



Freehold Theatre, Belltown – Community Resource Contract

This contract serves as an agreement between Freehold Theatre and the Producing Company, the Producer/Fiscal Agent for this project, hereafter referred to as Producer.

Producer Name	_____
Producer Mailing Address	_____ _____ _____
Phone	_____
E-Mail address	_____
Fiscal Agent SS # or Company UBI	_____
Date of contract	_____
Company Name	_____
Show Name	_____
Alternate Contact	_____
Phone	_____
Technical Director	_____
Phone	_____
E-Mail Address	_____

Producer is financially responsible for any activities related to this project, including the activities of any project artists and staff, paid or volunteer. Producer must not exceed 40 seating capacity. Freehold will provide use of the facility for the times specified within Attachment A, and specific technical and support services as delineated herein, but assumes no additional responsibilities, and will provide no staff, for any other aspect of the production.

Performance fee:	\$125.00 per night (6:00pm to 11:00pm)
Additional rehearsal time	\$15.00/hr
Damage/Strike Deposit:	\$150.00
Technical Director:	\$45 Orientation

Total amount on contract:

Payment Schedule:

Payment 1:
Payment 2:

Payment schedule is determined by the following:



A non-refundable 1st payment of the greater amount of 25% or \$100.00 of the total contracted amount is required at the time of contracting to reserve the space. The space will not be held without this payment. In addition, a separate \$150.00 Strike/Damage deposit and key deposit check is due at the time of payment 2.

The balance on this contract is due in one installment the Monday prior to a one-weekend contract, or two installments on the first two Mondays prior to the weekends of performance on a multi-weekend contract, unless otherwise specified in the contract.

Producer acknowledges that any time booked in addition to the times listed on Attachment A is considered a separate agreement, and will be paid for according to the rules of that agreement.

Freehold will not be held responsible for lost or stolen items during the period of this rental, including tech, dress and additional rehearsal time. All items must be stored in designated backstage area. Freehold is not responsible for the functionality of borrowed equipment during the course of your production but will ensure that everything is functional prior to your first Tech rehearsal.

Freehold will provide:

- 1) Access to the space as scheduled.
- 2) One set of keys to the facility, to be picked up no more than 7 days prior to the opening of the production.
- 3) One hour of light and sound board training to be scheduled by artist with Freehold's on-call Technical Director.

Producer will:

- 1) make payments as per payment schedule on Page 1.
- 2) carry a liability insurance policy with a minimum coverage of \$2million, naming Freehold as additionally insured, for the duration of this rental agreement.
- 3) be liable for any and all risks and litigation caused during tenancy. Producer will submit a copy of proof of insurance to Freehold. Freehold, as well as the Building owners, shall be held harmless from any litigation pursuant to producer's tenancy. Producer must prove that insurance been obtained by providing certificates of insurance. All documents must be received no later than 2 weeks prior to opening, or Freehold reserves the right to cancel the contract.
- 4) be responsible for all City of Seattle Tax on Admission, if applicable. (Contact Sonny Orteis of the Seattle Department of Finance (684-8401) to determine if Producer is liable for said taxes.)
- 5) submit name of Technical Director for approval no fewer than four weeks prior to load-in.
- 6) schedule a walk-through with Freehold's on-call Technical Director no less than fifteen days prior to opening night.
- 7) not make any alterations to the space, equipment, or furniture.
- 8) not use Freehold studio furniture or props.
- 9) be responsible for initial tuning and upkeep of piano if using piano during the rental.
- 10) clear the main body of the performance space between rehearsals and performances.
- 11) comply with City of Seattle Fire Code: will not disable or block either of the exit lights, or impede either fire exit in the space, will not use open flame in production, will not block wheelchair access. *Any non-compliance will result in immediate closure of Producer's show, with all moneys due.*
- 12) report any technical or other difficulties to Freehold.
- 13) be responsible for nightly clean up, restore, and securing of the space, and will be responsible for a full strike on the final night of performance including any lighting and sound



- equipment borrowed from Freehold, to be complete by midnight. (See Attachment B: Strike Notes)
- 14) keep noise to a minimum during technical rehearsals, and will not knowingly interrupt other classes or rehearsals.
 - 15) provide Freehold with 4 comp tickets to the production.
 - 16) comply with all building rules, which include no smoking in the building, including no smoking as part of a production, and no alcohol to be served without the appropriate license and permission from Freehold.
 - 17) provide Freehold with a copy of the program, and a tally of the total audience count.
 - 18) agree to abide by the provisions set forth in the Guest Artist Manual.
 - 19) use the 2nd Ave street entrance, and encourage the use of that entrance by audiences
 - 20) All marketing materials shall describe their relationship with Freehold as follows:
 - “[Company Name] presents [Show Name] at Freehold Theatre, 2222 2nd Ave”
 - or
 - “ A[Company Name] production at Freehold Theatre, 2222 2nd Ave”
 - or
 - Produced by [Company Name] at Freehold Theatre, 2222 2nd Ave
 - 21) accept full responsibility to secure rights and pay royalties for any event associated with producer. Producer will be liable for any unpaid royalties. Freehold, as well as the building owner, shall be held harmless from any litigation pursuant to unpaid royalties. Producer must prove that performance rights have been obtained by providing copies of performance licenses/contracts, and proof of payment (copy of check or receipt). In the event that the work presented is original performance material, producer will submit a letter from originating artist releasing rights to producer. All documents must be received no later than 2 weeks prior to opening, or Freehold reserves the right to cancel the contract.

Provisions:

Cancellation: If Producer cancels this contract within 9-14 days of the contracted dates, a total of 75% (an additional 50% after the non-refundable installment payment of 25%) of the performance fee will be due to Freehold. This balance will be paid in full by the date of the first originally scheduled performance. If canceled within 8 days of the contracted dates, Producer is responsible for the entire contracted amount. Partial cancellation will be pro-rated based on the above schedule.

Freehold may cancel this agreement on 30 days written notice. In such case, all deposits will be refunded. In case Freehold must cancel this agreement, Producer will hold Freehold harmless for all liability.

Strike: Producer is responsible for strike. If strike is incomplete, and time allows, Producer will be asked to correct the problem by a specific time, and will be charged \$20.00 per hour for any additional space they use. If time does not allow, or if Producer fails to complete strike at the agreed upon time, Producer will be charged \$30.00 per hour for Freehold labor, which will be deducted from the Damage/Strike deposit.

Late payments: Late payments will be charged a \$25.00 late fee. Accounts that become 90 days past due will be sent to a collection service.

Signatures:

Producer	_____	Date	_____
Freehold	_____	Date	_____
	Lucinda Stroud, Operations Manager		



Attachment A:

The following is a list of time that is currently scheduled for your production, and for which you have been contracted. Please read it carefully. Rehearsal time booked beyond this contract is a separate transaction with Freehold; payment for rehearsal booked beyond this contract is due before the rehearsal.

Strike must be completed by: 11:00pm, last night of performance

Check out: Monday, 10a.m., following the last night of performance.

Producer	_____	Date	_____
Freehold	_____	Date	_____
	Lucinda Stroud, Operations Manager		

ATTACHMENT B

Strike Notes:

Nightly duties include, but are not limited to:

- ◆ Pick up trash from seating area and lobby.
- ◆ Store all props and set pieces in designated areas as determined by Freehold's TD during walk-through.
- ◆ Clean up dressing room which includes restoring furniture and sweeping.
- ◆ Take garbage from all designated areas out to the alley each night. Make sure the dumpster is locked when you are finished. Lock the deadbolt on the back door, and the inner door should be locked as well.
- ◆ Sweep and mop stage area.
- ◆ Check all bathroom supplies, and restock as needed.
- ◆ Secure the space by clearing all people, closing all windows, locking up equipment, turning out lights, and locking the space.

Final strike duties include, but are not limited to:

- ◆ Full strike of all lighting and sound equipment.
- ◆ Remove all tape from the floor
- ◆ Take garbage from all designated areas out to the alley.
- ◆ Pick up trash from seating area and lobby.
- ◆ Remove all props, furniture, and any other show-related items, including any posters hung in the building.
- ◆ Clean up dressing room
- ◆ Sweep and mop the stage
- ◆ Check all bathroom supplies, and restock as needed.
- ◆ Make tidy the storage area, return clamps to instruments, coil all cable.
- ◆ Any exceptions to strike plans may only be decided by Freehold's TD, or an acting Freehold representative.
- ◆ Any materials left by Producer will be disposed of at Freehold's discretion, and at Producer's expense for labor and disposal charges.

Check Out:

Happens the Monday following your final show at 10 am, or other mutually agreed upon time. In order to receive your key and damage deposits back, the following must be taken care of during your checkout.

- ◆ All Strike procedures must be accomplished to the satisfaction of the Operations Manager.
- ◆ Producer provides Freehold with an account of total audience attendance during the run of your show.
- ◆ Producer provides Freehold with total number of artists served (involved) during the run of your show.
- ◆ Producer gives Freehold one copy of show program.