

BERKSHIRE THEATRE GROUP

111 SOUTH STREET | PITTSFIELD, MA 01201

UNICORN THEATRE RENTAL GUIDELINES

PLEASE NOTE THIS IS NOT YOUR RENTAL AGREEMENT

Thank you for your interest in the Unicorn Theatre. This document is designed to walk you through all of the necessary guidelines and costs involved with renting the Unicorn. If you have any questions along the way, please don't hesitate to contact us.

Here are the steps for renting The Unicorn Theatre:

1. Please review the costs and guidelines below and fill out the forms at the end of this document to the best of your ability.
2. Hold on to pages 1-7 for your records and return pages 8-12 to Ashlei Melillo. We encourage you to return these items electronically to the email address or fax number below. Please send or deliver the \$100 deposit (per rented day) to the mailing address below. If you would like to pay by credit card, please contact Ashlei Melillo directly at (413) 448-8084 x18.
3. Once the completed forms, deposit, and rental check are received, a contract will be drafted and returned to you. Please sign the contract and return to Ashlei Melillo along with a fully executed W-9 form (only if you are selling tickets) as well as proof of insurance.
4. Once all materials are received, a member of the production department will contact you and walk you through the production details of your event.

CONTACT INFORMATION

<p>The Unicorn Theatre 6 East St. Stockbridge, MA 01262</p> <p>Berkshire Theatre Group 111 South Street Pittsfield, MA 01201 Phone (413) 448-8084 www.berkshiretheatregroup.org</p>	<p>General Contact: Ashlei Melillo <i>Assistant to the Artistic Director, CEO</i> Phone (413) 448-8084 x18 ashlei@berkshiretheatre.org</p> <p>Box Office: Phone (413) 997-4444</p>
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The Unicorn Theatre facilities will be made available to individuals and/or organizations that have purposes considered to be compatible with the mission and image of Berkshire Theatre Group. Any user of the Unicorn accepts the responsibility of protecting it for the long-term enjoyment of the people of the Berkshires. Rental reservations will be subject to completion of required documentation and payment of deposit. Any use of the space and equipment is subject to availability.

GENERAL RULES:

1. Fees must be paid in full a minimum of two weeks prior to facilities use, or as noted in the rental agreement.
2. Earliest load in time: 9AM. Latest load out time: 12 midnight. Overtime labor and rental fees may apply outside these hours of use.
3. Berkshire Theatre Group requires payment of a non-refundable security deposit of \$100 per rented day. Payment to be made with submission of completed Unicorn Theatre Rental Guidelines along with a check for the remainder of the rental fee to be dated the day of the event.
4. Berkshire Theatre Group reserves the right, but not the obligation, to make live, pre-performance announcement(s) and advertisement(s) at any event.

UNICORN THEATRE FEE SCHEDULE:

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Base Rental Rates

Auditorium, stage, lobbies, coat check, restrooms and backstage facilities

Rehearsal Day Rate	\$750/day
Performance Day Rate	\$1,000/day

Rental Rates Include:

1. Berkshire Theatre Group Ticket Office services
2. Front of House Staff and minimal operating staff
3. One Member of the production department (to advance the event only. Does NOT include day of event.)
4. Marketing assistance: event listed in e-newsletter and listing on Berkshire Theatre Group website.
5. Equipment as outlined below

Rental Rates do NOT include:

1. A member of the Production Department (day of event), stage labor, sound and lighting control operators (Berkshire Theatre Group will determine the number of technicians and front of house staff required to load in, set up, focus, and restore light plot and stage equipment)
2. Special setups for stage, seating areas, lobbies
3. Special custodial or trash removal services (required in some cases)
4. Special fire alarm panel monitoring (required in some cases)
5. Security detail (required in some cases)
6. Video projection equipment
7. Labor cost to restore the theater after the rental to the basic condition needed for regular program activity

Labor rates (all labor rates are subject to a 4 hour minimum):

Light board and sound board ops, riggers, stage specialists, audio assistant	\$33.00/hour
Fire watch (if required)	\$62.50/hour
BTG personnel for rehearsal (only if rehearsal day exceeds 8 hours)	\$10.00/hour

Ancillary Fees:

Facilities Fee	\$3.50 per ticket included in Lessee established ticket price on sale through ticket office and Lessee's consignment.
Credit Card Sales	5% of Credit Card Sales deducted at final settlement
Friend of the Theatre Discount	10% off at ticket price (including facilities fee)
Lessee Merchandise Concession Sales (Lessee provides seller)	20% of gross
Lessee Merchandise Concession Sales (Berkshire Theatre Group provides seller)	25% of gross
Security Guards	\$55
Bag Check	\$25/bag checker
Cleaning Fee for food served or prepared in carpeted areas	\$225
Marketing Fee for unapproved use of logo and name	\$250/instance
Overtime Fee (if event exceeds 14 hours)	\$200/hour
Handling Fee added to order total for all phone, mail, fax and online orders	\$6/order
Keyboard Rental (Subject to Availability)	\$150
Handheld Microphone Rental	\$20
Wireless Handheld Microphone Rental (Subject to Availability)	TBD
Specialty Microphone Rental	TBD
Piano Tuning Fee	\$125.00

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Optional Marketing Fees:

Colonial Theatre Lobby Flat Panel & Stage Screen Slides	\$150/month
Colonial Theatre’s outdoor LED Marquee (subject to availability)	\$300 for 3 days (minimum)
	<u>\$500 for 2 weeks</u>
	<u>\$750 for 4 weeks</u>

SCALING OF HOUSE

The Unicorn Theatre contains a total of 122 usable seats. Berkshire Theatre Group shall retain jurisdiction over four (4) seats per performance, to be considered part of the Rental Fee. Lessee shall have a total of 118 seats at its disposal. The Seating Breakdown is as follows:

GUIDELINES

The following guidelines are designed to safeguard the property and ensure the success of your event.

1. The Unicorn Theatre is a private facility. Berkshire Theatre Group assumes no responsibility for marketing the event and makes no claims as to the outcome of any incidental marketing of the event.
2. Berkshire Theatre Group reserves the right to determine eligibility to rent the facilities.
3. The facilities may not be used for any event that may detract from the positive public image of Berkshire Theatre Group.
4. Berkshire Theatre Group reserves the right to require its house program to be used at the event.
5. Renting of additional tables, chairs, linens, etc. is the responsibility of the Lessee.
6. Along with the submittal of the application form and deposit, Berkshire Theatre Group will ask you to provide detailed information about your event to determine if we can meet all of your expectations. Only after this application is processed can a rental agreement be developed. Once that agreement is signed, the deposit is received, ticketing information (if applicable) is returned, and appropriate proof of insurance is submitted, a copy of the rental agreement will be returned to you and your reservation will be confirmed.
7. **NO PUBLIC NOTICE OF THE EVENT CAN BE MADE UNTIL YOUR USE OF THE SPACE HAS BEEN CONFIRMED WITH A RENTAL AGREEMENT.**
8. The Unicorn Theatre rental rate is based upon a reasonable work period in any one calendar day. Time in excess of 8 hours on a rehearsal day may incur overtime personnel fees of \$10 per hour.
9. Final payments may be made via certified or cashier’s check, cash or money order. Failure to complete payment for the rental in advance of the date will be grounds for cancellation. A check for the remainder of the rental fee must be submitted along with the deposit. This check will not be cashed until the day of the event and should be dated for the day of the event.
10. Under no circumstances may the Lessee consider ticket revenue for the event received by the ticket office as satisfaction of any deposit or payment requirements. Ticket revenue cannot legally be considered income earned until the event is completed and there is no potential for having to refund ticket monies to patrons.

STAFF

Berkshire Theatre Group staff supervision and equipment operation is required at all functions. Staff must be present from set-up through clean-up.

1. On a rehearsal day, Berkshire Theatre Group will provide a staff member at the rehearsal as part of the rental fee. On a performance day, Berkshire Theatre Group will provide minimal operating staff including a House Manager, appropriate Front of House staff and Ticket Office staff as part of the rental fee.
2. If Berkshire Theatre Group’s equipment is used, then Berkshire Theatre Group employees must be hired to run the equipment.

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3. Berkshire Theatre Group's production department will determine the number of technicians and front of house staff needed to properly control and present the event and will provide that estimate to the Lessee in advance. Berkshire Theatre Group reserves the right to evaluate the event and adjust the number of staff needed on-site as necessary. The cost of additional personnel and/or equipment is the responsibility of the Lessee.

LABOR AND WORK RULES

Berkshire Theatre Group has work rules in place to assure that theatre staff and over-hire personnel have reasonable breaks during the work day. Failure to consider these rules when scheduling can lead to penalties.

1. At a minimum, a one hour meal break every five hours is required for staff and crew. Breaks will be factored into the production schedule. A labor penalty of double time (two times the prevailing hourly rate) will be charged if a one hour break is not given after five hours. This double time rate will continue until a one hour break is given.
2. Hours are calculated in whole hours. There is no grace period for breaking the hour, so going one minute into the next whole hour is the same as going fifty-nine minutes into the next whole hour.
3. Break times may be staggered so long as the above rules are not broken.
4. Berkshire Theatre Group maintains a zero tolerance drug and alcohol policy for all personnel hired by Berkshire Theatre Group or the Lessee. This policy is governed by the laws of Massachusetts and will be strictly enforced.
5. Once a crew call has been established, Lessee may not alter the call within two weeks of the event without approval from Berkshire Theatre Group.

FACILITIES

The Berkshire Theatre Group administrative offices are open daily Monday thru Friday 9:00-5:00, except on certain holidays. The Unicorn may be unavailable from time to time to address necessary facility needs.

1. Basic cleaning will be considered part of all facility rentals. This covers the cost of cleaning the auditorium, lobbies, public bathrooms, and dressing rooms. If food is to be served during an event, a \$225 cleaning fee will be assessed. If warranted, the cost of garbage removal or excessive cleaning will be an extra expense charged to the Lessee.
2. Some events require a security detail above and beyond that provided by the Berkshire Theatre Group staff. The cost for any additional security is the responsibility of the Lessee.
3. Smoking is not permitted in any of the buildings and only in designated areas outside of the building.
4. Except for service animals, no animals are allowed in the theatre.
5. Berkshire Theatre Group will have the ability to determine issues of public safety and may act accordingly at the discretion of staff.

EQUIPMENT:

1. The sound and light systems are included in the base rental rate. The Lessee will assume the cost of labor for qualified lighting and sound operators, unless, in the sole judgment of a member of the Production Department, the Lessee or their personnel can demonstrate a sufficient proficiency in the operation of The Unicorn Theatre systems.
2. The Unicorn Theatre light plot varies. The light plot in place at the time of the rental is included in the standard rental rate. Any changes to this standard lighting plot will be charged at a time and materials rate along with any labor cost.
3. The Unicorn does not have a permanent sound system in place. The renter will assume the cost for sound reinforcement.
4. The use of fog or haze is not permitted.
5. In order to comply with FCC-mandated regulations, Berkshire Theatre Group prohibits the use of microphones, headsets or any other wireless devices that operate using the frequencies between 698 and 806 MHz (the 700 MHz Band) for broadcast.

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PROPERTY:

1. The Lessee assumes all financial responsibility for damage to, or loss of property belonging to Berkshire Theatre Group and for any personal injury that may occur during or as a result of use of the property. Additionally, the Lessee agrees to indemnify and hold harmless The Unicorn Theatre, Berkshire Theatre Group, its staff, and Board of Trustees for injuries and damages occurring as a result of this rental activity. Proof of insurance must be provided by the Lessee before the event can take place.
2. All show materials and equipment must be removed from the property immediately after the event, unless otherwise approved by Berkshire Theatre Group. If equipment is not removed, Berkshire Theatre Group reserves the right to have the equipment removed at the Lessee's expense.
3. Furnishings or objects belonging to Berkshire Theatre Group may not be moved without specific approval of Production Department.
4. If there are deliveries, all items must be delivered and picked up on the day of your rental. The Berkshire Theatre Group Production Department must be aware of when items are to be delivered.
5. The use of open flame is not permitted anywhere in the facility, except "canned heat" for warming food as part of a catering setup. Any proposed use of pyrotechnics or similar devices must be approved by the Berkshire Theatre Group Production Department in advance.

DECORATIONS AND DISPLAYS:

1. Unauthorized displays, decorations or special equipment are not permitted.
2. Use of tape, staples, tacks, nails, screws, and paint is strictly prohibited.
3. Lobby displays, banners, etc may not be attached to walls, ceiling or floor. Assistance is available to ensure that displays are properly hung without damaging Unicorn Theatre property.
4. All equipment and scenery must be properly fireproofed according to industry standards. No pyrotechnic displays will be permitted without the proper licenses as required by the State of Massachusetts.
5. All approved decorations must be fireproofed.
6. Candles are not permitted, with the exception of small birthday candles, votives, or outdoor terrace lamps, all to be previously approved by the Production Department.
7. Lagging into the stage deck is strictly prohibited.

PERFORMANCE RIGHTS:

Lessee shall be responsible for payment of any and all royalties for copyrighted material used during the course of Lessee's event. **Payment shall be deducted at final settlement and shall consist of monies withheld and due ASCAP (at the rate of .8% of Net Adjusted Gross Box Office Receipts), BMI (at the rate of .8% of Net Adjusted Gross Box Office Receipts), and SESAC (at the rate of total attendance multiplied by 0.0221).** The aforementioned rates are as of August 20, 2010 and subject to change. Berkshire Theatre Group will remit royalty payments on behalf of the Lessee.

RECORDINGS AND BROADCASTING:

1. Specific advance arrangements must be made with The Berkshire Theatre Group Production Department when any performance or rehearsal is to be recorded or broadcast.
2. Lessee entity is solely responsible for securing all rights and licenses associated with any recording or broadcasting.
3. Additional fees for stage labor may be applicable for some types of recording or broadcasting.
4. Any commercial use of recordings or broadcasts done at The Unicorn Theatre must carry approbation identifying the location in wording that is acceptable to Berkshire Theatre Group.

HOUSE RULES:

1. The stated hall capacity will not be exceeded under any circumstances.
2. The house will open to the public 30 minutes before the scheduled show time, following a consultation between House Management and the Production Department.

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3. The actual start time for the performance will be decided by the Production Department after consultation with House Management and the Performers.
4. Performances will terminate by 11:00 PM unless approved, in advance, by the Production Department.
5. Lighting intensities for the auditorium, lobbies and backstage spaces will be under the direct control of the Production Department, who will have the final authority on those intensities at all times.
6. Audio levels for the auditorium will also be under the direct control of the Production Department. At no time shall the sound volume level exceed 96 decibels in any area of the theatre.
7. Flash photography is permitted in The Unicorn Theatre auditorium by special arrangement. Photography is permitted in the lobby and related areas and outdoors.

CATERING:

1. All food and beverage services must be provided by licensed caterers and approved by Berkshire Theatre Group.
2. There are no facilities for cooking, chilling, or freezing large quantities of food. Set-up and clean-up including the removal of trash to the dumpsters are the responsibility of the Lessee and catering staff.
3. If food is to be served in the carpeted areas of the facility, a \$225 cleaning fee will be assessed.
4. Guests shall be advised that food and beverages may not be brought onto or removed from the premises by anyone other than the approved caterer. Berkshire Theatre Group staff will indicate which areas of the facility may be off-limits for food and beverages. Food is prohibited in the auditorium.
5. Cooking indoors with open flames is not permitted. Cooking outdoors will be permitted upon meeting specific conditions.
 - a. Open flames shall be at least twenty feet from The Unicorn Theatre buildings.
 - b. Open flames shall be attended to at all times.
 - c. The Production Department shall be notified after extinguishing the open flame, to determine that all cinders have been properly extinguished.

MERCHANDISE:

1. Berkshire Theatre Group will collect a commission share of 20% of gross receipts (net of any tax) for all merchandise sold by Lessee and/or artist including all video, audio and apparel sales. If Berkshire Theatre Group provides the seller, the commission share will be 25% of gross receipts.

ALCOHOL:

1. The Lessee acknowledges and understands that The Unicorn Theatre has a license for beer and wine only and will act as the seller of all alcoholic beverages. Berkshire Theatre Group will provide bartenders for those functions at which alcoholic beverages are sold and will determine the start and ending times for alcohol sales.
2. Berkshire Theatre Group reserves the right to stop serving alcohol to any individual or group without notice or to remove from the premises anyone intoxicated or behaving in a destructive manner.

INSURANCE:

1. The Lessee assumes responsibility for the conduct of all persons at the event and all financial responsibility for payment of fees and the coverage of any damage or loss of the Unicorn Theatre property occurring as a result of or during the function and for any personal injury that may occur during, or as a result of, such use.
2. The Lessee assumes full liability for the action of their employees, contracted personnel, agents, guests, and volunteers and agrees to hold harmless and indemnify The Unicorn Theatre for any acts or omissions of these persons.
3. **The Lessee is required to provide Berkshire Theatre Group with proof of insurance listing The Unicorn Theatre as an additional insured. The policy should cover General Liability as well as Worker’s Compensation and Employers’ Liability Insurance for \$1,000,000 each. Liquor Liability should be covered if serving alcohol not through the theatre’s license.**

4. Proof of insurance coverage for the date of the event must be provided to Berkshire Theatre Group at least 14 days prior to the event.
5. Berkshire Theatre Group is not responsible for the loss of any belongings of the Lessee, its guests, employees, contracted agencies or personnel, or volunteers.

USE OF BERKSHIRE THEATRE GROUP LOGO AND NAME:

1. The “Berkshire Theatre Group Guest Presentation” logo must be used by the Lessee in any promotional materials. Nothing in the Lessee’s marketing may indicate that a partnership relationship exists with Berkshire Theatre Group. Use of the Unicorn name or the Berkshire Theatre Group logo during any media-related coverage of special events must be coordinated with the Marketing Department prior to the event.
2. All materials including print advertisements, posters, postcards, invitations and any other collateral materials must be submitted to the Berkshire Theatre Group Marketing Department for approval at least two weeks prior to use. **The Lessee will be charged \$250 in addition to the overall cost of the rental for each instance of using advertising materials without the approval of the Berkshire Theatre Group Marketing Department.**

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IMPORTANT:

Please sign and return this page and ALL subsequent pages to:

Ashlei Melillo
Berkshire Theatre Group
111 South Street,
Pittsfield, MA 01201

Please retain pages 1 through 7 for your files.

In filling out the following application form, please be sure that you have answered all questions as completely as possible. If you have questions, please call or email Ashlei Melillo at 413-448-8084 x18 or ashlei@berkshiretheatre.org.

By signing below you indicate that you have read and understood the guidelines as they have been set forth in this document and that you agree to those guidelines as a basis for a rental agreement.

Please note that this is not your rental agreement. An agreement will be generated based on the information you have provided in this application form and sent to you for signature. Please be sure you have completed this form in full so that there will be no delay in generating the agreement.

Lessee: _____ Event Date: _____

I/We have agreed to all conditions set forth in The Unicorn Theatre’s Rental Guidelines.

Authorized Signature

Date

Print Name

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UNICORN THEATRE FACILITIES RENTAL APPLICATION FORM

Organization: _____

Contact Name and Title: _____

Address: _____ City, State, ZIP _____

Telephone (day): _____ (evening): _____ (cell): _____

Fax: _____ Email: _____

Organization Tax I.D. or Individual Social Security Number: _____

Event Title: _____

Event Date: _____

Time of Event: _____

Purpose/Type of event (ex. cocktail party/reception, buffet, performance, or sit-down dinner, etc.):

Anticipated Number of Guests: _____

Length of Event: _____

Certificate of Insurance Attached: Yes No

If no, please submit at least 14 days prior to event.

Check for \$100.00 Per Day Rental Deposit submitted: Yes No

If no, please send as soon as possible. Date will not be held until deposit is received. If you're prefer to pay via credit card please call Ashlei Melillo, 413-448-8084 x18.

SCHEDULE

What time will you arrive? _____

If you have trucks, what time will they arrive? _____

Will there be any deliveries made to the theatre in your name prior to your event day? Yes No

If so, please provide details: _____

Please provide us with a schedule of your event day (i.e. 9am: load in, 11am: guests arrive, 11:30am panel discussion, 12:30pm clean up, etc.):

Catering

Will your event be catered? Yes No

If so, by whom? _____

When will they arrive? _____

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TECHNICAL INFORMATION

Lighting (Stage House Only)

Do you have any special lighting requirements?

Audio

Do you need live sound reinforcement? Yes No

If so, what are your requirements?

Are you bringing any audio gear or musical instruments? Yes No

If so, please list:

Is your event being recorded for audio? Yes No If so, by whom?

Video

Are you using any video projection? (This includes PowerPoint) Yes No

If so, will the video presentation include audio? Yes No

Do you have all the necessary equipment? Yes No

If not, what are your requirements?

Is your event being recorded for video? Yes No If so, by whom?

Contact Info for video recording:

Rental Equipment

Do you anticipate renting any BTG equipment as listed on page 2?

Other

Is there anything else that you think we need to know about your event/show?

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MARKETING FORM

Poster:

As part of your venue rental, Berkshire Theatre Group will provide you with display space for one (1) poster in The Colonial Theatre Historic Lobby (Dimensions: 11” wide x 17” high). Please submit the image for approval prior to printing the poster. All advertisement must include BTG’s Guest Presentation Logo.

Website:

Please provide a word document with an event description or summary for the Berkshire Theatre Group website. This should be a final draft and must be written exactly as you like it to appear.

Additional Marketing:

Flat Screen Ad: Yes No

If so, what date would you like to advertising: _____

LED Marquee: Yes No

If so, what date would you like to start: _____

Company/Organization Website: _____

Company/Organization Email: _____

N.B. Please provide a word document with an event description or summary for the Berkshire Theatre Group website. This should be a final draft and must be written exactly as you like it to appear on the Berkshire Theatre Group website.

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RENTAL TICKETING FORM

This form must be completed in full. Tickets will not be made available for sale until form is received.

Performance Title: _____
(Exact wording, as it will appear in print)

Presenter: _____

Desired on-sale date: _____

Intermission: Yes No

Anticipated Intermission Length: _____

Performance Ticket Prices: \$ _____

*Please list ticket prices at net. There will be a \$3.50 per ticket Facility Restoration Fee added to the above ticket prices. Berkshire Theatre Group retains 100% of said Facility Restoration Fee.

Discounts and/or Promotions: _____

Total Ticket Prices (including \$3.50 Facility Restoration Fee): _____

General Admission: Yes No

If no, how would you like price points broken out:

Quantity	Section	Row	Price
	Orchestra		
	Orchestra		
	Balcony		
	Balcony		
	Gallery		
	Gallery		
	Orchestra Boxes		
	Balcony Boxes		

Artist Comps: _____
(Quantity & Location)

Email completed application to Ashlei Melillo, ashlei@berkshiretheatre.org.