October 27, 2015

Warren County School District 6820 Market St. Russell, PA 16345

CONTRACT

This is to confirm that the Warren County School District will lease the Struthers Library Theatre on June 9 and 10, 2016 for a graduation ceremony.

The fee for this rental is five hundred, fifty dollars (\$550.00), payable in full by June 3, 2016. The breakdown for this rental is as follows:

Thursday, June 9, 2016 – Set up – No Charge Friday, June 10, 2016 – Morning Rehearsal – No Charge Friday, June 10, 2016 – Evening Ceremony - \$550.00

Rental space includes full use of stage, auditorium, 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.

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.

ADDITIONAL INFORMATION

<u>Concessions:</u> 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.

<u>Supervision:</u> 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.

<u>Clean Up:</u> 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 be become the property of Struthers Library Theatre, and broken down for reuse or disposal. If special clean up of the theatre is required, a commercial charge will be made reflecting the extra work.

<u>Decorations:</u> 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, library 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 renter 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 renter, its employees or agents under either state or federal law.

<u>Complete Agreement</u>: 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.

Marces Bruene

Marcy O'Brien, Executive Director

For the Trustees

Accepted by:		
Print Name		AND 100 TO THE TOTAL THE T
Signature	 	
Date:		

Struthers Library Theatre

Invoice

302 Third Avenue West P O Box 6 Warren, PA 16365

Phone #

814-723-7231

www.strutherslibrarytheatre.com

Fax #

814-723-3856

Due Date

6/3/2016

Bill To

Warren County School Dist. 6820 Market St. Russell, PA 16345

Date	Invoice #
10/27/2015	31377

ltem	Description	Rate	Qty	Amount
Theatre Rent	Theatre Rental-WAHS Graduation Ceremony June 9 & 10, 2016	550.00	1	550.00

Balance Due

\$550.00