

1120 Rayburn Avenue P.O. Box 895 - Guntersville, Alabama 35976 (256) 582-SHOW - www.wholebackstage.com

Greetings!

Thank you for your interest in leasing the facilities of The Whole Backstage Theatre. As North Alabama's oldest continual community theatre, we are proud of our historic building and the opportunity to share it.

The Whole Backstage relies on the support of many in our community. In order to be good stewards of that support and give back as a good community partner, we have put together the following information regarding the third party leasing of our facilities.

Before submitting a request, please take the time to review the calendar found on our website to determine if your requested date(s) is available. If your date appears open, please review the information presented in the following pages and complete our Request for Facilities Use form at least 45 days in advance of your event.

Each request will be thoughtfully evaluated at a monthly meeting of our board of directors to ensure it is consistent with our mission to provide our community and the surrounding areas with a cultural outlet of live theatre and the performing arts.

We look forward to receiving your request and getting back to you soon.

Regards,

The Whole Backstage Board of Directors

GENERAL TERMS FOR USE

THE WHOLE BACKSTAGE COMMUNITY THEATRE

A. Facilities Provided:

- The designated areas of the Lobby, Reception Rooms, Auditorium and/or Main Stage, Box Office, Rest Rooms and Dressing Rooms of The Whole Backstage Theatre, all in clean and serviceable condition, for a period to be specified.
- Any part of the Facilities not specifically made available to Lessee are reserved for use by WBS at all times. The WBS business office, storage rooms and set construction areas are not included in useable space.
- The house sound system: There will be charges for additional equipment and services. Lessee shall be responsible for all expenses to set-up, operate and restore the sound system using a qualified WBS technician.
- The general house lighting and the theatrical lighting system: There will be charges for additional equipment and services. Lessee shall be responsible for all expenses to set up, operate and restore the lighting system using a qualified WBS technician.
- General heating and cooling during event, limited heating and cooling during rehearsals, and rest room facilities.

B. Sound and Lighting Equipment and Services:

No other equipment can be used, unless otherwise specified.

C. <u>Box Office/Concessions Facilities:</u>

- No Box Office/Concessions services shall be provided by Lessor. Lessee may use box
 office/concessions space for ticket related activities during the Event. WBS assumes no responsibility
 for cash, tickets or any other items of value that Lessee stores or leaves on the premises.
- No food or drink will be allowed in the seated area or backstage without written approval. Soft drinks may be used by the performers in the dressing rooms.

D. Miscellaneous:

A refundable deposit is required when the use of facilities agreement is signed. The deposit will be
refunded if there is no damage to the Premises or unpaid expenses. Full payment shall be made no
later than 14 days prior to the first day of the use period. Additional expenses incurred shall be paid
before the end of the Use Period.

- If required, Lessee shall provide proof of an acceptable general liability insurance prior to the first day of the Use Period.
- Lessee agrees that it shall not make any changes that can be permanent. Lessee shall be responsible
 for any damage to the building, equipment, fixtures or décor caused by Lessee, its guests or agents.
 Lessee shall be responsible and agrees to compensate WBS for any damage in an amount to be
 reasonably determined by WBS.
- No electrical equipment over 110 voltage is to be used without written permission of WBS.
- Lessee will keep the reception and lobby areas, the theatre and dressing rooms free of trash during the Use Period. Lessee shall ensure the Premises are clean and serviceable at the end of the Agreement. Otherwise, a cleaning fee of up to \$150 will be assessed and may be deducted from the deposit.
- Lessee shall be granted access to the Premises by a WBS Facility Manager during the Use Period. The
 Facility Manager must be present for all load-in and load-out periods, rehearsals, performances and
 events. Lessee shall provide a detailed schedule of activities to be conducted in the premises, to WBS
 for approval two weeks prior to the first day of the Use Period. Lessee shall contact the Facility
 Manager to resolve any issues and shall comply with instructions and decisions of the Facility
 Manager. The Facility Manager may designate others to represent WBS for specific periods.
- The Whole Backstage is a smoke-free facility. Appropriate receptacles are provided outside the entrance doors.
- The Premises shall only be used for those activities approved and agreed to under a Facility Use
 Agreement. All activities must be conducted by Lessee in compliance with all local, state and federal
 laws and ordinances.
- Any advertising must state that the event is not sponsored or endorsed by The Whole Backstage.
- The Whole Backstage reserves the right to terminate the contract agreement at will.

RATE SCHEDULE FOR THE WHOLE BACKSTAGE COMMUNITY THEATRE

Area to be used	Private/Commercial Rate	Non-Profit Rate	Applicable Total
Auditorium, Main Stage, Lobby (Basic Lighting/PA System included)	\$1,000 per 12 hour day + \$250 prior day setup if needed	\$750 per 12 hour day + \$100 prior day setup if needed	\$
Auditorium, Thrust Stage, Lobby (Basic Lighting/PA System included)	\$750 per 12 hour day + \$200 prior day setup if needed	\$500 per 12 hour day + \$100 prior day setup if needed	\$
Additional Hours in Auditorium	\$100 per hour	\$50 per hour	\$
Concession Area/Caterer's Kitchen	\$100 per day	\$75 per day	\$
Reception Room #1 (Max 56 persons)	\$250 per 4 hours of use (tables and chairs included)	\$125 per 4 hours of use (tables and chairs included)	\$
Reception Room #2 (Max 56 persons)	\$250 per 4 hours of use (tables and chairs included)	\$125 per 4 hours of use (tables and chairs included)	\$
Reception Room #1 and #2 (Max 56 persons each)	\$500 per 4 hours of use (tables and chairs included)	\$250 per 4 hours of use (tables and chairs included)	\$
Courtyard #1 (Legacy)	\$500 per 4 hours of use (tables and chairs included)	\$250 per 4 hours of use (tables and chairs included)	\$
Courtyard #2 (Production)	\$500 per 4 hours of use (tables and chairs included)	\$250 per 4 hours of use (tables and chairs included)	\$
Additional Hours in Reception Rooms or Courtyards	\$50 per hour	\$25 per hour	\$
		SUBTOTAL (non-refundable)	\$
Optional Services: Full sound/lighting, WBS lighting/ sound technicians, sound/ lighting equipment or projector	\$50 to \$150/performance (TBD based on event requirements)	\$50 to \$150/performance (TBD based on event requirements)	\$
Event Insurance	TBD based on individual event requirements	TBD based on individual event requirements	\$
Facility Manager (required)	\$75/day	\$50/day	\$
		FINAL TOTAL (non-refundable)	\$
Refundable Deposit (separate check)	\$750 for Auditorium	\$500 for Auditorium	\$
Refundable Deposit (separate check)	\$250 for Reception Rooms/Courtyard	\$125 for Reception Rooms/Courtyard	\$

^{*}Rates for use of unlisted facility areas, items or services will be discussed. This rate schedule is meant as a worksheet for estimation purposes only. Final totals must be discussed with a WBS board representative prior to execution of this contract.

LEASE OF FACILITY

Agreement made, effective as of	, bo	etween The Whole Backstage, 1120
Rayburn Avenue, Guntersville, Alabama, re	eferred to	o in this agreement as the lessor and
(Lessee) of(Address		,
,, refer	red to in	this agreement as the lessee.
(County) (State)		
SECTION	ON ONE	
	ASE	
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The lessor, leases to the lessee, for the period of		·
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	ON TWO POSE	
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The lessee shall use the facility exclusively for the purp	ose of	
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SECTIO	N THEFE	
LESSOR'S C	N THREE	
<u>LESSON S</u>	<u>JOVENAI</u>	<u> </u>
The lessor agrees as follows:		
To furnish the facility, licensed, heated, cooled, cleaned	l with such	light as may be reasonably necessary.
To provide for the use of the facility not earlier tha	m	(time) and not later than (time)
during the period stated in Section One.	111	(time) and not later than(time)
during the period stated in Section One.		
To provide the use of the stage and such equipment a	nd lighting	g apparatus as is contained in the facility and
reasonably available for use.		
SECTIO	ON FOUR	
LESSEE'S (NTS
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The lessee agrees as follows:		
To use the facility exclusively for the purpose stated in	Section Tv	wo and not to assign this lease.
To use the facility in a proper manner so as not to l	hring adiu	m discredit or criticism un the lessor or its
management.	Jing vulu	in, discredit of criticism up the ressor of its

To abide by the rules and regulations of the facility management and fully comply with the provisions of local ordinances, state laws, federal orders and underwriter's regulations. A copy of the facility General Terms for

Use will be provided to the lessee and are considered a part of this contract.

SECTION FOUR (Continued) LESSEE'S COVENANTS

To follow the directions of the Facility Manager, who shall at all times have full and complete control of the facility. To assume and promptly pay all the bills and charges for advertising, publicity exploitation, labor and other expense incidental to such letting not provided for in this agreement. To pay use of facility in the amount of \$______, payable in its entirety no later than fourteen days prior to the first day of use, as stated in Section One. To pay a security deposit in the amount of \$______, payable on the date of the signing of this lease. The deposit will be returned to the lessee at the end of this contract, minus any fees, if needed. Any and all "add on" charges are to be paid the day of the event. This agreement shall be construed and enforced in accordance with the laws of the State of Alabama. **SECTION FIVE CANCELLATION** Should the use of the space agreement be cancelled within 10 days of use, the lessee shall forfeit the return of the full amount of the security deposit. **SECTION SIX ENTIRE UNDERSTANDING** This agreement constitutes the entire understanding of the parties and supersedes any and all prior representations and agreements. In witness each party to this agreement has caused it to be executed at The Whole Backstage, 1120 Rayburn Avenue, Guntersville, Alabama, on the date indicated below. LESSOR (THE WHOLE BACKSTAGE COMMUNITY THEATRE): (WBS Representative Signature) (Print Name) DATE: LESSEE:

(Print Name)

(Lessee Representative Signature)

DATE: _____



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Request for Facilities Use

1142 KOC 1	IONS TO SUBMIT THIS FILLABLE FORM:		DATE OF SUBMISSION
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POTENTIAL	LEASEE INFORMA	ON	
Full Name :			
Organization:			
Address:			
City, State:		Zip:	
Email:		Phone:	
EVENT INFO	DRMATION		
Event Name:			
Event Start Date:		Event Start T	ime:
Event End Date:		Event End Tir	me:
Load In Date:		Load In Time	:
Load Out Date:		Load Out Tim	ne:
Anticipated Attendance:		Number of performance	S:
WBS Board Member Contact			

Signature

Date