



THE OHIO THEATRE

3112 Lagrange St
Toledo, OH 43608
419-482-8164

Event Planning Worksheet

| | | | |
|-----------------------------|--------------------------------------|-------------------|----------------------------|
| Event Name: | | | |
| Primary Contact: | Phone: | Email: | |
| Mailing Address: | | | |
| Event Date: | | | |
| Doors Open: | Event Start: | Event End: | |
| Expected Attendance: | Expected number of Cast/Crew: | | |
| Please Circle: | Individual | For-Profit | School or Nonprofit |

NOTE: The Ohio Theatre may be rented from 8:00AM – Midnight only.

Type of Event

- | | |
|--|--|
| <input type="checkbox"/> Movie / Film Screening | <input type="checkbox"/> Conference / Meeting |
| <input type="checkbox"/> Concert / Recital | <input type="checkbox"/> Other (please specify): _____ |
| <input type="checkbox"/> Play / Theatre Production | |
| <input type="checkbox"/> Party / Reception | |

Theatre Amenities Requested

- | | |
|---|---|
| <input type="checkbox"/> Stage | <input type="checkbox"/> Projector |
| <input type="checkbox"/> Green Room | <input type="checkbox"/> Microphones |
| <input type="checkbox"/> Box Office | <input type="checkbox"/> Risers, Platform Staging |
| <input type="checkbox"/> Concessions | <input type="checkbox"/> 6 or 8 ft Tables (\$25) |
| <input type="checkbox"/> Bartender (\$40/evening) | <input type="checkbox"/> 60" Round Tables (\$25) |
| <input type="checkbox"/> Stage Lighting | <input type="checkbox"/> 30" Round Tall Bistros |

Multimedia and Schedule

'Producer' is responsible for providing multimedia in advance to be tested prior to the event (music, movies, PowerPoint slides, etc.). If applicable please send a detailed set list or event schedule to Diane Schroeder at info@historicohiotheatre.org

Rental Rates

The standard event package includes 4 hours, box office, dressing rooms, equipment available, and trash. Contract services such as security and bartenders (if applicable) must be arranged through the theatre. Load-ins must be scheduled and confirmed with Ms. Reid.

| | School / Non-Profit | All Other | Subtotals |
|--------------------------------|-------------------------|-------------------------|-----------|
| Rental Fee (4 Hours) - Weekday | \$450 | \$525 | |
| Rental Fee (4 Hours) - Weekend | \$550 | \$625 | |
| Weekly Rental (Sun-Sat) | \$1900 | \$2100 | |
| Additional Set-Up (4hrs) | \$300 | \$400 | |
| Parking (required for events) | \$100 | \$100 | |
| Bartender | \$40 (\$10/hr min 4hrs) | \$40 (\$10/hr min 4hrs) | |
| Technician (sound/lights/etc) | \$22/hr (min 4 hrs) | \$22/hr (min 4 hrs) | |
| Additional Staff | \$22/hr | \$22/hr | |
| Totals: | | | |

***Please note this chart is only an estimate for your planning and the final invoice may vary depending on actual usage and requests for alcohol or other incidentals as they may apply.**

Technology

- Basic lighting with limited specials
- Basic sound for reinforcement
- 2 wireless handheld microphones
- HD Projector with 30' wide Retractable Screen
- Playback of media files: CD disc, mp3 devices, DVD's, video files, external hard drives
- 5.1 digital audio system
- Floor monitors for performers on stage and backstage
- Headset communication with control station*
- **Additional technology may be provided at additional costs, including 8 wireless body mics.*

Marketing

- 4 lines on our exterior Marquee (limited characters)
- Postings to Ohio Theatre Website Calendar and Facebook Page (please submit digital poster in jpg format and any details you would like posted)

Facility & Event Support

Each standard rental may use at no cost:

- Up to three 6ft tables at no cost.
- Up to 30 Banquet Chairs. These do not include ADA accessible chairs on the main floor.
- Wardrobe Z-Racks (4 total) for costumes or audience coats, at no charge.
- Set up for quick-changes backstage. (Limited Backstage)

Seating Area and Event Layout

If tables are requested, please describe the seating arrangement or layout of the event.

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Volunteers

Each Rental is responsible for recruiting at least one volunteer for each of the following positions as needed:

Box Office, Concessions, and Ushers. Please list volunteers below:

| Name | Phone | Volunteer Position |
|------|-------|--------------------|
| | | |
| | | |
| | | |
| | | |

Dates and Times: Please list dates for performances and rehearsals, including load in and set up time.

| Date | Start and End Times | Description of Activities |
|------|---------------------|---------------------------|
| | | |
| | | |
| | | |

Event Rental Agreement

This Agreement is executed by and between the Children's Theatre Workshop of Toledo, owner of The Ohio Theatre ("Theatre"), a non-profit organization and:

| |
|------------------------------------|
| 'The Producer' |
| Name and Title: |
| Mailing Address, phone & email: |

WHEREAS, Theatre offers our facilities for public rental to the Producer as set forth in this agreement, and

WHEREAS, the Producer wishes to rent our facilities with the purpose of hosting an event.

NOW, THEREFORE, the parties agree as follows

ARTICLE I STATEMENT OF SERVICES

- A. The Producer chooses to rent the Theatre's facilities for the purposes of producing an event.
- B. The Producer will furnish its own support staff; materials, tools, equipment and other supplies necessary for the satisfactory performance of the Services under this Agreement, unless otherwise stated in this agreement.
- C. The Producer warrants that the work to be done in our facilities will be performed in a professional, timely, and appropriate manner and will comply with specifications and other requirements set forth in this Agreement. The Theatre may, at its option, require the Producer to correct any errors or deficiencies within a mutually agreeable time period, at no cost to the Theatre and in accordance with the provisions set forth in this Agreement.
- D. Rental of the following spaces in the Ohio Theatre include:
 - 1. Auditorium
 - 2. Dressing Room space available at front of house
 - 3. Use of Lighting System with the existing house plot, basic lighting with limited specials
 - 4. Use of Sound System with two wireless microphones
 - 5. Use of Lobby Display and one table for information and sales
 - 6. Use of the Outside Marque before the event
 - 7. Parking security
 - 8. Additional Services, such as, specific lighting specials, additional audio setup, lighting or sound operators, house management, ushers, catering or bar services, must be arranged at time of this contract. See Article II.

ARTICLE II ADDITIONAL SERVICES

The Producer may also request the use of additional service staff for complex productions. Producer will acknowledge fair wages, appropriate breaks, and safe conditions for service staff. Unplanned services will be met only when service staff is available on short notice. Should call times extend beyond the

agreed event period, service charges may increase. Services will be invoiced and paid by the Producer within 3 business days of the event.

Technical staff will be paid \$20/hour minimum.

1. Lighting or Sound Operators
2. Stage Manager
3. Stagehand
4. Video Operator
5. House Manager
6. Special Effects and Equipment Rental must be cleared with the Theatre representative. No pyrotechnics or open flames will be permitted without Fire Marshall's endorsement.
7. Bar Services are arranged through Children's Theatre Workshop under separate contract. See a theatre representative for rules on catering and bar services on site.

ARTICLE III COMPENSATION

- A. Under this agreement the Producer agrees to compensate the Theatre for each public performance in accordance with Article I and II.
- B. The Producer agrees to pay 50% of the total amount 30 days prior to use of the Theatre facilities.
- C. The Producer agrees to pay the Theatre in full within three (3) business days of receipt of final invoice.
- D. Unless expressly provided elsewhere in this Agreement, the Producer will be responsible for and assume expenses incurred in performing this Agreement.
- E. Charges to Theatre identified in this Agreement are complete and no additional charges of any type will be added without the Theatre's express written consent.
- F. The Producer may not use the Theatre's name or tax exempt status in any charges or expenditures.
- G. Checks should be made out to: "Children's Theatre Workshop" and sent to: **2417 Collingwood Blvd, Toledo, OH 43620**
- H. Producer agrees to follow the payment schedule as outlined below.
 - 50% Deposit – 30 Days Prior to Use of Facilities
 - Balance Remaining – Three (3) business days of receipt of final invoice

ARTICLE IV TIME OF EVENT

The term of this Agreement will commence at the signing of this agreement and continue through the event's closing, unless terminated earlier as provided herein. Specific Performance dates, times and rehearsal schedules and times will be mutually agreed upon by Theatre and Producer. Any unexpected changes must be confirmed in writing.

ARTICLE V FEE SCHEDULE and REHEARSAL DATES

The base rental fee **does not** include access to the space for any timeframe outside of the scheduled and paid timeframe. Producer is expected to provide a schedule and any changes in a timely manner with confirmation by the Theatre Manager.

Note: The Ohio Theatre may be rented from 8:00AM – Midnight only.

ARTICLE VI CANCELLATION POLICY

The Producer may cancel the reservation up to 30 days before the scheduled event without penalty. If the Producer cancels within 30 days of the event, the Theatre will retain 50% of the deposit and refund the balance. This includes unforeseen circumstances such as inclement weather and production interruption.

ARTICLE VII SUSPENSION AND TERMINATION PROVISIONS

The Theatre may, at any time during the term of this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to Producer. The Producer will be expected to prorate any rental fee based on the number of completed performances and pay the Theatre within three (3) days after the date of receiving written notice of suspension or termination, less any payments previously made. The Producer agrees to waive any right to, and shall make no claim for, additional compensation against the Theatre by reason of such suspension or termination.

In the event this Agreement is terminated prior to its completion, the Producer will restore to order any equipment, Theatre property or facilities to the condition the facility presented upon first scheduled use. All such materials and equipment remaining in the facility will become and remain the property of the Theatre. Any damage to the materials, equipment or facilities will be charged in an invoice to the Producer.

ARTICLE VIII NOTICE

Any notice to either party hereunder must be in writing signed by the party giving it, and will be served personally or mailed to: Children's Theatre Workshop, 3106 Lagrange Street, Toledo, OH 43608.

Address changes of the Producer during time of contact must be submitted to the theatre representative.

ARTICLE IX INSURANCE

Producer represents that it holds all insurance coverage that is required in the normal course of business, including workers' compensation, auto liability and general liability insurance. Producer will name the Theatre as additional insured. Producer will, upon execution of this agreement, furnish the Theatre certificates of insurance evidencing that such insurance has been procured and that the terms will cover the entire period of the contract.

ARTICLE X INDEMNIFICATION

Producer agrees to indemnify the Theatre, its governing board, officers, employees, agents, students and the state of Ohio from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, and attorney's fees, which may arise out of Producer's performance of this Agreement, except to the extent such are caused by the sole fault or negligence of the Theatre. Producer agrees to indemnify the Theatre against any and all fees, losses, damages, liabilities, expenses,

demands, and judgments, including court costs, and attorney's fees, suffered by failure to perform this Agreement according to its provisions and in accordance with the Statement of Services.

ARTICLE XI LIMITATION OF LIABILITY

IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUE, ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF SERVICES UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY OR DAMAGE ARISES FROM CONTRACT, TORT, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGE.

ARTICLE XII COMPLIANCE WITH LAW AND THEATRE POLICIES

Producer hereby agrees that in the course of the Producer's Rental Agreement, the Producer will comply with all applicable federal, state, local government statutes, ordinances and regulations, and Theatre policies and procedures.

ARTICLE XIII INDEPENDENT CONTRACTOR

The Producer, its agents and employees are at all times acting as independent contractors and not as employees of the Theatre or its corporate affiliates. Nothing in this Agreement is intended or will be construed to create any relationship between the parties other than that of independent contractors.

ARTICLE XIV ADVERTISING

The Producer will not appropriate or make use of the Theatre's name or other identifying marks or property in its advertising without prior written consent of the Theatre's Office of Marketing and Communications.

ARTICLE XV TAXES

The Theatre is operated by the Children's Theatre Workshop, which is a 501(c) (3) tax exempt organization. An exemption certificate is available upon request. Producer may not use this tax exempt status in arranging purchases.

ARTICLE XVI SEVERABILITY

Each of the provisions of this Agreement shall be deemed separate and severable each from the other. In the event that any provision or portion of the Agreement shall be determined to be invalid or unenforceable for any reason by final judgment or a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

ARTICLE XVII GOVERNING LAW

This agreement shall be construed according to the laws of the State of Ohio and constitutes the entire understanding between the parties as of the commencement of the term of the agreement hereunder, and supersedes all prior agreements and understandings between the parties, and cannot be changed or

terminated orally, and is binding upon the parties' successors, heirs, executors, legal representatives, and permitted assigns.

ARTICLE XVIII MISCELLANEOUS

This Agreement may be amended only by a writing signed by an authorized representative of the Theatre and the Producer. Except as specifically permitted herein, neither this written Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent, and any attempt to the contrary shall be void. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. And such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. Headings are for reference purposes only and have not substantive effect, where the language or context provides, the provisions of this Agreement shall survive any terminations of this Agreement

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the dates set forth below

PRODUCER

THEATRE Representative

Print Name:

Print Name:

Signature:

Signature:

Title:

Title:

Date:

Date:

Checks should be made out to: "Children's Theatre Workshop" and sent to this address:
Children's Theatre Workshop
2417 Collingwood Blvd
Toledo, Ohio 43620

Questions? (419) 482-8164 or info@historicohiotheatre.org