

THE MORGAN-WIXSON THEATRE

AGREEMENT FOR RENTAL OF THE MORGAN-WIXSON THEATRE, located at 2627 Pico Blvd., Santa Monica, CA 90405

RENTER NAME	YOUR NAME & SHOW NAME PRODUCTIONS										
TYPE OF USE:	Ballet & Flamenco Recitals (for Example)							Hrs	Days	Fee	
<i>Number of participants Unknown</i>	MON	TUE	WED	THU	FRI	SAT	SUN				
RENTAL DATES					SAMPLE		SAMPLE				
Daily Rental Fee					900.00		840.00		2	1,740.00	
Scheduled Time(s)					7:00pm – 11:00pm		4:00pm- 12:00am				
Actual Hours											
Staff @ \$35/hr 4hr min					4		8	12		420.00	
Staff hours at \$25/hr											
Overtime @ \$180/hr											
Equipment Rental											
RENTAL DATES											
Scheduled Time(s)											
Actual Hours											
Tech Staff @ \$35/hr 4hr min											
Other Staff hours at \$25/hr											
Overtime @ \$180/hr											
	THEATRE RENTAL FEE									1,740.00	
Insurance Company covering the <i>Morgan-Wixson Theatre</i> as "ADDITIONALLY INSURED" for not less than \$1,000,000 is:	STAFF HOURLY FEES (Estimated)									420.00	
	TOTAL RENTAL FEES									2,160.00	
	SECURITY DEPOSIT REQUIRED TO RESERVE DATE(S)									700.00	
Company:	OTHER CHARGES (Losses and/or Overtime)										
Address:	TOTAL CHARGES									\$2,860.00	
Tel:											
<i>The Security Deposit of \$700.00 will be returned to the Renter within 30 days of the last Rental Date.</i>											
Security Deposits are in addition to all rental fees and cannot be deducted from full rental payment due at time of rental.	SECURITY DEPOSIT RECEIVED										
TOTAL IS DUE IN FULL PRIOR TO RENTAL DATE	RENTAL FEES RECEIVED										
	TOTAL AMOUNT RECEIVED										
	AMOUNT DUE										

IN CONSIDERATION OF THE MORGAN-WIXSON THEATRE, HEREAFTER THE "MWT", ALLOWING THE RENTER TO USE THE FACILITIES OF THE MWT AS PROVIDED FOR HEREIN, THE RENTER AGREES TO ALL OF THE FOLLOWING CONDITIONS OF RENTAL:

- Liabilities:** The applicant and/or organization, its officers, agents, employees and representatives, hereafter "Renter", shall hold harmless, release, and discharge the MWT, its employees, volunteers, members, Board of Directors and any others acting on behalf of the MWT for all liabilities, claims, demands, and causes of action, whether the same be known or unknown, including but not limited to any costs or expenses, loss or damage to property and personal injuries that may result, whether directly or indirectly, by the use or occupancy of the Morgan-Wixson Theatre property and in relation to the use of the premises and/or the activities and operations of its employees, members or representatives. MWT shall not be liable for: loss of profit, cost of publicity, income from sales any other debt or cost the renter may incur should MWT be unable to fulfill any of the terms of this contract due to circumstances beyond the control of MWT, including weather, fire, earthquake, natural disaster, civil disorder, bankruptcy, governmental regulation or government suspension of the use as a public place of business due to any cause.
- Insurance:** Renters are required to show proof of insurance that includes the *MORGAN-WIXSON THEATRE* as additionally insured for not less than \$1,000,000; at the discretion of the MWT, specific insurance coverage may be required for any uses of MWT property that exceed usual stage presentations, or involve other potential hazards; this contract may be cancelled by the MWT if proof of insurance is not supplied prior to first date of rental.

3. **Contract signers for renter certify that they will be personally responsible**, on behalf of their organization, for any damage to or abuse of the Morgan-Wixson Theatre building, grounds, equipment, employees, volunteers, or other representatives as a result of use or occupancy of said premises and agrees to pay, in full, for repair or replacement of all damages to premises or its contents.
4. **Children under eighteen years (18) must be under adult supervision at all times.** Due to the fact that a theatre has hazards inside and outside that cannot be made safe for children; Renter agrees that children may not play in or around any storage areas, tools, set pieces or other theatrical equipment; that bikes, skates, rollerblades, skateboards and other devices or toys are prohibited on MWT property; Renter will refrain from unsafe activities and practices; violation of these conditions or other unsafe practices by the Renter will result in the immediate termination of this Agreement and Renter shall be required to immediately vacate MWT property with loss of all deposits and rent paid.
5. **Regulations:** Renter agrees to abide by and enforce all city, state and federal laws and regulations governing the use or occupancy of the building and grounds and to conduct business with consideration of MWT patrons, neighbors and guests; maximum auditorium capacity must not exceed 201 persons; aisles and exits must be kept clear at all times.
6. **Smoking is prohibited inside MWT buildings;** food is not allowed in auditorium, backstage or rehearsal rooms.
7. **Certain MWT property and Equipment:** Use of stage lighting and controls, and sound equipment, as is, is included at no additional cost. Renter shall not re-hang, re-focus, or otherwise adjust the lighting instruments from their current position without express written permission from the MWT.
8. **Rented MWT Equipment: All rental equipment is to be used solely within the confines of the MWT facility.** With the exception of normal wear and tear, in the event this Agreement includes the rental of certain specified equipment, the Renter assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the MWT in the condition received from the MWT. Renter shall make no alterations to the equipment without the prior written consent of the MWT. The Renter shall maintain the equipment in good repair and operating condition.
9. **Return of Equipment:** At the end of the Rental Agreement term, the Renter shall be obligated to return the equipment to the Rental Manager or MWT Technician.
10. **Loss of Equipment:** In the event any equipment entrusted to the care of Renter on the premises during the term of and pursuant to this Rental Agreement, should become lost, stolen or otherwise disappear, Renter agrees it shall be solely responsible for the full replacement cost of such equipment, which shall be due to the Morgan-Wixson Theatre promptly following such loss or other disappearance.
11. **All other MWT property**, scenery, tools, furniture, props, sound equipment, lighting instruments (position and focus) and controls, may not be moved, altered or changed in any way, except with the permission and supervision of the MWT or its representative. Any violation of this condition will terminate this agreement and require Renter to immediately vacate MWT property, and Renter shall not be entitled to any refund of any deposit or rent paid.
12. **The use of the ticket office** is not included in this rental agreement unless specified and with certain restrictions.
13. **Use of refreshment bar:** Refreshments to be furnished by Renter, is included on the day of performance. Service or sale of food and beverages is permitted in the lobby area only. No food or beverage may be brought into the auditorium.
14. **Use of rehearsal hall:** Use of the rehearsal hall is not part of the basic theatre rental; if used during rental, e.g. as an additional changing room, an additional fee may be incurred at the discretion of the MWT.
15. **Renter must clean auditorium**, lobby, restrooms, dressing rooms and back stage areas, remove exhibits, scenery and equipment prior to completion of rental; failure to do so will result in a charge of additional staff hours and forfeiture of deposit.
16. **Staff:** One MWT staff person is required on premises at all times and shall be available as the primary technical source or lighting operator. Additional staff may be contracted from MWT for stage or house management duties. Staff fees above are estimates only. Actual billed hours are to be determined after final rental date.
17. **Billed Staff Hours** begin 15 minutes prior to the contracted rental start time and end 15minutes after the last rental associated person, including, but not limited to, Renters, technicians, performers and patrons, leaves the premises.
18. **Renters must provide adequate staff** for backstage and house management or contract with MWT for such staff.
19. **Parking is not provided;** on street parking is available in accordance with the regulations of the City of Santa Monica.
20. **Deposit:** Single day rentals require a deposit of not less than one third of the Total Rental Fee above to reserve rental date; multi-day rentals require not less than one full day rental fee as a deposit to reserve rental date; deposits will held as security for rental date and against damages; deposits are not advances and will not be applied to rental payments; deposits will be refunded at completion of the rental, less damages, and or staff payments; failure to cancel rental date prior to fourteen (14) business days before date of rental will result in loss of the deposit; Renters must pay in full for each use, prior to admitting of participants and audience.
21. **Overtime Rate:** Overtime is any portion of an hour past agreed time and is at the rate of \$180 per hour, or any percentage thereof; staff overtime is \$50 per hour.
22. **Payment:** All fees must be paid in advance of use. All checks are made payable to MORGAN-WIXSON THEATRE.
23. **Non-exclusive use:** The rental of this facility is non-exclusive; the Morgan-Wixson Theatre is a multi-use facility and, during the rental times provided for by this Agreement, other activities and rentals may be in progress including, but not limited to, rehearsals, performances and audience events, classes, ticket sales, meetings and the general business of the MWT; a good faith effort on all parties to not interfere with other activities is required; whole facility, exclusive rentals are not covered by this contract and must be negotiated separately.

The undersigned applicant, Renter, has read and agrees to the above provisions for use of the facilities of the Morgan-Wixson Theatre, located at 2627 Pico Blvd., Santa Monica, California 90405, and that this agreement is not valid until a deposit has been received and checks have cleared at a bank.

RENTER NAME	YOUR NAME & SHOW NAME PRODUCTIONS
EVENT NAME	5,6,7,8
TEL #	820-625-1717
FAX #	
ADDRESS	2627 Pico Blvd. Santa Monica, CA 91104
E Mail:	TurinaZamba@Sharmail.com
Contracting Renter Name and Signature	
Name	Title
Signed	Date

AMOUNT OF DEPOSIT RECEIVED			
AMOUNT OF RENTAL RECEIVED			
CONTRACTED TOTAL			
AMOUNT OUTSTANDING			
INSURER NAME	RIDER RECEIVED	YES	NO
INSURER PHONE:			
Theatre Management Name and Signature			
Name	Thomas Brown, Rental Manager	Title	
Signed		Date	