

The Barry Robinson Theater and Fine Arts Center
Bishop Sullivan Catholic High School
4552 Princess Anne Road
Virginia Beach, Virginia
23462
757-467-2887
Trey Clarkson – Director

This is a legally binding contract between **The Barry Robinson Theater and Fine Arts Center** and _____ **(Permittee)**.

If terms and conditions are not clearly understood, seek legal advice.

The Barry Robinson Theater and Fine Arts Center accepts proposals from visual and performing artists and artist groups that are interested in displaying or performing their work. The Arts Center is located approximately two miles from Town Center in Virginia Beach. The Theater will seat up to 270 people and the Hunter Hogan Gallery/reception space is approximately 1500 square feet in the entrance level galleries. The BRTFAC is open to the public Monday through Friday from 8:00AM – 4:00 PM daily except during school holidays or closures. BRTFAC is wheel chair and handicap accessible.

Non-Discriminatory

The Barry Robinson Theater Fine Art Center actively solicits participation **and** admission community-wide, regardless of race, creed, sex, age, religion, or disability.

Event planners should be prepared to pay the full estimated balance of expenses seven days prior to the start of the event. All other expenses incurred by the Permittee must be paid at the end of the event.

1. Rental rates:

For the Barry Robinson Theater and Fine Arts Center (BRTFAC) are based on a "four-walled" policy. The basic rental fee includes normal janitorial service, heat and air conditioning, normal lighting, and the unattended public address system. There will be additional charges for greater than normal clean up, damages, and advanced lighting and sound requirements. There is a regular cleaning fee attached to the rental rate as well as a personnel fee.

Rental rates do not include salaries of ushers, security, ticket personnel, stagehands and sound and light operators, events supervisors, or other regularly employed personnel of BRTFAC. In addition, the Permittee is responsible for payment of all services used in the production and presentation of the event.

2. Rental Terms and Conditions

Under the daily rental fees prescribed for the theater and until the production meeting, the period of occupancy begins at 10:00 AM and ends at 10:00PM. If occupancy is required before or after normal occupancy times, a extra surcharge can apply. Setup of special lighting and/or sets as well as a rehearsal schedule can be negotiated in rental meeting. Arriving late for a scheduled walkthrough or meeting of BRTFAC personnel or arriving 30

minutes late to the opening of the space will also incur a charge. After the BRTFAC production meeting times are set to specifics and BRTFAC holds the right to have multiple rentals.

3. Discounts listed will apply to the following:

Events sponsored by civic and charitable organizations that are totally non-profit in purpose and which are exempt from taxation under §501(c) (3) and §501(c) (4) of the Internal Revenue Code of 1954, as amended. The sponsoring organization must have existed for six months prior to the time of booking. The sponsor must furnish, upon request, evidence of incorporation or association within the State of Virginia as a non-profit entity.

4. Multiple rental periods may be rented in the same day

After planning the necessary details of your event, BRTFAC reserves the right to hold multiple events in the same day and to define rental periods other than the 10am to 10 pm schedule in order to maximize facility usage.

5. Production Stage Manager

It is necessary for the Permittee to designate a Stage Manager who will be on site for all production activities. The individual shall work with BRTFAC's house manager to resolve problems and to implement the production schedule. The designated Stage Manager is extremely important to the operation of events where several individual performing entities are involved. Permittees of the facility shall not operate in-house sound equipment, lighting boards, follow spots, fixtures or rigging lines without prior approval by a designee of BRTFAC. The load-in and installation of props, lights and sound equipment furnished by the Permittee shall be subject to approval of BRTFAC. If the Permittee does not have a Stage or Production Manager capable of running equipment and who has been approved by the BRTFAC director, the BRTFAC light and sound technician will need to be rented for a charge of \$100 for a 2 show run. Every show after the 2 show run will be \$50 fee. To obtain the director's services a fee of \$25 an hour will apply. To have your designated sound and light technician trained on our equipment will be \$50 for a training session.

6. Individuals in backstage areas

The Permittee shall provide a list of all participants in the production. Only those individuals listed shall be allowed backstage. Unauthorized visitors are prohibited on stage and in backstage areas. The Permittee should provide backstage passes to identify production personnel. The public shall not be invited on stage without prior approval.

7. Advance notice of personnel and service requirements

The Permittee should contact BRTFAC at least one week in advance of initial usage to review the staffing and equipment required to service event, including; rehearsal, load-in and production schedule, and total size of cast and crew.

8. Food and beverages

Permittees shall not be permitted to bring in food or beverages into the theater. This includes coolers, coffee service and "take out" food. There shall be no consumption of food or beverages on stage, backstage or in the Auditorium. The Hunter Hogan Gallery can be used for food and beverages if designated in the initial production meeting. Note that an additional food and beverage charge may apply depending on the needs of the space.

9. House opening

The Theater Entrance will be opened one hour prior to the advertised start of the performance. The lobby doors must be opened at least one half hour prior to the advertised

start of the performance. Rehearsals should be completed at least two hours prior to the advertised start of the performance.

10. No Smoking policy

The Barry Robinson Theater and Fine Arts Center is a smoke-free venue.

11. Deliveries

Early deliveries of production materials are subject to prior approval by the BRTFAC director.

12. Video cameras

Video cameras are not allowed unless approved by the BRTFAC director. Cameras, if allowed, are not allowed in the light and sound booth and must remain in the auditorium.

13. Lobby Attendant/Ushers

A lobby attendant or usher will be provided by the Permittee to give admittance to patrons after the performance commences unless prior arrangements are made. The lobby must be monitored or locked at all times.

14. Loading dock

The loading dock at the back side of the Theater is available for Permittee's equipment load-in and load-out only. The cast should use the performers entrance located at the far right around the corner from the loading dock.

15. Tools and equipment

Tools and equipment in the Scenery Shop and Production Loft are for use by authorized BRTFAC personnel only.

16. Equipment

All equipment used in the production of an event must meet all safety standards related to electrical wiring, stability and reinforcement for flying and fire proofing. Permittee must furnish materials necessary for hanging and/or setting all props, i.e., nails, wires, fishing lines, etc. Fishing lines must be at least 50 lb. test. All specialty equipment such as confetti cannons, fog machines, or pyrotechnics must be approved by the BRTFAC director and an additional cleaning fee may be required.

17. Fire regulations

Prior approval of all pyrotechnics and special effects must be obtained from the fire department before use of such device during an event. Permittees will be required to demonstrate device prior to actual use. An additional insurance rider plus the cost of the fire marshal's visit will be required of the Permittee. In the event fire extinguishers are discharged, Permittee will be responsible for re-charge fees. All scenery must be treated with a fire retardant. All electrical devices must be UL approved.

18. Insurance

Permittees will be required to demonstrate proof of insurance. BRTFAC offers a rate of \$100.00 a day per event. This insurance must be purchased and approved fifteen days prior to the event. If a renter chooses to use their own insurance to protect the participants during their event, BRTFAC and Bishop Sullivan CHS are not responsible for any injuries or damages occurred during the rental contract time. The Permittee cannot seek legal action against BRTFAC or Bishop Sullivan CHS because of injury, accident, or death.

19. Cancellation

BRTFAC holds to right to cancel your event at anytime. If the Permittee or BRTFAC cancels the event, the deposit will not be refunded. Reasons for cancellation can include a breech of contract, difficulty with event personnel, or negative publicity.

20. Surveillance

BRTFAC uses 4 cameras throughout the space to ensure the safety of both the facility and those renting.

Date of Contract:_____

Date of performance/Rental:_____

Group Name: (**Permittee**)_____

Responsible Party:_____

Contact address:_____

Telephone number:_____

Stage Manager: _____

BRTFAC Representative_____

Quoted Rental Price:_____

Deposit:_____

Due Date of Deposit:_____

Due Date of Rental Payment:_____

I hereby agree to all of the information contained in this document and am committing to a rental with the Barry Robinson Theater and Fine Arts Center.

Permittee_____

BRTFAC Director_____

Notes from the Production Meeting: