

# **BROADWAY THEATRE RENTAL AGREEMENT - SPRING 2023**

Thank you for renting the Broadway Theater (216 E. Broadway Street) for your event!

\*\*\*If you would like to screen a film, please fill out the questionnaire linked from the Friends of the Broadway website\*\*\* All other event or performance rental requests for the Broadway Theatre shall be filed via email to <a href="mailto-us@friendsofthebroadway.org">us@friendsofthebroadway.org</a> with a request for a specific date (with at least one backup date should your first choice be unavailable), full contact information for the responsible renting party, and your hopes for the event.

We try to be as available and straightforward as possible, especially with the local, state, and regional community, and our agreement will include the following stipulations:

### **FINANCIAL**

The base fee for rental of the Broadway Theatre is \$500.00 US per day.

The renting party shall also be responsible for auxiliary expenses, including any licensing fees for exhibition of materials. If you would like to screen a film for which you do not own the copyright, the Broadway can arrange the license and will communicate with the renting party about the appropriate fee.

Payment must be received in full (or documented to have been issued in full) prior to confirmation of date. The Friends of the Broadway can, within reason, hold one or two dates on their booking calendar while the Renter is confirming details.

The renting party shall arrange to sell tickets either through their own channels (or at the door, if preferred) or through the Friends of the Broadway website. All proceeds from ticket sales shall go to the renter, either through cash on the night-of (for doors-only sales) or a check issued by Friends of the Broadway to the Renter within one (1) week of the rental date.

Unless determined otherwise through mutual agreement with the Renter, the Friends of the Broadway will sell concessions at all events for standard pricing. All proceeds from concessions will remain with the Friends of the Broadway.

The rental includes access to the audio-visual system for screening or music. Please arrange these details (whether you will need the projector, whether you will be providing your own PA system or will need the Broadway's) with as much advance notice as possible.

### PROMOTION AND EXECUTION

In exchange for your rental fee, the Renter will receive access to the theater, mediated by a trustee of the Friends of the Broadway (one of whom shall always remain on site), for the date agreed upon for the rental. The renter shall make all arrangements with Friends of the Broadway for preparatory visits. Any additional dates which require the Broadway to suspend their operations for any reason shall be assessed an additional Rental Date at the standard rate.

If the event in question is open to the public, the Renter will receive full listing on the Friends of the Broadway Website and Social Media accounts as with any public event at the Theater, unless requested otherwise. The Renter shall be responsible for providing all visual and textual materials (JPEG or PNG format for images) to promote the event in question, emailed as far in advance as possible to the Friends of the Broadway coordinator(s).

## **MAINTENANCE AND SAFETY**

The Renter shall assume responsibility for cleaning the House/Auditorium or any spaces used for the live event/attending audience after the event. Basic cleaning materials (a broom, pans, and mops where necessary) can be provided by the Broadway Theater if necessary. If the Friends of the Broadway determines that the auditorium/performance space/backstage are left in an unreasonably poor condition, the Renter will be assessed an additional cleaning fee of \$100.

The Renter shall also be assessed the expense of any damages which occur to the Friends of the Broadway property or equipment during the rental period, in which the Rental party or Audience is determined to be at fault. The Broadway assumes no liability for injury or accidents that occur during the event, whether inside or outside the building. Any injuries or accidents must be reported to the Broadway immediately.

No tobacco products are allowed.

No open flames or incense are allowed.

No video or camera footage may be taken of the screen if any film is showing. The Broadway Theatre reserves the right to request the removal of any audio or video recording equipment.

The Broadway Theater will not be responsible for any lost or stolen items.

#### **CANCELLATION**

The Friends of the Broadway reserves all rights to cancel the rental arrangement in question for any reason. If the Friends of the Broadway cancels the rental event in advance, then all applicable fees will be returned to the Renter.

If the Renter needs to cancel their event, they must do so within 72 hours in full communication with the Friends of the Broadway in order to receive a refund.