



WCT Facilities Rental Contract

1225 Berkeley Street • Durham NC 27705
 (919) 286-4545 • www.walltownchildrenstheatre.org

This rental agreement between _____ (Lessee) and Walltown Children's Theatre (WCT) for the use of specified space(s) in our facility during the times indicated for the event/performance(s) specified.

Rental Space(s): _____

Rental Date(s):	Set Up Time	Doors Open	Event Starts	Event Ends	Load Out	Fee
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____

Total Event Rental Fee \$ _____

(I understand the rental fee(s) must be paid in full before the end of the rental date.)

Security Deposit	\$ 100.00	due with application	Paid _____	ini _____
Rental Deposit	\$ _____	due _____	Paid _____	ini _____
Rental Payment	\$ _____	due _____	Paid _____	ini _____
Balance Payment	\$ _____	due _____	Paid _____	ini _____

Alternate agreement or payment arrangement outlined below:

All Agreements must be authorized by WCT Director _____

Contacts:

Primary Contact (Lessee) - Individual solely responsible for contract obligations

Name: _____

Phone: _____ Email: _____

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: _____

Authorized Individuals - 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: _____

GENERAL GUIDELINES FOR USE OF THE THEATRE

1. WCT is a non-smoking facility. Smoking is not permitted anywhere inside the facility.
2. No open flame is allowed in any space within the facility without prior approval of the Executive Director.
3. No alcohol is permitted anywhere on WCT property except as provided herein with regards to concessions.
4. No weapons of any kind are allowed on property. Stage weaponry must be approved by an Authorized WCT Representative
5. 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 WCT Representative.
6. No activities in violation of federal, state or local laws, ordinances, rules, regulations or the opinion of the Board of WCT or the Fire Marshall of the City of Durham or of Durham County, North Carolina shall be permitted on the premises.
7. Animals of any kind are not permitted in WCT at any time without previous arrangements having been made with the Executive Director. Guide animals for persons with disabilities are exempt.
8. No part of WCT may be sublet, nor can the LESSEE assign this rental agreement or rental space to a third party.
9. Administrative Office Space and external storage container are for the sole use of WCT. No items or personnel of the LESSEE may be housed, stored, or placed in either of these spaces, unless approved in advance by the Executive Director.
10. No items may be delivered or dropped off at the theatre for storage prior to LESSEE'S event load-in date and time. WCT accepts no responsibility or liability for any items left unattended in the Lobby, or elsewhere in the theatre or on its grounds.
11. WCT requires that the LESSEE have an authorized representative on premises any time anyone connected with the event is in the facility.
12. The LESSEE must obtain Liability Insurance prior to occupancy of the facility. (See Insurance Requirements)

INSURANCE REQUIREMENTS / FINANCIAL OBLIGATIONS

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 WCT, including without implied limitation the property of third persons under the control of WCT or LESSEE.
2. LESSEE shall provide, at its sole expense, a certificate of liability insurance coverage naming WCT 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. WCT 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 WCT, 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.
5. Lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold WCT harmless from any and all claims, losses, or expenses incurred with regard thereto. Lessee shall pay all of WCT's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.
6. Lessee shall be responsible for payment of any and all taxes, permits, fees, and other charges arising out of or connected with the use of the premises by lessee, and lessee shall save WCT harmless from any and all obligations with respect to such taxes, permits and other charges.

EMERGENCY PROCEDURES

1. 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 WCT Representative.
2. The LESSEE shall have access to the assorted tables and chairs in WCT inventory. Additional chairs and/or tables required must be rented through a third party by LESSEE.
3. No decoration, signs, banners, or other items may be attached to any structure or surface in WCT by nailing, pinning, or gluing of any kind without express permission from the WCT Executive Director.
4. No decorations, posters, pictures, banners or other such items shall be fastened to walls, windows, woodwork, doors or curtains nor placed on stands in any area of the Theater without approval.
5. No nails, tacks, staples or screws of any kind may be applied to any part of the interior or exterior of the building.
6. Only approved tapes, such as blue painters tape and gaff tape may be applied to the stage floor and must be removed after event.
7. No painting, wood cutting or drilling shall be done on the stage or in the adjacent support areas without approval.

8. All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc...) is expressly prohibited.
9. At no time shall any of the lessee's scenery, stage furniture, props, costumes or equipment block any exits, loading doors, storage rooms, sidewalks or parking areas.
10. Any stage props that have power, must meet current electrical codes. Other props are subject to inspection and approval. If such props do not pass inspection, they are subject to immediate removal from the facility.

TECHNICAL REQUIREMENTS

1. Technical needs should be discussed and approved via email (wctdurham@gmail.com) with the WCT Performance Technical Manager Lisa Suzanne Turner fifteen days prior to the event.
2. Any additional equipment requested for event but not owned by WCT must be secured/rented at LESSEE expense and removed at end of event.

HOUSEKEEPING

1. All areas of the theatre must be returned to the state they were found in.
2. All trash cans and recycling cans must be emptied and taken to the dumpster or recycling bins.
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 WCT staff.
6. All lights used are to be turned off (including bathrooms)
7. If cleaning services above and beyond normal wear and tear, as determined by the Executive Director of WCT, are needed, the LESSEE shall forfeit the \$100 security deposit and depending of extent of cleaning needed, may be assessed a \$25.00 per hour cleaning fee.
8. Items left after rental period will result in loss of Deposit and shall be deemed to be abandoned property subject to removal and disposition in the sole discretion of the WCT.

CANCELLATIONS / BREACH OF AGREEMENT

WCT Initiated Cancellations

1. Cancellation of an event may occur if the LESSEE fails to adhere to any terms or conditions of this agreement. WCT 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 WCT, 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 WCT for all services rendered up to the point of cancellation.
3. WCT is not liable for failure of the ability of the LESSEE to present event(s) indicated in this agreement due to Acts of God such as 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 fifteen (15) business days prior to the event with no loss of unutilized rental payments (excludes \$100 security deposit which is non-refundable). If cancellation occurs within fifteen (15) business days prior to the event(s) the LESSEE forfeits any and all unutilized rental payments.
2. The LESSEE affirms that WCT is not liable for any monies owed to patrons who purchased tickets for the event(s).

SIGNATURES

1. 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 WCT and the LESSEE and attached. This written Agreement supersedes any and all inferred oral contracts and obligations between WCT and the LESSEE.
2. This Agreement will be reviewed and interpreted under the laws of the State of North Carolina, and as such, any legal action necessitated by breach or other failure of the Agreement shall occur in the court system of the State of North Carolina.
3. 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.

FOR THE LESSEE

Printed Name _____

Signature _____

Date _____

Title _____

FOR THE THEATRE

Printed Name _____

Signature _____

Date _____

Title _____