



March 1, 2013

Warren County School District  
Attn: Amy Stewart  
185 Hospital Drive  
North Warren, PA 16365

## CONTRACT

This is to confirm that the Warren County School District will lease the Struthers Library Theatre on Wednesday, May 22, 2013 for a choir concert.

The fee for this rental is five hundred, fifty dollars (\$550), payable in full by May 22, 2013.

A non-refundable deposit of one hundred dollars (\$100.00) is required to secure this date upon execution of this contract. Rental space includes full use of stage, dressing rooms, green room and Friends Room for the duration of the contract.

The Trustees of the Theatre require a trained technical director to be present in the theatre. Please contact Facility Manager Bob Priest at 814-723-7231 and Lighting Director Barbara Crowley at 814-723-6564 for information regarding what your technical needs might be. Minimal technical requirements may not call for a technician. Complicated use of the stage lighting, sound equipment, rigging, and other equipment will require an experienced and Theatre-certified technical director and crew. The technical director may decide that your event requires additional professional backstage and technical crew. Should this be the situation, those crewmembers' fees will be your responsibility.

## ADDITIONAL COSTS

Renter is required to supply either paid staff or volunteers to handle ticket sales and ushers for the event. If Struthers Library Theatre handles this service, an additional \$150.00 fee is required.

A member of Theatre management is required to be present as House Person, their fee is included in your rental fee. If the presence of a trained and certified Deck/Flyrail (Stage) Person is also required, their fee (if any) will be your responsibility.

Rehearsal/set-up time on days *in addition to the specified rental period* will be charged at forty dollars (\$40.00) per hour with a minimum of six hours or two hundred forty dollars (\$240.00). This is subject to the availability of the theatre.

**The sale of recordings and other merchandise is subject to a 10% commission.** These fees, along with a complete box office attendance report, are due immediately following the performance.

Upon request, the Struthers Library Theatre will sell admission tickets to your event. The tickets will be sold before your event through the Struthers Library Theatre office during normal office hours. You will need to arrange for Box Office personnel during your event.

### ADDITIONAL INFORMATION

**Concessions:** The Struthers Library Theatre may sell refreshments or other items, as well as promote donations at any time. Proceeds from these activities will benefit theatre renovations and general operations. Sponsoring groups may not sell any food or drink without prior written approval from Theatre Management. No food or drink may be taken into the theatre auditorium.

**Supervision:** Events that cater to children or teens require that the sponsoring organization provide security. Four adults or security guards are the minimum required for each performance.

**Clean Up:** All sets, props and costumes must be removed from the Theatre building by the end of the rental period. Any set pieces remaining after one week will become the property of Struthers Library Theatre, and broken down for reuse or disposed of. If special clean up of the theatre is required, a commercial charge will be made reflecting the extra work.

**Decorations:** Decorations (bunting, signs, flags, etc.) will be confined to the auditorium stage. Absolutely nothing may be affixed to the walls of the auditorium, balcony, mezzanine, or lobby without prior written approval by Theatre Management.

**Insurance:** The Trustees of the building require each organization renting or using the theatre to obtain Comprehensive General Liability Insurance in the amount of \$1,000,000.00 and to submit a certificate of proof before the rental period listing the Struthers Library Theatre Building as additional insured. The certificate should also include the clause: "To the fullest extent of the Law, Renter shall indemnify, defend and hold harmless the Owner, agents and employees from and against claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from

**Renter's use of the building and/or grounds." The Trustees also require a thirty-day written notice of any cancellation of the user organization's policy.**

Struthers Library Theatre will under no circumstances be required to indemnify, defend, or hold Renter, its agents or employees, harmless of any losses, costs, expenses, claims, causes of action, damage, personal injury, loss or expense arising out of the negligent, reckless, or intentional actions or inactions of Renter.

Notwithstanding the foregoing, Struthers Library Theatre agrees that that under no circumstances shall the School District be required to indemnify, defend, or hold the Struthers Library Theatre, its agents or employees harmless for any claim, damage, personal injury, loss or expense arising out of the negligent, reckless, or intentional actions or inactions of the Struthers Library Theatre or its agents or employees. Additionally, no provision of this contract shall be construed to in any way limit the immunity afforded to the School District, its employees or agents under either state or federal law.

Complete Agreement: There are no understandings between the parties regarding this contract other than those set forth in this contract, and there have been no promises, inducements, or commitments made in conjunction with this contract which are not explicitly set forth herein. This contract may be amended, modified, or waived only by written agreement signed by the parties hereto.

Please sign and return a copy of this contract, which will signify your acceptance of the rental agreement.

\_\_\_\_\_  
Marcy O'Brien, Executive Director  
For the Trustees

Accepted by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_