

Dance Mission Theater

3316 24th Street, San Francisco, CA 94110
(415) 826-4441

Theater Rental Agreement

This agreement is between (name of renter) Ash Rexford representing Circus Something LLC and Dance Brigade for the use of Dance Mission Theater located at 3316 24th Street, San Francisco, California 94110 entered on this day **September 8, 2024**. This agreement is for the dates and times set in the Production Schedule and in return the renter agrees to abide by the terms set forth in this agreement.

Contact & Title: Ash Rexford, Executive Director and Producer

Company Name: Circus Something

Title of Performance: The Longest Night 2024

Dates & times of performance:

Friday December 20 8pm

Saturday Dec 21 5pm & 8:30pm

Mailing Address: \ 1031 Chestnut
 \ Oakland, Ca 94607
 \
 \

Business Phone: \ 805-242-2567

Cell Phone: \ 805-242-2567

Email Address: someone@circussomething.com

Website: circussomething.com

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Theater Rental Agreement

TERMS:

FINANCIAL

Charges: Rental rate for use of the theater for 1 week/3 shows, one program is **\$4500**.

This price includes:

- Up to 35 hours/wk of technical service on lights from our house technician (does not include lighting design)
- Up to 20 hours/wk service with house sound technician, and
- Up to 12 hours/wk with the house manager.

Renter agrees to pay the house technicians for any additional hours beyond above noted hours at the rate of \$40/hour and the house manager at a rate of \$30/hour. Rental agreement does not include box office service (see page 4) nor lighting design (see page 4).

The above staff have a 4 hr minimum/call and can only be scheduled for 8 hrs/day (no split days). Any hours over 8 hrs/day are charged at an overtime rate of x1.5. The tech staff must receive 30 min off for lunch after 5 hrs. Any hours over 40 hrs/week or more than 6 days in a row will also be charged an overtime rate of x1.5.

Payment: A deposit of **\$500** will be collected at the time of signing this agreement.

90 days prior to the show 50% of the total due must be paid to Dance Brigade to the amount of **\$2250**.

The Monday of tech week the remaining 50% is due (**\$2250**).

Within 7 days of last performance, the renter will receive their deposit, minus any overtime / additional charges that might have been accrued.

Please note: Dance Mission reserves the right to invoice for overtime charges, damage to equipment or facility, clean-up charges if studio is not picked up after each use, and additional production staff agreed to but not provided.

Checks are payable to DANCE BRIGADE.

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Misc:

Video: If you want to run video, then you must bring in your own video operator. The projector is available for rent at **\$250/week**.

White Scrim: The theater normally uses a black scrim. If the renter would like the white scrim to be hung, it can be for a one-time fee of **\$100**.

COVID PROTOCOLS

Because COVID-19 is ever changing, the venue reserves the right to update the COVID-19 protocols outlined in this contract. As of **August 2024**, the audience does not need to be masked. Performers also do not have to be masked while performing. It is strongly recommended that performers are masked while backstage. The theater seats 140 and there is NO STANDING ROOM / FLOOR SEATING.

MARKETING

Dance Mission's logo must be included on all marketing material. (Attached with contract.)

FACILITY

Renter has inspected the space and agrees that it is in good condition and safe for public use. Renter has access to theater for rehearsals/performances during times noted in the Production Schedule.

Technical specifications, lighting & sound inventory information and rep plot available upon request. Any alterations to the basic lighting, sound and theater configuration must take place with the approval of the house technical director and must be restored at the Renters expense.

Theater floor is sprung wood with black Marley on top. Renter agrees not to damage the floor in any way, including scuff marks and punctures. **Dance Mission Theater may charge the Renter for damaged Marley panels.**

At the end of each rehearsal or performance, Renter agrees to pick up all garbage and dispose of it properly, and remove all clothing, costumes and personal items. Renter takes full responsibility for the actions of any and all guests and other people in relation to this rental and all broken items including, but not limited to: artwork, mirrors, sound equipment, scrims, chairs, etc. **Construction of scenery or painting is not allowed in the theater and may result in forfeiture of security deposit.** No holes may be put into walls, and doing so may result in forfeiture of security deposit. Any unusual behavior during a show (i.e. breaking glass, using an open flame, using bodily fluids etc) MUST be first approved by the theater manager.

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Dance Mission reserves the right to charge the renter a \$100 cleaning fee.

PRODUCTION

Renter agrees to provide a skilled production manager to communicate technical needs to the house technicians during load-in and technical rehearsals. This person will meet with Dance Mission Theater staff **no later** than 1 month prior to performances to set production schedule, go over all details of production and evaluate what additional staff will be required such as skilled electricians for lighting load-in, a stage manager for running performances, and stagehands to run scene shifts. Renter is responsible for the hiring of this additional staff as needed.

Name of production manager for show: __Igor Dulkan, Technical

Director_____

Renter agrees to provide a minimum of 2 ushers per performance to assist the house manager.

Renter agrees to have their ushers or stage hands set up and take down chairs in the theater before and after each performance.

Dance Mission's house light technician will provide these services:

Set up and break down the performance space. Facilitate the renter's technical staff in installing any additional lighting needs. Operate the light board during technical rehearsals and performances. Facilitate the strike at the end of the run.

Dance Mission's sound technician will provide these services:

Facilitate the renter's technical staff in installing any additional sound needs. Operate the sound equipment during technical rehearsals and performances. Facilitate in the strike at the end of the run.

Lighting Design: You must have a lighting designer. If you do not know a designer, Dance Mission can suggest one. On occasion, Dance Mission's technical director is available to hire at an additional charge. **Name of lighting designer**__Igor Dulkan_____

FRONT OF HOUSE

Box office: Box office must be open 1 hour prior to performance and **until 30 minutes** after the show starts for any latecomers. Box officer is responsible for opening and closing the front door once the show begins. House manager will remain in the lobby for at least ½ hour after the show begins.

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Renter will fully cooperate with Dance Mission staff to open the house and start the show on time. Renter agrees to open the house no later than 15 minutes to show time, **and to start the show no later than 10 minutes past the designated show time.** Renter has the choice to run their own box office, or to pay Dance Mission Theater for box office service.

If renter decides to have Dance Mission provide the box office service, an additional \$100/show will be charged, plus a \$75 one time set-up fee. This includes:

- Staff
- use of the credit/debit card machine
- Dance Mission's online ticketing account
- providing the cash box and bank
- tickets
- report of sales

Renter must give Dance Mission one month's notice if Dance Mission's box office services are needed.

Please put DanceMissionTheater.org as the website for online ticket sales (please note that advance ticket purchases can be made online only).

INITIAL

Receptions: Receptions must be cleared with Dance Mission Theater at least one month prior to the show and renter is responsible for staffing and set up of reception. Additional fees may be charged. **All garbage related to the reception such as bottles, plates, food, garbage and recycling must be removed from Dance Mission and taken away at the end of the reception.**

OTHER

Videography: If you will be videotaping the performance, the Dance Mission technician needs to know who will be videotaping your performance and on what day at least 1 week prior to your performance. Dance Mission may refuse to allow taping of your show if not cleared in advance. Your videographer must arrive no later than 1 hour prior to performance to set up.

CANCELLATION + COVID

If Renter cancels for any reason less than three months prior to performance date, renter is responsible for 50% of the theater rental fees to the amount of **\$2250.00**. The deposit is not refundable. (See COVID exceptions below.)

If Renter cancels for any reason less than one month prior to performance date, renter is responsible for 100% of the theater rental fees to the amount of **\$4500.00**.

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The \$500 deposit is not refundable.

If Dance Brigade cancels for any reason you will be refunded all previous payments.

COVID: Should mandatory government restrictions prohibit this event from taking place due to COVID-19, Renter may choose to postpone this event until a future date and Dance Mission will retain the deposit until such date. If rescheduling within 12 months is not possible due to continued COVID restrictions or Theater schedule availability, then at that time the agreement may be canceled and the Renter's deposit will be returned within 45 days, minus expenses incurred in good faith by DMT in preparation for Renter's use of the Facility. Both parties will make best efforts to accommodate any reasonable concerns regarding COVID restrictions that may be in place at the time of the event.

If there is no governmental restriction and Dance Mission remains open, in the event the Renter cancels in less than two weeks due to a member of the Renter's party testing positive for COVID (and this prevents the show from going on), Dance Mission will retain 50% of the venue fees plus 100% of the staffing and labor costs. If canceled the week of the rental, Dance Mission will retain 50% of the venue fees, OR the cost of the space used to date – whichever is greater – plus 100% of the staffing costs. (The Managing Director will provide the breakdown.)

ADDITIONAL ITEMS

Renter takes full responsibility for any claims brought to Dance Mission or its agents and officers in case of any injury to the renter and all guests or other persons in relation to this rental.

COVID protocols are constantly changing. Renter and Dance Mission Theater agree to come together to determine best protocol practices 1 month prior to the event in order to ensure safety for performers, audience, and staff.

I agree to this agreement in its entirety (*this agreement must be signed by renter and an agent of Dance Mission Theater to be a binding agreement*).

Name Printed: Ash Rexford

Signature:



Date: 9/8.24

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Production Schedule

Show: The LongestNight 2024

Dates: Dec 16-21, 2024

Contact Person:

Operations Manager, Bryan Goldstein 407-462-2867

Technical Director, Igor Dulkan 408-390-0541

Executive Director, Ash Rexford 805-242-2567

Dates	Contracted Time (time available in theater only)	Activity in Theater (to be scheduled by renter & DMT house technician)	DM technician Hours
Dec 16-21, 2024			
Monday	Theater space available 10am-6:30	No needs from us	0
Tuesday	Theater space available 10am-6:30pm	Load in: 10:00 - 12:00 Tech: install time 12:00 - 2:00 Tech: lighting design 2:00 - 6:30	6 hours + 30 min break : TM
Wednesday	Theater space available 10am-6:30pm	Call: 2:30 pm Tech: Cue to cue (dry): 3:00 - 4:30 Tech: act cue to cue: 4:30 - 6:30	4 hours : TM
Thursday	Theater space available 10am-11pm	Tech Call: 1:30 Tech: cue to cue: 2:00 - 5:00 Notes: 5:00 - 6:00 Cast Call: 5:00 Run: soft dress 6:00 - 7:30 - break - Notes: 8:00 - 8:30 Run: full dress 8:30 - 10:00 HOLD GREEN ROOM 5PM-11PM	8 hours + 30 min break : sound & TM
Friday	Theater space available at 6pm	Call: 6:00 Doors: 7:00 SHOW: 8:00 - 9:30 Out: 10:00 HOLD GREEN ROOM 6PM-10PM	4 hours : sound & TM & FoH
Saturday	Theater space available at 3pm	Call: 3:00 Doors: 4:00 SHOW: 5:00 - 6:30 - break -	8 hours + 30 min break between shows : sound & TM & FoH

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		Call: 7:00 Doors: 7:30 SHOW: 8:30 - 10:00 Strike: 10:00 - 11:00 <i>all hands!</i> HOLD GREEN ROOM 3PM-11PM	
Sunday	N/A		<u>TOTAL:</u> TM: 30 hrs Sound: 20 hrs FoH: 12 hrs