

Off the WALL
RENTAL AGREEMENT

25 W. Main Street
Carnegie, PA. 15106
724.873.3576
Kate@carnegiestage.com

A.) General

This rental Agreement between _____ (“Client”) and Off The Wall productions (“OTW”) on behalf of the facility known as Carnegie Stage, shall serve to define the obligations of both parties pertaining to the rental of the theater described in this agreement. The theater has been reserved for Client use for the date and time stipulated. Please note that the hours assigned to the event include all set up and all clean up, including the set up and clean up of all contractors and/or subcontractors used. It is understood that Client will adhere to and follow the terms of this Agreement, and will be responsible for any damage to the premises and site, including the behavior of Client’s guests, invitees, agents, contractors or subcontractors resulting from Client’s use of venue.

B.) Schedule and Fees

Rental shall be for _____
The fee for this agreement shall be _____
TBD technical over-hire (to be invoiced after the rental, if used). Please see under section G for technician over-hire breakdown. Any hours after 11:00 pm shall incur an additional fee of \$ 40/hour.
50% of the amount is due at signing. Balance due on first day of rental. Above listed payments are considered NON-REFUNDABLE DEPOSITS. Any overages or additional clean-up/repair fees shall be due before load out. OTW accepts cash, company checks, Amex, Visa + MasterCard.

B-1.) Security Deposit

A Security deposit of \$ _____ is due at signing of contract. The deposit will be returned in full within 7 (seven) days of load out assuming that the theater, including the lighting rig are returned to their original clean and well-ordered condition.

C.) Liability Insurance

Commercial Liability Insurance for a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate including liquor liability (if served) naming OTW – Carnegie Stage as a Certificate Holder is required. Client assumes full responsibility and liability for any and all damages to the OTW venue, property and surrounding site during the term of this agreement.

D.) Workers Compensation Insurance

Client is in no way an employee, contractor or subcontractor working for OTW, and hereby understands, acknowledges and accepts that Client shall in no way be covered by the workers compensation policy held by OTW. Client agrees to provide their own workers compensation insurance or otherwise obtain certificates of exemption from any and all of their contractors and subcontractors.

E.) Indemnity

Client agrees to indemnify and hold harmless the OTW board, its officers, staff and agents working on its behalf either directly or indirectly, from any and all claims, demands, actions and/or causes of action, suits, costs, damages, liabilities and/or judgments resulting from the breach of this Agreement, the negligent actions, willful misconduct or omissions of Client, and/or Client’s guests, invitees, agents, employees, contractors and subcontractors, or for any injury to, or death of any person or damage to property whatsoever caused by, created by, or in any way connected with Client’s use of the theater or any part of the facility or surrounding premises.

F.) Technical Drawings (if applicable)

OTW 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 ground plan and a lighting plot. This paperwork will enable OTW to determine the safety and suitability of the design vis-à-vis the production limitations of OTW, load-in / load-out realities, and the production schedule.

G.) Staff Options

OTW provides limited technical consultation and other production advice from the day of signing through to the final load-out. However, OTW does not provide a Technical Director, additional technicians, designers, or other production personnel. No operators are provided. The Producer 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 OTW facility. 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. The Producer may be required to work in the Theater unsupervised for tech and rehearsals. A house manager will be required for all performances. **Light/Sound board technician and Box Office staffing over-hire can be scheduled at a later date at \$25/hour. A House Manager will be provided by Off the Wall.**

H.) Construction & Painting

No major construction or painting of any set pieces may be done at OTW. 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 OTW (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 OTW. Materials or techniques used to texture theater 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. Painting labor, and supplies such as rollers, brushes and trays are not provided by OTW.

I.) Occupancy Limit

The total lawful occupancy of the Theater is 110 people

J.) Lighting Design

The Theatre is equipped with a lighting grid, control booth, 40 dimmers, ETC Express lighting console, and a comprehensive range of lighting fixtures. A basic "rep" plot is provided at the beginning of the rental period. The inventory and specifications are documented in the Technical Rider. 40 circuits are distributed throughout the grid, and must not be displaced or removed. Hanging lighting instruments on sprinkler pipes is not permitted. Lighting positions must be chosen in consideration of audience safety. The "rep" plot needs to be restored at strike or the client will be billed as per outlay.

K.) Smoking, Fire & Special Effects

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

OTW is a smoke free facility

L.) 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 the Producer will prearrange to efficiently store the materials at OTW 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. Pursuant to this load-out, NO production materials may be stored or disposed of at OTW. NO PRODUCTION MATERIALS SHALL BE LEFT FOR DISPOSAL ANYWHERE AT THE 25 W. MAIN STREET LOCATION. THIS INCLUDES 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 OTW facilities implicated by the rental and load-out process are returned to their original clean and well-ordered condition

M.) Concessions

OTW will sell beverages and snack items at the coffee counter prior to performances. This is the exclusive prerogative of OTW. 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 OTW.

N.) “Acts of God” and Building Services

OTW is not responsible for massive electrical failure, the failure of building services, such as plumbing, water damage, or other unforeseen problems that are considered “acts of God”, general utility failures, or situations otherwise beyond OTW’s control.

O.) Loss of Producer’s Property

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

P.) OTW Property

OTW is a working theater and, as such, houses stage properties, costumes, musical instruments & theatrical equipment (“Theatrical Properties”). ***Theatrical Properties furnished for Client’s use as part of this agreement shall only include basic stage lighting and small sound system.*** These Theatrical Properties may become unavailable, at which time OTW will inform Client and a solution will be arrived at to the satisfaction of both parties. All other Theatrical Properties are strictly off-limits to Client and their guests. Client shall assume full responsibility for any and all damage which shall result from misuse of Theatrical Properties (whether provided for Client’s use or not) housed on the premises during the rental period. All other equipment necessary for the event other than what is specifically made available to Client shall be the responsibility of Client. Client is responsible for the cost to repair or replace any item (s) consumed, lost, stolen or damaged while this Rental Agreement is in place.

Q.) Building Use

The Theatre lobby or audience hallway, SHALL NOT BE USED AS A COSTUME OR PROPS STORAGE OR AS A CHANGING AREA. The Producer is not permitted to occupy upstairs studios or offices unless agreed upon ahead of time.

R.) 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. The upstairs kitchen is for OTW staff use only, unless otherwise arranged.

S.) Performance Rights

Client is responsible for the payment of any and all royalties or claims for royalties which shall be due or arise as a result of Client’s use of OTW. Client shall be fully and solely responsible for any issues of copyright infringement, which may arise as a result of Client’s use of OTW.

T.) Authorization & Acceptance

The person (s) signing the Agreement on behalf of the parties each warrant that they are authorized to make Agreements and to bind their principals to this Agreement. Upon signing of this Agreement, a fully executed Agreement will be in force.

I have read this agreement in full, accept the terms therein and agree to abide by them in their entirety:

Client Signature Printed Name Date

OTW Signature Printed Name Date