



STRAND THEATRE RENTAL CONTRACT/AGREEMENT

Renter Information – Please Print

Event Name: _____

Date of Event

Event Start Time

Access Needed Time

Projected End Time

Rehearsal (if needed) _____
Date and Time

Renter's Name

Group or Organization (if applicable)

Address

Telephone (Where most likely to be contacted)

City, State, Zip Code

Email Address

Additional Contact Person(s) and number _____

Please email a digital flyer to progdirector@strandtheatreww.com.

Event information will be placed on the Strand website and Facebook page upon receiving a contract.

Questions may be directed to:

Email: progdirector@strandtheatreww.com

Phone: 304-845-3009

THEATRE RENTAL

RENTAL.....\$500.00 per performance day

~OR~

PROFIT SPLIT %.....STPS Renter

(Light and sound costs are paid before split % is calculated)

REHEARSALS.....\$100.00 per Rehearsal day

OPTIONAL: (check all that apply)

- Sound Technician

_____ **Option 1 basic sound. \$100.00 per day**

(includes sound engineer, 2 microphones, and 2 monitors)

_____ **Option 2 additional sound. \$200.00 per day**

(includes standard band/choir set-up of additional monitors, microphones, and plug-ins.)

- Lighting Technician.

_____ **Option 1 basic lights. \$35.00 per day** (on & off with one scene design)

_____ **Option 2 additional lights. \$100.00 per day**

(includes lighting engineer, multiple stage lighting scenes).

**Special effect requests may require additional fees

Total Rental fee..... \$ _____

Hold-date Deposit \$125.00 (This is deducted from total due)

Return pages 1-3 of this contract, along with a \$125.00 hold the date check to:

Strand Theatre Preservation Society

811 5th Street

Moundsville, WV 26041

Balance Due 15 business days after conclusion of event..... \$ _____

ADDITIONAL INFORMATION

- _____ Grand Piano needed
- _____ Event intermission.....If yes, how many? _____
- _____ Ticket Sales at door...._____ Renter provided personnel _____ STPS provided personnel

SEAT TICKET DETAILS – For Ticketed Events (Complete if STPS handling ticket sales at door)

Seat-based: Price: \$ _____

OR

Age-based: Adult: \$ _____ Student: \$ _____

Renter Provides Tickets a minimum of 24 Hours in Advance of Event if STPS handling ticket sales

_____ **I have read and agreed to the Facility Use Guidelines as outlined in pages 4-7**
Initial

IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be executed the day and year written.

Renter's Signature

STPS Representative Signature

Print Name

Date



FACILITY USE GUIDELINES

The STPS hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated in this Agreement, at the following address: *811 5th Street, Moundsville, WV 26041.*

Audience seating: Main floor 200 seats plus 4 wheelchair spaces; Balcony 200 seats.

INCLUDED IN RENTAL:

3-hour access to the stage the day before the rental for setup of equipment, with time based on availability. Additional time, beyond 3-hours, must be approved by the Program Director and will require an additional fee.

Renter shall assure all subcontractors, participants, etc., are aware of hours of rental. Access to the Strand Theatre shall be only as set forth herein. Renter shall coordinate all access and shall accept all charges incurred should Renter's consultants and/or contractors require additional access.

HOLD-DATE RENTAL DEPOSIT:

Rentals require a minimum Hold-Date Rental Deposit of \$125.00 at the time of executing this Contract. This deposit shall be applied to the total Rental Fees due. **The reservation deposit will be retained if your reservation is canceled for any reason.**

STPS REPRESENTATIVE:

A STPS Representative must be present and available during all rentals.

FINAL SETTLEMENT OF RENT, DEPOSITS, and FEES:

Within five (5) business days after Rental and upon STPS inspection of the premises, a final invoice will be prepared for the Renter. The Renter will be responsible for any balances due the STPS, payable in fifteen (15) business days upon the conclusion of the scheduled event.

USE OF PREMISES:

1. The Auditorium, dressing rooms, and/or any additional spaces shall be used by the Renter exclusively.
2. Renter shall comply with all the fire, health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities, with respect to the STPS.

3. Pathways to emergency exit doors must always be free and clear. Stairs are to be free and clear of all obstructions. Doorways will not be blocked, or operation and pathway hindered in any way.
4. STPS promotional materials, furniture or fixtures shall not be moved or removed or covered in any way without permission of the STPS.
5. Children and minors who are a part of the production or rental shall always be supervised. STPS does not provide staffed supervision for birthday party rentals; renters must have enough adults on hand to supervise all children present at the party.
6. Renter shall be responsible for all costs incurred for false fire alarms.
7. Paint, tape, glue, nails, screws, or staples are not to be used on walls, windows, floors, and woodwork without the permission of the STPS.
8. **Adjusting curtains and screen is not permitted.** No item shall be taped, stapled or pinned to the curtains or screen.
9. Piano and piano bench are always to be protected and no drinks, food, or any object shall be placed upon them. **Do not use as a table!** Only adults and children who have been trained to play the piano are permitted to do so and only upon STPS express written consent on Rental contract/agreement.
10. Renter will be liable for any and all claims which may arise should Renter provide alcoholic beverages to guest and/or performers. **STPS requires the Renter to secure alcohol-related liability insurance for the duration of the Rental. If serving alcohol, proof of insurance must be submitted with the signed contract.** STPS will not be held liable for any claims arising from alcohol use for any reason. **Alcohol shall not be left in venue unattended or overnight. Renter shall follow all laws of the State of West Virginia in relation to serving alcoholic beverages.**

DANGEROUS MATERIALS:

Renter shall not have on or around the Strand Theatre anything that is dangerous, flammable, explosive or has explosive characteristics that might increase the danger of fire, or that might be considered hazardous. No open flame devices are permissible (except for celebration cake candles) under any circumstances. Smoking is not permitted inside the building or on the premises.

SURRENDER OF PREMISES:

At the expiration of the Rental Agreement, Renter shall quit and surrender the premises in as good state and condition as they were at the commencement of the Rental, including but not limited to chair and table placement. Reasonable use and wear expected.

MARKETING: (when applicable)

The STPS will market Renter's event as deemed appropriate by the STPS. Marketing may be in the form of social media, publicity on the STPS marquee, and/or inclusion on calendars of events. The Renter will provide the STPS with promotional materials such as digitized hi-resolution photographs, program information, posters (if available), and other materials for use in the STPS marketing endeavors. The STPS will have approval rights for all promotional materials created and distributed by Renter in which the STPS log, venue or likeness is

represented, prior to printing and distribution. Renter is encouraged to work with the STPS to develop an effective marketing plan that will benefit both.

MERCHANDISING: (when applicable)

Renter may sell merchandise during performances. Renter agrees to be responsible for any local and/or state sales tax liability and all licensing and royalties due on Renter's merchandise sold. Additionally, Renter will set up sales table where designated by the STPS. Renter's staffing will adhere to all conditions as set forth in the Agreement.

INDEPENDENT CONTRACTOR(S): (when applicable)

Renter is acting as an independent contractor and is not the responsibility of the STPS. Renter is responsible for all wages, payroll tax withholdings, worker's compensation coverage and unemployment compensation coverage for other employees or individuals who are part of Renter's group.

TICKETING (when applicable):

The STPS has ticketing services through Brownpapertickets.com for online ticket sales. Renter may provide and coordinate pre-sale, in-person or day-of-event admission tickets. Renter ticket sales are not to exceed 200 floor tickets and 200 balcony tickets. Any complimentary tickets issued will reduce this capacity.

PERFORMANCE DETAILS:

To ascertain a quality performance and a positive guest experience, the STPS recommends the following Renter guidelines:

1. Sound check should be completed one (1) hour prior to scheduled start time.
2. Doors open and seating begins one-half (1/2) hour prior to scheduled start time.

EQUIPMENT:

Sound and lighting equipment owned by the STPS will be operated by STPS staff. Renters who wish to bring their own sound or lighting equipment will operate under the direct supervision of STPS staff.

GOVERNING LAW:

This document serves as the whole of the Rental Contract and supersedes any and all verbal agreements made in the past, now, or in the future. All changes to this Contract must be received in writing (or via email) with acknowledgement from both parties in order to be valid. Renter may email progdirector@strandtheatreww.com. The STPS will provide written acknowledgement to the email address provided on this Contract. It is agreed that this Rental Contract shall be governed by, construed, and enforced in accordance with the laws of the State of West Virginia, County of Marshall.