

RENTAL AGREEMENT

This agreement is made on _____ between _____, hereinafter referred to as "LICENSEE" and the School of Visual and Performing Arts hereinafter referred to as "THEATER SPACE".

In consideration of the mutual covenants contained in this agreement, LICENSEE and THEATER SPACE agree and acknowledges that they have read and understand the following, attached terms and conditions, and addendums:

LICENSED SPACE: THEATER SPACE grants LICENSEE permission to use the following portions of the THEATER SPACE

rehearsal days: all performance areas including stages and pit; all backstage areas including dressing rooms, wings, fly tower, green room, elevators, stage, audience areas including house, hallways and restrooms, and available parking. On performance days: all of the preceding.

In addition, LICENSEE has access along with the tenants and other guest of THEATER SPACE, to the common areas of the GREEN HALL "Premises". If LICENSEE or its agents are using the Premises when hours of use previously agreed to in writing are exceeded.

TERMS OF USE: LICENSEE is granted the privilege of occupation and use of the following premises only on the day(s) and at the time(s) stated within Addendum A and agreed upon by the parties.

LICENSEE shall pay to THEATER SPACE pursuant to the Addendum A fee structure and the Payment and Settlement provisions of the attached Terms and Conditions.

LICENSEE shall provide general liability insurance in accordance with the LICENSEE Terms and Conditions.

This agreement made on _____ sets forth the entire understanding between the parties with respect to the matter hereof and no modification, amendments, or waiver of this agreement or any provision thereof shall be binding upon either party unless confirmed and accepted in writing by both parties. The validity, construction, and effect of this agreement, and all extensions, modifications, and amendments hereof shall be in accordance with the laws of the Commonwealth of Virginia.

In witness whereof, the parties have executed this agreement as of _____:

LICENSEE

Printed Name, Signature, and Title Date

THEATER SPACE

Printed Name, Signature, and Title Date

RENTAL AGREEMENT TERMS AND CONDITIONS

1. FEE TERMS, EXPENSES, AND CHARGES: LICENSEE shall pay THEATER SPACE the cumulative total of all expenses, fees, and charges that may arise out of LICENSEE'S use of the Premises including, without limitation, the basic facilities fee, and supplemental fees, defined as:

a. BASIC FACILITIES FEE: LICENSEE agrees to pay THEATER SPACE a basic facilities fee for their use of the Premises. Basic facilities fee shall be defined as the fee for the use of the THEATER SPACE Premises and the other basic services. In addition to the use of the premises, TOWER TEHATER shall provide to the LICENSEE for the event(s) at THEATER SPACE expense heating or air conditioning, and overhead light for ordinary use of the facility. One daily cleaning of all public spaces shall be provided to the LICENSEE. LICENSEE shall be given access to stage, dressing rooms, orchestra pit, green room, lobby, seating area, in house equipment, elevators, wings, fly loft. THEATER SPACE will provide one house manager to oversee performances in relation to the event(s), maximum 10 hours per day and no later than 12am. If rental exceeds maximum hours or extends past 12am, an additional hourly fee may apply. See Addendum A for THEATER SPACE basic facilities fee.

All other services, including provision of personnel, shall be at the expense of the LICENSEE. LICENSEE shall be charged additional cleaning service fees for any facilities left in a less than acceptable manner. See Addendum A for fee structure.

b. SUPPLEMENTAL FEES: LICENSEE agrees to pay THEATER SPACE all supplemental fees which shall be defined as the cumulative total owed to THEATER SPACE for facilities, services, and any out of pocket expenses accrued by the THEATER SPACE and requested by the LICENSEE in relation to the LICENSEE'S use of the premises in addition to the basic facilities fee as described above. Rate cards will be available through the THEATER SPACE staff. Out of pocket expenses include but are not limited to: supervisory staff, designers, equipment rental, equipment operation, facility or property damages for LICENSEE'S event(s). See ADDENDUM A for THEATER SPACE fee structure and labor costs.

2. PAYMENT AND SETTLEMENT: LICENSEE must pay THEATER SPACE a 10% deposit of basic facilities fee in the amount set forth in Addendum A on the date set forth by the THEATER SPACE . LICENSEE agrees that all deposits, basic facilities fee, and supplemental fees are non-refundable in the event that LICENSEE withdraws or cancels any of its agreed uses of the premises; such deposits and fees shall be refunded to LICENSEE should THEATER SPACE withdraw or cancel any of its agreed uses of the premises by LICENSEE. LICENSEE shall return any and all signed event agreements with the specified deposit amount on the date specified. Failure to return the signed and executed event agreements on the date specified can result in the loss of the event booking.

THEATER SPACE shall provide to LICENSEE an invoice for the remaining 90% of the basic facilities fee, to be paid to LIBERTY UNIVERSITY DEPARTMENT OF THEATRE ARTS no later than 7 business days prior to the event(s). A final invoice of all supplemental fees owed to the THEATER SPACE by the LICENSEE will be provided to the LICENSEE at the conclusion of the event(s) and all payments are due to the THEATER SPACE no later than 7 business days after receipt.

3. ADDITIONAL EQUIPMENT: Additional equipment outside of the THEATER SPACE inventory is the full responsibility of the LICENSEE. All additional equipment rentals must be approved by the THEATER SPACE 's Production Manager at least fourteen (14) days prior to the event(s).

4. SCENE SHOP: The THEATER SPACE 's scene shop and loading dock will be available to the LICENSEE for use in conjunction with the LICENSEE'S scheduled event(s) upon request. The scene shop personnel is unavailable to LICENSEE unless compensated (See ADDENDUM A for THEATER SPACE fee structure and labor costs.) Use of the scene shop must be coordinated and scheduled with the THEATER SPACE 's Production Manager at least 30 days before the event(s).

5. ALCOHOL and TOBACCO: LICENSEE is not permitted to serve alcohol on the campus of LIBERTY UNIVERSITY. LICENSEE and patrons are not permitted to drink alcohol, vape or smoke tobacco products while on the campus of LIBERTY UNIVERSITY.

6. STAFFING: The THEATER SPACE will require that staff be given breaks as follows:

- Fifteen minutes every two and a half hours
- One-half hour meal breaks every five hours (if food is provided by LICENSEE)
- One-hour meal breaks every five hours (if food is NOT provided by LICENSEE)

7. ADDITIONAL PAINTING SERVICES: The THEATER SPACE may charge the LICENSEE additional paint fee in the event that the LICENSEE requires a specific floor treatment on stage.

8. STAGEHANDS: Stagehands and technicians may be employed for use of the Premises for certain theatrical presentations including rehearsal. Personnel authorized by the THEATER SPACE must operate stage lighting, audio, rigging console, and all technical equipment. For all required stagehands and technicians, the cost, expenses and responsibility for any such stagehands shall be the sole obligation and responsibility of the LICENSEE.

9. OTHER PERSONNEL OR SERVICES: Arrangements for other personnel or services not otherwise provided for in the Agreement or Addendum A be needed for any event(s), the cost, expense, and responsibility for any such other personnel or services shall be the sole obligation and responsibility of the LICENSEE. Outside personnel or services must be authorized by the THEATER SPACE no later than fourteen (14) prior to the event(s).

10. CANCELLATION: In the event that THEATER SPACE should determine that a reasonable basis exists for concluding either that there has been a default nonperformance or breach of any of the warranties, terms or conditions of the AGREEMENT by LICENSEE or that LICENSEE has abandoned or canceled the event, THEATER SPACE shall have sole and complete discretion to declare the event to be canceled and THEATER SPACE shall be authorized to retain LICENSEE'S initial deposit.

11. INSURANCE: LICENSEE shall obtain and maintain until the end of the residency, commercial general liability insurance coverage with respect to claims arising out of the subject matter of the agreement or out of LICENSEE'S use of the premises for each event throughout LICENSEE'S residency. The type of coverage required by LICENSEE must meet and shall not be less than an umbrella form coverage in a minimum amount of \$1,000,000 aggregate and \$1,000,000 each occurrence.

LICENSEE shall name THEATER SPACE , their officers, agents, employees, and volunteers as additional insured on the above policy. LICENSEE shall provide THEATER SPACE at least fifteen (15) business day prior to the event, a certificate evidencing the required insurance policy. Failure to do so shall warrant ground for ACADEMY CENTER to cancel the event.

12. INDEMNIFICATION AND ALLOCATION OF RISK: LICENSEE agrees to be responsible for and pay, indemnify, and hold harmless THEATER SPACE , their officers, agents, employees, and volunteers against any and all claims, damages, injuries, loss, costs, and expenses, including but not limited to reasonable attorney's fees of any type or nature resulting from any claim or legal action of any nature whatsoever, whether or not reduced to a judgment or settlement, or for any liability of any nature whatsoever that may arise against THEATER SPACE , their officers, agents, employees, or volunteers in connection with the event(s) or in connection with any of the rights and privileges granted by THEATER SPACE to LICENSEE in the Agreement, including without limitation, any patent, trademark, franchise, copyright, libel, defamation claim or suit, and any claim or suit based upon LICENSEE'S or LICENSEE'S agents, servants, employees, or invitees intentional or negligent acts or omissions, provided such damage or loss is not due to the intentional or negligent acts or omissions of THEATER SPACE , their officers, agents, employees, or volunteers.

LICENSEE further warrants that all copyrighted materials to be performed during the event(s) have been duly licensed or authorized by their copyright owners and LICENSEE agrees to be responsible for all license and royalty fees incurred by reason of the performance and, in addition to any provisions contained elsewhere in the Agreement, to indemnify and hold THEATER SPACE , their officers, agents, employees, and volunteers harmless from any and all claims, losses or expenses incurred with regard thereto.

LICENSEE agrees to hold THEATER SPACE , their officers, agents, employees, and volunteers harmless from any damage to or loss of any property of the LICENSEE and to indemnify them for any claims that may be asserted against them for any such damage or loss, provided such damage or loss is not due to the gross negligence of THEATER SPACE , their officers, agents, employees, or volunteers.

Subject to scheduling and space availability, equipment or property may be allowed onto the Premises designated by THEATER SPACE before the rental period but must be completely removed within the rental period. If equipment or property needs to be dropped off then prior to rental period it needs to be authorized by the THEATER SPACE's Production Manager no later than fourteen (14) prior to the event(s).

13. AGREEMENT TO QUIT PREMISES: LICENSEE agrees to quit the Premises at the end of term(s) of this Agreement and leave the Premises and any other THEATER SPACE property in the same condition as at the commencement of the event(s), ordinary wear and tear accepted.

LICENSEE shall pay on demand to THEATER SPACE any costs associated with repair or replacement for damages deemed by THEATER SPACE in its sole and complete discretion to be material and not as a result of ordinary wear and tear, which damages occurred to the Premises or any other THEATER SPACE property as a result of LICENSEE'S use of the Premises. LICENSEE and THEATER SPACE staff will perform a walk-through inspection and documentation at the beginning and end of each rental of premises by LICENSEE of the condition of all premises and equipment to be used by LICENSEE.

14. CONTROL OF FACILITY AND RIGHT TO ENTER: In permitting the use of the Premises, THEATER SPACE does not relinquish the right to enforce all necessary and proper rules and laws for the management and operation of the Premises and the facility and the safety of its citizens. Duly authorized representatives of the THEATER SPACE may enter the Premises at any time and on any occasion without restriction, for the enforcement of any such rules and laws. THEATER SPACE reserves the right to remove or cause to be ejected from the Premises any person engaging in dangerous, unsafe or illegal conduct and neither THEATER SPACE nor its agents, officers, employees, or volunteers shall be liable to LICENSEE as a result of the exercise by THEATER SPACE of such right. THEATER SPACE reserves and maintains the absolute right to stop or prevent the event and evacuate the Premises, wherein THEATER SPACE's sole and exclusive discretion, such action is required for public safety, without any liability on the part of THEATER SPACE or its representatives to LICENSEE or others. Doors to the Premises shall be opened for the event(s) at such times and in the manner prescribed by LIBERTY UNIVERSITY EMERGENCY ACTION PLAN at THEATER SPACE .

15. MATTERS BEYOND THE CONTROL: THEATER SPACE shall not be held liable or responsible of any type to the LICENSEE for any failure(s) to perform any of the terms or conditions of ACOA Residency Agreement or the furnishing of any of the facilities, utilities or services called for by the ACOA Residency Agreement that may be due to causes that are beyond THEATER SPACE's control. These include but are not limited to: accidents, Acts of Nature, weather, failure of equipment, strikes, lockouts, or any orders of the local, state, or federal government.

16. SETS, PROPS, AND SPECIAL EFFECTS: Any pyrotechnics, scenery, props, decorations or any other special affects must be reviewed and approved in advance of the event(s) by the THEATER SPACE . Tapes, tacks, paint of any kind, nails, or screws may not be used on the stage, ceiling, or walls of the facilities. Production tape, defined as gaff, glow, and spike tape may be used on the stage. Any materials such as confetti, glitter, or liquids that may leave a residue on the stage floor by which a person may slip and fall may not be used. No open flames are allowed on the Premises without the prior approval of the THEATER SPACE .

17. TICKETING: THEATER SPACE agrees to allow the LICENSEE to sell and manage tickets to any of the LICENSEE'S event(s) within the Premises.

RENTAL ADDENDUM A

1. Basic Facilities Fee

| Day | Includes | Cost |
|-------------------------|--|---------|
| Performance Day | <ul style="list-style-type: none"> • Heating and Air Conditioning • Overhead Lighting • Access to: stage, dressing rooms, orchestra pit, green room, lobby, seating area, in house equipment • AEA Access to: elevator • 1 daily cleaning of common areas of the facilities • One THEATER SPACE staff member to oversee facility | \$1,500 |
| Tech Day /Rehearsal Day | <ul style="list-style-type: none"> • Heating and Air Conditioning • Overhead Lighting • Access to: stage, dressing rooms, orchestra pit, green room, lobby, seating area, in house equipment • AEA Access to: elevator • 1 daily cleaning of common areas of the facilities • One THEATER SPACE staff member to oversee facility | \$1,000 |

2. Personnel

| Personnel Title | Job Description | Cost per hour |
|---------------------------|---|---|
| Lighting Design/ Operator | <ul style="list-style-type: none"> • Lighting Design • Light board Operation | \$20.00 per hour (no more than 10 hours a day) |
| Sound Designer/ Engineer | <ul style="list-style-type: none"> • Sound Design • Sound board operation | \$20.00 per hour (no more than 10 hours a day) |
| Rigging Operator | <ul style="list-style-type: none"> • Proper rigging techniques • Safely hung scenery • Rigging console operation | \$20.00 per hour (no more than 10 hours a day) |
| Carpenter | <ul style="list-style-type: none"> • Scene Shop set construction projects | \$15.00 per hour (no more than 10 hours a day) |

| | | |
|--------------------|---|---|
| Technical Director | <ul style="list-style-type: none"> • Backstage leadership • Load-in of set on stage | \$20.00 per hour (no more than 10 hours a day) |
|--------------------|---|---|

3. Additional Facilities

| Space | Includes | Cost |
|-------------------|--|---------------------------|
| Black Box Theater | <ul style="list-style-type: none"> • Black Box Theater, Dressing Rooms, Black Box Green Room, Black Box Lobby | \$1,200.00 per day rental |
| Scene Shop | <ul style="list-style-type: none"> • Loading Dock, All equipment | \$1,500.00 per day rental |