performance dates and times: \_\_\_\_\_

Event Title: \_\_\_\_\_

### **III. Rental Payments**

The Rental Schedule for the 7th Street Theatre is:

\$650 for each event night and \$400 for any additional nights (i.e., rehearsals, set up). The Event Coordinator's hours will be charged at the rate of \$15 per hour after the first 5 hours of the event.

Additional \$50 per performance night if Renter is performing music and is not licensed with BMI/ASCAP to pay music licensing fees.

Total due: \$\_\_\_\_\_

Payment should be made to the 7<sup>th</sup> Street Theatre, P.O. Box 777, Hoquiam, WA 98550.

Payment is due, in full, by \_\_\_\_\_.

### **IV. Additional Fees**

Renter agrees to pay for any damage to the Theatre caused by the Renter's use of the Theatre. Renter will be responsible for paying the replacement value of the damaged materials/item. Use of Theatre-owned equipment such as the piano or sound system, and technical set-up, may require additional fees.

### **V. Renter's Use of Theatre**

- A. Renter shall use the Theatre in a careful and proper manner and shall comply with and conform to all applicable laws, ordinances and regulations.
- B. Renter shall not make any alterations, additions or improvements to the Theatre without the prior written consent of the 7<sup>th</sup> Street Theatre Association.
- C. Cleaning after the event is included in the rent. Renter is responsible for cleaning during and after rehearsals. All of Renter's props, sound or lighting equipment, and other materials brought into the Theatre must be removed within 3 days of the final performance. If another function is to occur before the 3-day period, all materials must be removed at least 12 hours before the next performance.
- D. Nothing can be attached by any method (pins, nails, tape of any kind, etc.) to any of the walls or woodwork inside the Theatre. The message board in the lobby may be used, or Renter may bring a display board of their own to set up in the lobby. Bulletin boards are supplied in the dressing rooms.
- E. Serving refreshments during intermission requires permission from the 7<sup>th</sup> Street Theatre Association. Please discuss concessions with the Event Coordinator.

Sticky foods are prohibited (cotton candy, candied popcorn, or similar items). Bottled soda pop and water (no cans or open cups) are allowed in auditorium area.

- F. Tobacco use and smoking are prohibited in the Theatre. A smoking area is designated outside, in the rear parking lot behind the Theatre for act and stage personnel. Renter is required to put ashtray (available in the lobby) outside for each event.
- G. Renter is responsible for maintaining bathrooms during rehearsals/non-event days. Extra toilet paper and paper towels are located in the storeroom near the concession area (stocked by the Theatre).
- H. Switches for the auditorium lights are located at the sound/light booth and stage left on the dimmer room wall.
- I. To use our stage lighting, rigging, or sound system, check with Ken McDonald (360-533-7100) or Jamie Brand for help or instruction (360-292-8754). Additional fees may apply. The rigging, including backdrops, lighting, and stage curtains, shall not be moved or altered without permission of the 7<sup>th</sup> Street Theatre Association.
- J. Renter is responsible for piano tuning. Please request use of the piano prior to use. A piano tuner approved by the 7<sup>th</sup> Street Theatre Association must be used. The Theatre can arrange for tuning and bill the Renter.
- K. Keep the lobby doors closed during intermission. The lobby doors need to be kept closed to retain heat in the Theatre and also to prevent cigarette smoke from the outside from being drafted into the Theatre.
- L. Renter is responsible for all music/film/play royalties, licensing fees, licensing rights, copyright, etc. used in performances. Renter agrees to hold the 7<sup>th</sup> Street Theatre Association harmless for all such music/film licensing fees, royalties, etc. If renter is not licensed with ASCAP/BMI to pay licensing fees, an additional \$50 will be charged for the Theatre to pay licensing fees if Renter is performing music. \_\_\_\_\_ (initial)
- M. All doors and aisles, including all exit areas, must be unobstructed when the Theatre is occupied.
- N. Screwing/attaching things into the stage floor is prohibited. If Renter does any set building or painting done on the stage floor, the stage floor must be protected with tarps. If Renter causes any damage to the stage floor, Renter will be responsible for paying Christopherson's Wood Flooring to repair the damage. \_\_\_\_\_ (initial)
- O. The 7<sup>th</sup> Street Theatre Association reserves the right to terminate this agreement

in the event of damage to the Theatre caused by the Renter.

- P. **Any and all fire, flame, and pyrotechnics are strictly prohibited in all areas of the Theatre. Use of any flame, fire and/or pyrotechnics may result, in the 7<sup>th</sup> Street Theatre Association's sole discretion, in immediate cancellation of Renter's Event and forfeiture by Renter of all fees paid and/or owed to the Theatre.**

**VI. Indemnity; Enforcement Expenses**

Renter shall indemnify the 7<sup>th</sup> Street Theatre Association against, and hold harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from Renter's use of the Theatre.

Renter shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the 7<sup>th</sup> Street Theatre Association in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions herein.

Dated: \_\_\_\_\_

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[Signature of Renter]

[By signing above, the individual signing affirms that he/she has authority to bind the Renter to the terms of this agreement.]

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For the 7<sup>th</sup> Street Theatre Association

Emergency Contacts: Lane Youmans, (360) 533-6140; Jamie Brand (360) 292-8754