

Trinity Street Players Black Box Space Rental Contract



Organization Name _____
Address _____
Phone _____ Fax _____
Email _____ Federal Tax ID Number _____
Authorized Representative _____
Relationship to Organization _____
Address _____
Phone _____
Email _____
Box office phone number (this is required) _____

This Rental Agreement is entered into between First Baptist Church of Austin, Texas, hereinafter "FBCA," on behalf of Trinity Street Players, hereinafter "TSP," and _____ hereinafter referred to as "USER."

USER represents that its corporate status is that of a ___ For Profit ___ Non-Profit. If USER is non-profit organization for purposes of this Agreement, USER certifies that it is exempt under Section 501 (c)(3) of the United States Internal Revenue Code, and will provide FBCA with a copy of the IRS Group Ruling letter for USER.

Event Name _____
Rehearsal Dates and Times _____
Performance Dates and Times _____
If additional space is needed, add Attachment with rehearsal and performance dates and times.

Event name/artist/USER cannot change without written consent from FBCA.

FACILITY

1. Rental of the facility entitles USER to the use of the Black Box Theatre, 4th Floor dressing room areas, 4th Floor restrooms, 2nd and 4th Floor lobbies, house theatrical lighting and basic public address systems according to the calendar and schedule indicated in the Attachment. The theater and associated spaces will not be available on any Sunday until 1:00 P.M. If USER chooses to supplement any equipment it is at the sole cost of USER.
2. USER will be responsible for making rearrangements to seating and risers. USER's Stage Manager will meet with TSP's Executive Director for approval of seating requirements 21 days prior to start of event. USER will be responsible for keeping both chairs and risers in good condition, normal wear and tear accepted. Seating is up to four sides (in the round) with a total of 100 chairs.
3. USER will be responsible for hanging and removing curtains needed to mask back stage area or wings of stage, and will be responsible for keeping the curtains provided in good condition,

normal wear and tear accepted. USER's Stage Manager will meet with TSP's Executive Director to review where curtains may and may not be hung.

4. FBCA and TSP makes no warranty either expressed or implied, as to the condition, fitness, merchantability or suitability of the Facility for USER's purpose or needs. Prior to executing this contract, USER acknowledges that USER's authorized representative has had the opportunity to inspect the Facility and to become acquainted with the condition of the Facility, and has in fact done so. USER agrees to accept and use the Facility as is.

**We expect the black box will be a good venue for your production. Please be aware, however, that our theater is located inside a building that frequently holds other activities. The heavy dampening curtains in the theater do block most, if not all, of the sound originating from elsewhere in the building, and while our own Trinity Street Players and others who use the black box space have not found outside noise to be a problem, we cannot guarantee complete quiet during rehearsals or performances.*

5. USER may not make any alterations or attachments to the Facility (this includes seating areas/risers).
6. USER's Stage Manager will meet with FBCA's Business Administrator or Facilities Manager prior to rental to learn proper location for cleaning paint brushes, etc.
7. USER must turn in all rehearsal/performance dates and hours prior to rental. Changes to dates or times require notification sent to TSP Executive Director at FBCA two business days prior to date changed. Key codes are activated only for the schedule USER lists in attachment. Air-Conditioning/Heating will be prepared only for times listed in attachment.
8. After USER's schedule is turned in, **USER will receive up to 10 (ten) parking passes** for cast and crew on the surface lot located at the southwest corner of 9th and Trinity. Parking is managed for FBCA by a third party and, while it cannot be guaranteed, additional paid parking is usually available weekdays after regular hours and on weekends either on the surface lot or in the 811 Trinity garage. Parking at City of Austin meters around the church building is also usually available during these same time periods. **(Please see the attachment "PARKING INFORMATION" for details).**
9. USER will not make any unlawful or offensive use of the Facility. "Offensive" is here understood to be words or actions that violate the mission and spirit of FBCA. The designated FBCA liaison will have intermediate authority in all cases, and will present questionable cases to the ultimate authority of the Senior Pastor of FBCA.

FEES

1. The base rental fee is \$300 per calendar day, or \$1,000 per seven-day week. **(rental fee goes up to \$1,100 per week on September 1, 2018).**
2. The microphone rental fee is \$150 per mic, per month. An addendum for microphone rental must be signed. TSP offers up to 6 body mics.
3. A deposit of \$1,000 shall be paid when this contract is signed in order to reserve the date **(deposit goes up to \$1,100 on September 1, 2018).**
4. Not less than thirty (30) days prior to beginning of the rental period, USER will provide a standard Certificate of Insurance to FBCA in "Liability" on Page 5. Failure to provide the Certificate in a timely fashion is grounds for FBCA's canceling the lease.
 - a. If USER cancels use of space the following portions will not be refunded with the deposit:
 - i. Cancellation within 6 months of rental (180 days), \$300 will be retained
 - ii. Cancellation within 1 month of rental (30 days), \$500 will be retained
 - iii. Cancellation within a week of rental (7 days), \$1,100 will be retained
 - b. The entire deposit will be refunded (minus any costs for damage or misuse) the week after the rental is concluded. Checks will be issued on the Monday directly following USER's

rental dates and may be picked up from the FBCA office during normal business hours on the following Friday. Alternately, they will be mailed to the address provided on that Friday.

5. Rental Fees:

_____ Days @ \$300	= \$ _____
_____ Weeks @ \$1,000	= \$ _____
_____ Mics @ \$150/each for ____ months	= \$ _____
_____ Other _____	= \$ _____
_____ Total Rental Fees	= \$ _____

4. For a rental period of less than one week, the daily rental fee is due in full not less than 48 hours before the beginning of the event. For a rental period of one week or greater, the initial week's rental fee is due in full not less than 48 hours before the beginning of the event, and subsequent weekly payments, if any, will be due in full on the first day of each subsequent weekly period. Use of the facility space for rehearsal is considered to be the start of the event.
5. USER takes responsibility for any damage done to facility and will be charged in full for any fees incurred.

TECHNICAL

1. Payment of technical personnel is the sole responsibility of USER and payments made are separate from this contract and are not done through TSP.
2. USER's technical staff must meet with the TSP technical liaison for an overview of light and/or sound equipment prior to USER's first use equipment.
3. If determined by TSP that house system cannot support the event's sound or lighting needs additional sound or lighting reinforcement will be the sole responsibility of USER at USER'S cost.
4. Church dumpsters are for household trash, garbage, and recycling materials only. USER must remove set materials and debris from the premises.
5. All labor costs, if any, for technical staff are the sole responsibility of USER.

SETS, PROPS, AND COSTUMES

1. Sets pieces, props and costumes must be provided by USER.
2. USER must bring in own material for sets and tools used to construct sets. No use of TSP lumber, materials, tools, or paint is permitted unless specifically stated.
3. No paint or other materials may be disposed of in bathroom sinks, toilets or showers. Appropriate drains must be used.
4. USER must not use or borrow from TSP costume shop or props area. TSP costumes and props are not to be used without written permission 21 days before event. Request for use of specific costume or prop must be made through TSP liaison.

BOX OFFICE

1. TSP does not have a box office.
2. TSP is not responsible for reservations or ordering options. USER takes sole responsibility for ticket price, reservation and ordering.
3. USER must provide attendant to open the front doors (at 2nd Floor plaza) of FBCA for event patrons one hour prior to event. Only the front doors are to be used for event admission. When the front doors are open, the attendant must be present at all times to direct attendees to the theatre and to

refuse entry to anyone not attending the event. Doors of the church are otherwise to remain locked. USER's failure to comply with these requirements will result in immediate cancellation of this contract.

4. USER may set up will call or box office area on 2nd or 4th Floor only. Posters, signs or easels may be set up on 2nd Floor or in elevator one hour prior to performance to help people find their way to the black box. However, anything set up on 2nd Floor must be removed after every evening's performance. Tape is not allowed on the glass doors or windows, and posters should be affixed with UHU Tac or a similar product.
5. FBCA and TSP will not print tickets or posters for event.
6. Posters for event may not be hung inside or outside the buildings of FBCA without permission. Posters or other publicity designed to advertise specifically to the FBCA community (posters inside or outside the church building or notices in the FBCA newsletter or website) must first be approved by FBCA Business Manager. Any posters or other publicity advertising FBCA, TSP, the black box theatre, or otherwise indicating the 901 Trinity venue, will comply in all respects with relevant licensing and copyright requirements, and all liability for failure to comply with such requirements rests solely with the USER.

CONCESSIONS

1. All food and beverage concessions will be provided and operated by USER.
2. All revenue will belong to USER.
3. Alcoholic beverages may not be sold. USER's failure to comply with this requirement will result in the immediate cancellation of this contract.
4. TSP can provide a table(s) for concession use if USER requests in writing to one week prior to event. Request for a table(s) should be made through the TSP liaison 10 days prior to event with enough time for the request to go through the building manager 7 days prior to event.

SECURITY

1. USER's Stage Manager will meet with FBCA's Business Administrator or TSP's Executive Director prior to the rental period to learn about the church building's alarm system. The Stage Manager and, if any, the Assistant Stage Manager will receive an alarm code to deactivate and reactivate the church building's alarm system. The alarm code will be held solely by the Stage Manager/Assistant Stage Manager and is not to be shared with any other cast and crew. The alarm code will be activated the first day of the rental and deactivated after the last day of the rental. It is the responsibility of the Stage Manager/ Assistant Stage Manager to arrive for every rehearsal, work day, or performance prior to the cast and crew in order to deactivate the alarm before the cast and crew enter the building using the access code. False alarm responses which may result from failure to deactivate the alarm system will be deducted from USER's deposit at \$100 per incident.
2. It is the responsibility of the Stage Manager/Assistant Stage Manager to ascertain from the After Hours Building Log whether or not others are in the building before leaving the premises, and if not, to activate the alarm system. The After Hours Building Log is located on the "Welcome Desk" on the 2nd Floor.
3. USER will receive an access code for entry into church building that will be activated on first day of the rental and deactivated after the last day of the rental. The access code is to be given to cast and crew only for use during rehearsals and performance. USER will not give the access code to members of the public.
4. No doors to FBCA may be propped open or unlocked while unattended either for rehearsals or for performances.
5. Director and Stage Manager will receive information regarding where the key to the Black Box is

kept. Information regarding the key is not to be shared with cast and crew or the public. The key will be removed after the last day of the rental.

- 6. USER must keep attendants present at the main doors on the 2nd Floor for every performance.
- 7. If USER chooses to furnish safety personnel for performances, etc., only security personnel licensed by the City of Austin or State of Texas may be used around the facility. USER will be solely responsible for the cost of hired safety personnel.
- 8. USER's failure to comply with to comply with all SECURITY requirements herein will result in the immediate cancellation of this contract.

LIABILITY

Not less than thirty days prior to the beginning of rental period, USER will provide FBCA with a standard Certificate of Insurance for \$500,000, each occurrence, naming "First Baptist Church of Austin, Texas" as an Additional Named Insured. USER agrees to provide a legal defense and to indemnify and hold harmless and free from liability FBCA, its employees and members, TSP, its directors, agents, employees and volunteers, from and against any and all claims for damages, demands, costs or expenses which USER shall become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons suffered by reason of any act, omission or negligence of USER or arising from any accident or injury in connection with or attributable to the use of the facility by USER.

CUSTODIAL

- 1. USER is responsible to returning black box theatre, dressing rooms, and 2nd floor entry areas to their condition prior to rental except for normal wear and tear.
- 2. If stage floor or four posts were painted, they must be repainted flat black after event.
- 3. USER may incur loss of some or all deposit depending upon state of facility after it has been vacated by USER. Deposit funds may be used by FBCA to offset cleaning expenses if the theatre and associated areas are not returned to initial states of cleanliness.

AMENDMENTS

- This contract may not be amended or modified except in writing signed by all parties.

TSP Liaison to USER and Event Ann Pittman (Artistic Director), Sarah Zeringue (Executive Director), Steve Williams (Technical Director)

Address 901 Trinity Street Austin, TX 78701

Phone 512-913-7636 (Ann), 512-695-8906 (Sarah), 512-796-3700 (Steve), 512-476-2625 (FBCA Office)

Facilities Manager Phone for 24/7 Emergencies: Jim Stanford 512-695-9553

Email anncpittman@gmail.com; szingue@fbcaustin.org

The person signing this Agreement on behalf of USER represents and warrants that he or she, without exception or conditions, has all the requisite power and is duly authorized to sign this Agreement on behalf of USER and to legally bind and obligate USER thereof.

USER

Date

TSP Liaison

Date

FBCA Business Manager

Date

ATTACHMENT

USER must turn in all rehearsals/audition dates and hours prior to rental. Changes to dates or times require notification sent to Marshall Smith in FBCA's Business office two business days prior to date changed. Key codes are activated only for the schedule USER lists below. Air-Conditioning/Heating will be prepared only for times listed below.

USER's Schedule of Rehearsals and Performances:

ADDENDUM

WIRELESS MIC RENTAL

USER agrees to rent TSP's wireless microphones at a rate of \$150/month each for the term of this contract. Damage to microphones other than normal wear and tear will be deducted from USER's deposit.

USER

Date

TSP Liaison

Date

FBCA Business Manager

Date

PARKING INFORMATION

After USER's schedule is turned in, **USER will receive up to 10 (ten) parking passes** for cast and crew on the surface lot located at the southwest corner of 9th and Trinity. Parking is managed for FBCA by a third party, and, while it cannot be guaranteed, additional paid parking is usually available weekdays after regular hours and on weekends either on the surface lot or in the 811 Trinity garage. Parking at City of Austin meters around the church building is also usually available during these same time periods.

Additional parking information:

Rates are current as of July 29, 2016 and are subject to change without notice by third party parking management.

811 TRINITY GARAGE

The garage is free on Wednesday evenings and all day on Sunday.

The daily rate is \$3.00 every 30 min, with a daily max of \$24.00.
\$10 flat rate on Thursday, Friday, and Saturday evenings.

****Parking during downtown special events may be scarcer and costlier.****

If the LAZ Parking attendants keep to the established schedule, the elevator in the garage is turned off about 10:00 P.M. each night and stays off all day most Saturdays. Please have your patrons with limited mobility park on the plaza by the fountains (not under the awning).

SURFACE LOT (LOCATED AT THE SOUTHWEST CORNER OF 9TH AND TRINITY)

The surface lot fee is:
\$5 for 4 hours
\$8 for 9 hours
\$15 for 16 hours

****Parking during downtown special events may be scarcer and costlier.****

METERED PARKING

[HTTP://WWW.DOWNTOWNAUSTIN.COM/EXPERIENCE/PARKING](http://www.downtownaustin.com/experience/parking)

During the hours below, metered parking costs \$1 per hour. Meters have a maximum length of stay that varies by area. Metered parking is free during the hours not listed. Meters take MasterCard, Visa, debit cards, or coins.

Meter Hours:

Between Cesar Chavez and 10th Street, and between IH-35 and Lamar Blvd.

- Monday-Tuesday: 8 a.m.-6 p.m.
- Wednesday- Friday: 8 a.m.-Midnight
- Saturdays: 11 a.m. – Midnight

A free app from ParkMe can help you find real-time parking availability in the form of "heat maps" that show the most likely availability for parking on a block-by-block basis.

Download the City of Austin pay-by-phone app ParkX, register your license plate and provide your payment information to pay for parking without talking to a pay meter or station.