



COLONIAL THEATRE
227 Bridge Street, Phoenixville, PA 19460
Tel: 610.917.1228 Fax: 610.917.0509
www.thecolonialtheatre.com

RENTAL CONTRACT

This contract, entered into as of **Today's Date** will serve as the mutual agreement for the rental of the Colonial Theatre between the Association for the Colonial Theatre (ACT) and:

Sample (Renter)
Address
City, State Zip

The **Main Auditorium** of the Colonial Theatre will be available to Renter for the execution of:

Event: Sample
Date & Time: Sample

At the conclusion of the program, you will have the theatre cleared and restored to its condition prior to your arrival.

Rental Fees

In consideration for use of space as specified, Renter shall pay to ACT the rental fee specified in the attached **Rental Estimate** which includes the **Base Rental Fee** and **Additional Fees** (equipment, labor, other services, etc.). The additional fees are estimated at ACT's discretion according to the specific needs of the Renter. **A signed copy of the estimate must be returned with the signed contract.**

Services Included in Base Rental Fee

- ACT will provide use of the space specified above, the box office and all public areas of the theatre for a period of four (4) hours. (Please see section below on Concurrent Use.)
- ACT will provide one house manager.
- ACT will permit use its lights and in-house PA equipment, under the strict supervision of the theatre staff.

Deposits & Final Payments

For events with paid tickets or other generated income, the minimum deposit required will be fifty percent (50%) of the base rental fee. **This deposit is due with the signed rental contract.** ACT requires that all tickets be sold through The Colonial Theatre's box office, whereby ACT will retain the balance of the base rental fee and additional fees incurred upon settlement from the ticket revenue. Any exception to this policy must be incorporated in writing into contract. For non-ticketed, free, or private events where no income is generated, seventy-five percent (75%) of the base rental fee is due with the signed lease agreement.

The balance of the base rental fee and any additional fees incurred will be due at the settlement date noted at the bottom of this contract.

Cancellation by Renter

Renter may cancel this contract by written notice to ACT no less than 60 days prior to rental date, in which case ACT shall retain fifty percent (50%) of the deposit paid by Renter to ACT. If Renter cancels this contract with less than 60 days written notice, ACT shall retain one hundred percent (100%) of the deposit. Renter shall also make, at Renter's expense, a reasonable public announcement of the cancellation.

Cancellation by ACT

In the event ACT is rendered un-fit for occupancy, either prior to the term of this contract, i.e. destroyed or damaged by fire, the elements, or because of national or local calamity or epidemic; this contract shall be terminated, and ACT shall return to Renter one hundred percent (100%) of the deposit and/or advance payment without any further liability or obligation by ACT. ACT may cancel contract by written notice to Renter no less than 60 days prior to the rental date, in which case, ACT shall return one hundred percent (100%) of the deposit and/or advance payment paid by Renter less any costs incurred by ACT pursuant to this contract, and ACT shall be relieved of further obligation.

Liability Insurance

Single limit insurance coverage in the amount of \$2,000,000 combined personal liability and property damage for the above rental date(s) is required of Renter.

- a) Renter must provide ACT with a certificate of insurance listing "**Association for the Colonial Theatre**" as the certificate holder.
- b) "**Certificate holder is recognized as an additional insured per the terms of their contract**" must be included in the Description of Operations section of the certificate.
- c) **ACT must receive a certificate of insurance at least 15 days in advance of the rental date.** If the certificate is not received at least 15 days in advance of the rental date, this contract will automatically terminate.

Hold Harmless

Renter agrees to indemnify and hold harmless ACT, its employees, agents and directors from and against all actions, claims or suits, and against any expenses (including attorney fees) which ACT must pay or incur by reason of or resulting from injury, loss or damage to people or property, whether resulting from the negligent performance of or failure to perform any obligation under this agreement.

Concessions

ACT retains the right to sell concessions during the rental period and will retain one hundred percent (100%) of all sales. If Renter opts to have the concessions stand closed during the rental period than a \$300.00 fee will be charged to Renter. ACT retains the right to refuse concessions sales at any event. Additional food sales by Renter must be negotiated as part of the rental contract.

Merchandise

The sale of merchandise on theatre premises will require a commission to be paid to ACT at the close of sales. It is the applicant's responsibility to inform all parties involved in your function of this commission. The house manager will require a beginning and ending inventory for settlement.

Decorations

No decorations or advertising shall be placed in or on the building walls or corridors, nor shall any advertising signs be supported by nails, tacks, screws or adhesive tape on walls windows or woodwork without the written consent of ACT. Any requests for placement of posters must be made in advance to ACT.

Parking

The Colonial does not own a parking lot and there is a two-hour limit for street parking. Please instruct both staff and participants to make use of the metered municipal parking lots in the area. More information: thecolonialtheatre.com/about/directions-dining/

Concurrent Use

ACT reserves the right to rent out other parts of the Colonial Theatre at the same time as the rental of the specified space to the Renter and the use of the lobby, vestibules, ticket office, lounges and other public rooms and facilities that may be made available to the Renter at the discretion of ACT provided that such renting to others shall not unreasonably interfere with the use of said premises by the Renter. The Renter understands that the Renter has no rights to enter or use the areas in the building comprising the administrative offices, mechanical rooms, or any other areas except such as are designated by ACT.

Broadcast, Filming and Recording Rights

ACT reserves all rights and privileges for television and radio broadcasts originating from The Colonial Theatre during the rental period. Should ACT grant these rights and privileges to the Renter, ACT has the right to require advance payment of any estimated related costs to ACT and may also require payment for said rights and privileges in addition to the license fee to rent the Colonial Theatre.

All taping, video and audio require advance notice to and approval by ACT. This requirement applies to all parties, including but not limited to artists, touring companies, and production companies. . If a presentation or any portion thereof, is mechanically and/or electronically recorded, additional fees may apply and will be negotiated prior to any recording being conducted on The Colonial Theatre premises.

Catering

ACT is not responsible for arranging for catering or any other third party services for Renter. These arrangements must be made by and billed directly to the Renter, but must be approved by ACT. ACT is not liable for any costs incurred by Renter. Caterer must provide ACT with a certificate of insurance as described in the section on liability insurance above.

Alcohol & Smoking

The Association for the Colonial Theatre holds a Performing Arts Facilities Liquor License with the Pennsylvania Liquor Control Board. Pricing for alcohol can be set per person, cash bar (at theatre retail prices) or a combination of both to be negotiated before the rental contract is signed. ACT reserves the right to refuse to serve any guests of a private event who appear to be intoxicated. All alcohol will be handled by RAMP-certified bartenders hired and trained by ACT. BYOB events are not permitted in any part of the Colonial Theatre complex.

The Colonial Theatre is a non-smoking facility. Renter agrees to provide adequate security in and about the Colonial Theatre and to ensure that there will be no smoking or illegal drugs of any kind used or distributed by anyone connected with the program or in the audience.

Your signature below or that of another authorized official confirms your organization's agreement with the terms of this contract. This contract shall be considered null and void unless signed and returned by the dated specified below. Non-compliance with the additional due dates and amounts below will also result in the termination of this contract.

Signed Contract Due: _____

Signed Rental Estimate Due: _____

Deposit Due: _____

Amount of Deposit: _____

Certificate of Insurance Due (see page 2): _____

Settlement Date: _____

Est. Balance Due at Settlement: _____

For ACT:

For Renter:

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____