

CONTRACT AND POLICIES FOR USE OF THE JOHNSON AND HENNESSY THEATRES
Paul Creative Arts Center

The Theatres are intended to serve first as academic classrooms and laboratories for the Department of Theatre and Dance; secondly as an allied performance space; and thirdly as a general use space for the University, including use for classes, lectures, conferences, etc.

In keeping with the above, scheduling priorities for the Johnson Theatre and Hennessy Theatre are as follows:

1. The Department of Theatre and Dance
2. The Department of Music
3. The Celebrity Series
4. Other University Cultural Uses
5. Other University Non-Cultural Uses
6. Non University Uses

Scheduling for priorities 4, 5, & 6 occur on dates available, first-come, first-served basis.

The Department of Theatre and Dance faculty and staff, hereby referred to as THDA, are responsible for the scheduling of the Johnson Theatre. Scheduling is normally determined one year in advance through appropriate consultations. Written requests for the use of the Johnson and Hennessy Theatre should be directed to the Administrative Manager of the Department of Theatre and Dance who will consult with members of the technical staff and Department Chairperson. **All requests must be made in writing. All scheduling is confirmed in writing via this contract.**

When the Johnson Theatre or the Hennessy Theatre are reserved, the following restrictions apply:

1. **Capacity:** Persons will not be admitted into the Johnson Theatre in excess of six hundred and eighty eight (688). Persons will not be admitted into the Hennessy Theatre in excess of one hundred and sixty two (162). These numbers may not be exceeded for any reason.
2. **Concessions:** Concessions, food, candy and drinks are not permitted for sale or consumption in the theatre, or its hallways and lobby. TENANT may not dispense or sell any concession or merchandise without prior approval from THDA.
3. **Equipment:** Please contact the theatre technician to discuss your specific needs. All stage equipment, including but not limited to lights, curtains, and sound provided by THDA shall be operated only by a technical crew approved by THDA. TENANT shall supply its own lighting gels, as required. All equipment brought into the theatre is subject to the approval of THDA.
4. **Labor:** TENANT is required to provide a minimum of 4 ushers for the Johnson Theatre and 2 for the Hennessy Theatre (Contact the Theatre Technician if you have any questions). If 500 or more patrons are expected for the event, more ushers may be needed. The ushers must meet with the House Manager in the main lobby of the Johnson Theatre one half hour prior to admitting patrons into the theatre. If the proper number of ushers are not provided, THDA and/or the Durham Fire Department reserve the right to cancel the event. All technical staff and other backstage personnel retained by TENANT shall be subject to review and approval by THDA. Light and sound operators and the theatre crews must be arranged for and provided by the user and must meet with the Theatre Technician for necessary training. The Theatre Technician is not to be considered as technical crew for any event.

5. **Staff:** The theatre fee includes the services of one technician who will supervise user provided technical staff. One House Manager will be assigned to the event to manage Front-of-House and to supervise user-provided ushers. The charge for the House Manager will be \$15/hr. The Theatre Technician is not to be considered as crew for any event.
6. **Space:** No user may use the stage or the scene shop or any other part of the Paul Creative Arts Center for storage, building, construction, painting of sets, scenery, backdrops and/or properties unless approved by appropriate THDA staff. Power and hand tools belonging to THDA will not be available to visiting groups except as used or authorized by the Theatre Technician. With THDA special permission and space permitting, the scene shop may be used for temporary storage of already completed production materials during contracted occupancy. Arrangements must be made at the time of the written request for space.
7. **Right of Entry:** Theatre and Dance Faculty and Staff who are actively engaged in the operation and maintenance of the Johnson Theatre reserve the right to enter upon and to have free access to said premises at any and all times.
8. **Services:** THDA agrees to furnish general lighting from the permanent fixtures, electrical outlets, heat, and water for normal usage. However, failure to provide any of the foregoing from circumstances beyond the control of THDA shall not be considered a breach of contract.
9. **Impossibility of Performance:** In case of fire, casualty, civil disturbances, strike, safety hazards, or any other unforeseen occurrence which renders impossible the fulfillment of this contract, the same shall be immediately terminated, and in such case rental shall be paid only for the time the Theater is actually occupied by the TENANT. TENANT hereby waives any and all claims for damages or loss of profit or other compensation that might arise out of such termination.
10. **Removal of Property:** In the event that the premises are not vacated by TENANT when herein specified at the end of the term, then THDA is hereby authorized to remove from said facility, at the expense of the TENANT, all goods, wares, and other property of any and all kind and description placed therein by the TENANT. THDA shall not be liable for any damages or loss to such goods, wares, or other property which may be sustained by reason of such removal.
11. **Tickets:** THDA does not provide in-house box office services. It is the responsibility of the TENANT to obtain tickets at the TENANT'S expense. UNH student groups who use the theatre MUST sell tickets through the MUB box office.
12. **Smoking:** By decree of state law, smoking is not permitted in the Johnson Theatre or the Paul Creative Arts Center at anytime.
13. **Maintenance by TENANT:** TENANT agrees to maintain the interior of the Theatre building and any and all existing fixtures, furniture and equipment in such repair, order and condition as the same are in at the commencement of the lease term, and to assume all costs of repairing or replacing any portion of the theatre building, fixtures, furniture, or equipment (including lighting instruments and bulbs) damaged or destroyed, reasonable wear and tear and damage by fire and other insured casualty excepted. TENANT is responsible for clean-up at the conclusion of the event. Arrangements for additional custodial services (i.e. weekends, emergencies, etc.) through the University Housekeeping Services will be made for users by the Department of Theatre and Dance as needed and any fees necessary for custodial services will be included in the final bill.

14. **Alterations by TENANT:** No fixture or material, whether it be decorative or functional in nature, shall be attached or affixed to any part of the Theatre building without the express approval of THDA's management.
15. **Notice of Show Requirements:** TENANT shall provide THDA in writing with a full and detailed outline of all show requirements and technical needs, including stage, hall and chair requirements and all other information that will be required by the THDA concerning the event. Only existing lighting and stage curtains will be provided for a user. Any other technical requirements need to be approved by the Theatre Technician and *must* be noted in the rental agreement. Any use of the theatre beyond the scheduled time (audio/video set-up time, podium or table delivery, etc) must be arranged in advance with the Theatre Technician. If such information is not forthcoming 30 days prior to the event, THDA shall be under no obligation to supply any special equipment.
16. **Interruption or Termination of Show:** THDA shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance in the interest of public safety, if in the sole judgement of THDA such act is necessary in the interest of public safety.
17. **Canceled Performances:** In the event that the TENANT cancels a scheduled performance THDA reserves the right to charge TENANT the full rate for reserving the space and for costs incurred due to cancellation.
18. **Use of Premises:** TENANT shall use the Theatre exclusively as a theatre for the performing arts, unless special permission is granted by THDA. In the event that the TENANT's use requires additional permits or licenses, it shall be the TENANT'S responsibility to obtain them. In addition, TENANT shall insure that no portion of the sidewalks, entries, passageways, doors, aisles, windows, vents, or ways of access to the public utilities, be blocked or obstructed.
19. **Notice:** Failure of the THDA to perform with respect to any specific provision or obligation provided herein or the alleged breach by THDA of its obligations under any provision hereof shall not void this contract.
20. **Indemnity:** The TENANT agrees to indemnify and hold harmless THDA against all losses, damage, liability or expense arising out of or in connection with anything owned or controlled by TENANT, or resulting from any act, failure to act, or negligence of the TENANT or its servants or agents, or from any nuisance made or suffered in or near the Johnson Theatre thereby.
21. **Management Discretion:** Any decision effecting any matter herein whether or not expressly provided for shall rest solely within the sole discretion of THDA management.
22. **Waiver:** The TENANT agrees that the failure of THDA to insist upon strict performance of any of the covenants or conditions herein contained shall not constitute or be construed as a waiver or a relinquishment of THDA's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

Basic Theatre Rental Rates

Theatre Rental Rates are based on the type of organization renting the space. The three classifications of users are listed below.. All billing statements are sent after events. Checks should be made out to UNH/Department of Theatre and Dance. If you reserve the space through the University Conference Office, check with them regarding fees and payment guidelines.

All TENANTS will be charged from the first time they enter the theatre to the last time they leave for the day. This includes all hours in between.

One House Manager will be assigned to the event to manage Front-of-House and to supervise user-provided ushers. The charge for the House Manager is \$15/hr.

Any clean-up above and beyond normal clean-up in the theatres will result in an additional house keeping charge of \$28.28/hr (2 hour minimum.)

A. UNH DEPARTMENTS & ORGANIZATIONS

No Charge

B. UNH STUDENT ORGANIZATIONS

UNH Student Organizations who do not charge for their event	\$60/hour (2 hr. minimum.)
UNH Student Organizations who do charge for their event	\$75/hour (2 hr. minimum.)

C. OUTSIDE GROUPS & ORGANIZATIONS

Please note that a University Conference Office (UCO) fee may be added to all rentals, contact them for all estimates. This is an estimate only. No guarantee is made that these charges will not exceed such estimate. The rental period is defined to include any time the Theatre or any portion thereof is in use on behalf of the TENANT (including but not restricted to set-up, rehearsal, performance, take-down, and load-out) whether or not the TENANT is in actual possession of the building.

All rates are subject to change without notice.

Non Profit educational outside users	\$80/hour (2 hour minimum)
For Profit educational outside users	\$135/hour (2 hour minimum)

**JOHNSON THEATRE/HENNESSY THEATRE
PAUL CREATIVE ARTS CENTER**

Contract

Please keep the “Policies for Use of the Johnson Theatre and Hennessy Theatre” for reference. Please complete and sign this contract and return it to the Department of Theatre & Dance.

Organization Requesting Use:

Please note that outside users must go through the University Conference Office for this request therefore, please submit your material to them and they will forward the request to the Department of Theatre and Dance.

Contact Person: _____

Address: _____ **City:** _____

State/Zip Code: _____ **Telephone: (Day)** _____

Non-Profit ID Number: _____ (Evening) _____

Requested Dates and Times (set up and clean up time *must* be included)

Date	Time In	Time Out	Notes		Date	Time In	Time Out	Notes

Describe the activity (e.g. play, concert, lecture, etc.):

List all Tech needs with a complete description.

List all additional expected needs, expected audience size, admission charge (price range) and general theatre plot for your event (please be as specific as possible). Please Note: Additional materials and /or services may incur an additional charge.

Other comments, requirements, questions:

Your signature on this form means that you have read and approved the conditions set forth on the first four pages of this document. When you are finished using the theatre(s) a final statement will be sent. Immediate payment is expected.

In witness thereof, the parties have executed this instrument or caused it to be executed by their representative duly authorized as of the date first mentioned. This constitutes the entire agreement between parties and there are no additional general or implied warranties.

TENANT Signature: _____ Title: _____ Date: _____

For Office Use Only:

Approved: _____	Denied: _____
Total projected cost: _____	Deposit: _____
Additional Charges: _____	Initials: _____

Comments:
