

BERKSHIRE THEATRE GROUP

111 SOUTH STREET | PITTSFIELD, MA 01201

COLONIAL THEATRE LOBBY RENTAL GUIDELINES

PLEASE NOTE: THIS IS NOT YOUR RENTAL AGREEMENT

Thank you for your interest in The Colonial Theatre Lobby. This document is designed to walk you through all of the necessary guidelines and costs involved with renting the Colonial Lobby. If you have any questions along the way, please don't hesitate to contact our Rentals Manager. **Please note – A Colonial Theatre Lobby Rental is considered a non-ticketed, low impact rental requiring no production, production labor or marketing assistance. If you require production, marketing or ticketing assistance for your event please use the "Garage Rental Guidelines".**

Here are the steps for renting The Colonial Theatre Lobby:

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. Please return pages 7-9 of the completed rental guidelines to Tor Krautter, Programmer & Rentals Manager, as well as the \$100 non-refundable security deposit denoted in the General Rules below. Checks should be made payable to: Berkshire Theatre Group. If you would like to pay by credit card, please contact Tor Krautter directly at 413-448-8084 ext. 24. **Once the completed forms and deposit are received, a contract will be drafted and returned to you. Please sign the contract and return to Tor Krautter along with payment for the remaining rental fee (to be held until day of rental) as well as proof of insurance.**
2. 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>Berkshire Theatre Group 111 South Street Pittsfield, MA, 01201 Phone (413) 448-8084 Fax (413) 448-8772 www.berkshiretheatregroup.org</p>	<p>General Contact: Tor Krautter <i>Associate Artistic Director, Programming & Rentals Manager</i> Phone (413) 448-8084 x24 tor@berkshiretheatre.org</p> <p>Box Office: Phone (413) 997-4444</p>
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The Colonial 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 Colonial 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.

For the purposes of this document, any reference to "Lessee" will identify the renter of The Colonial Theatre Lobby and any reference to the "Lessor" will identify Berkshire Theatre Group.

GENERAL RULES:

1. Fees must be paid in full a two weeks prior to facilities use, or as noted in the rental agreement.
2. All fees are for one period of (14) consecutive hours. Berkshire Theatre Group determines hours of use.

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3. Earliest load in time: 9AM. Latest load out time: 12 midnight. Overtime labor and rental fees may apply outside of these hours of use.
4. Berkshire Theatre Group requires payment of a non-refundable security deposit of \$100 per rented day. Check to-be paid with submission of completed Colonial Theatre Lobby Rental Guidelines.
5. Berkshire Theatre Group reserves the right, but not the obligation, to make live, pre-performance announcement(s) and advertisement(s) at any event.

COLONIAL THEATRE FEE SCHEDULE:

Base Rental Rate	\$600
<i>Lobby, coat check, restrooms, and catering prep</i>	

The base rental rate includes:

1. Front of House Manager and Volunteers (if determined are needed by Berkshire Theatre Group).

The rental rate does NOT include:

1. Any production such as audio/video equipment, microphones, production labor, sound and lighting control operators etc.
2. Special production related setups such as staging, rehearsals etc.
3. Special custodial or trash removal services (required in some cases).
4. Berkshire Theatre Group Marketing assistance and Ticket Office services.
5. Security, including but not limited to bag check attendants and security guard personnel (required in some cases).

Ancillary Fees:

Cleaning Fee (when applicable)	\$250
Overtime Fee (if event exceeds 14 hours)	\$100/hour
Bartender Fee (Private Events & Holidays)	\$25/hour
Fee for Compromising Security	\$1000/instance
Bag Check	\$25/bag checker

LOBBY CAPACITY

The Colonial Theatre Lobby capacity is as follows:

1. Standing Room Only – 200 people
2. With Chairs Only – 150 people
3. With Tables and Chairs – 100 people

GUIDELINES

The Colonial Theatre is a Performing Arts Center with a responsibility to preserve two historic buildings. The following guidelines are designed to safeguard the property, retain its integrity as a National Treasure, and ensure the success of your event.

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1. The Colonial 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 submission 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 Colonial Theatre rental rate is based upon a reasonable work period in any one calendar day. Time in excess of 14 hours or the contracted time during a calendar day will incur overtime facility rental fees of \$100 per hour or portion thereof.
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 rental agreement. This check will not be cashed until the day of the event.

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. Berkshire Theatre Group will provide minimal operating staff including a House Manger.
2. BTG takes the security of its patrons, artists, and staff very seriously, and encourages the Lessee to do so as well. A minimum of (1) bag checker and (1) security guard will be required for all events. Additional security and/or police detail may be required depending upon the nature of the event being held. BTG will take into consideration the wishes of the Lessee in terms of security, but ultimately reserves the right to demand certain security measures as necessary after consultation with its management staff. The cost of security personnel 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. If the work day extends past midnight or beyond fourteen hours, a labor penalty of two times the prevailing hourly rate will be assessed for each hour or portion thereof.
4. Break times may be staggered so long as the above rules are not broken.

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5. 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.
6. 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 9:30-5:30, except on certain holidays. The Colonial 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 lobbies and public bathrooms. If food is to be served during an event, a \$250 cleaning fee will be assessed. If warranted, the cost of garbage removal or excessive cleaning will be an extra expense charged to the Lessee at the discretion of Berkshire Theatre Group's Executive Staff.
2. Smoking and vaping is not permitted in any of the buildings and only in designated areas outside of the building.
3. Except for service animals, no animals are allowed in the theatre.
4. Berkshire Theatre Group will have the ability to determine issues of public safety and may act accordingly at the discretion of staff.
5. **The Lessee will be charged \$1000.00 in addition to the overall cost of the rental for compromising the security of The Colonial Theatre.** No doors shall be propped open at any time without the permission of the House Manager. This shall include, but not be limited to the propping of exterior and interior doors without prior permission from the Production Coordinator and/or House Manager; failure to comply with directives from BTG employed security personnel and full-time staff; or any other actions that directly risk the safety and/or well-being of those on the premises.

FURNISHINGS:

The Colonial Theatre maintains a small inventory of tables, chairs and linens which are subject to prior use. All tables, chairs, linens, tableware, tents, and other additional materials in excess of our inventory are the responsibility of the Lessee. Rental items must be removed within 12 hours of the event, unless other arrangements have been made with Production Department.

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 Colonial 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 and/or House Manager.
4. If there are deliveries, all items must be delivered and picked up on the day of your rental. The Berkshire Theatre Group Production or Front of House Departments 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 and will require additional staff and fire watch.

DECORATIONS AND DISPLAYS:

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1. BTG will provide guidance and assistance with lobby decorations and display items to ensure there is no damage Colonial Theatre property.
2. Some decorations may require fireproofing depending on location.
3. Candles are not permitted, unless they are powered by a battery or alternate power source. As stated previously, open flames are not permitted.

CATERING:

1. All food and beverage services (excluding alcohol) must be provided by licensed caterers and approved by Berkshire Theatre Group. For alcoholic beverages, please see the section entitled “**ALCOHOL**” below.
2. The Colonial Theatre has a catering prep area for modest food prep and plating. 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 or prepared in the carpeted areas of the facility, a \$250 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 without prior approval of the Berkshire Theatre Group.
5. Cooking indoors with open flames is not permitted. Cooking outdoors will be permitted upon meeting specific conditions (sterno food warmers are permitted under supervision of caterer).
 - a. Open flames shall be at least twenty feet from The Colonial 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, CD and DVD sales. If Berkshire Theatre Group provides the seller, the commission share will be 25% of gross receipts. Settlement of merchandise commission concluded with the Lessee on night of show by The House Manger.

ALCOHOL:

1. The Lessee acknowledges and understands that Berkshire Theatre Group has a full liquor license covering The Colonial Theatre and will act as the seller of all alcoholic beverages.
2. No alcohol shall be served or provided by the Lessee or any party other than Berkshire theatre Group at any time.
3. No alcohol may leave the premises under any circumstance.
4. Berkshire Theatre Group will provide bartenders for any function at which alcoholic beverages are sold and will determine the start and ending times for alcohol sales. For private and/or non ticketed events, the Lessee will be responsible for the labor costs of all bartenders.
5. Berkshire Theatre Group and the bartenders employed by Berkshire Theatre Group, reserve 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 disruptive or destructive manner.
6. In the event that alcohol will be served on the grounds of The Colonial Theatre, but outside of the exterior of the building, special permits and liquor licenses must be obtained by the Lessee at the sole cost of the Lessee. All of these documents must be provided for review at the request of Berkshire Theatre Group.

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7. If the Lessee requests to have an open bar, a per-attendee fee will be assessed and billed to the Lessee in the settlement. This fee will be detailed in a supplemental rider to be agreed upon by the Lessee and Lessor at the time of contract signing.

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 Colonial 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 Colonial 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 Colonial Theatre Association 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.** Host Liquor Liability Insurance will be required for events that occur on the grounds of The Colonial Theatre (exterior) in which alcohol is being served under a one-day liquor 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 Colonial 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:

Tor Krautter
Berkshire Theatre Group
111 South Street,
Pittsfield, MA 01201

Please retain pages 1 through 6 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 contact Tor Krautter at 413-448-8084 x18 or tor@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 Colonial Theatre’s Rental Guidelines.

Authorized Signature

Date

Print Name

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COLONIAL THEATRE LOBBY FACILITIES RENTAL APPLICATION FORM

ALL EVENT DETAILS MUST BE INCLUDED IN THIS APPLICATION. ANY UPDATES OR AMENDMENTS MUST BE SOLIDIFIED WITH BTG FRONT OF HOUSE MANAGER NO LATER THE 1 WEEK BEFORE THE EVENT

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. birthday party/reception 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 Tor Krautter, 413-448-8084 x24.

EVENT SCHEDULE

What time will you 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: food served, 12:30pm clean up, etc.):

Catering

Will your event be catered? Yes * No *

If so, by whom? _____

When will they arrive? _____

Do you need to use our tables?* Yes * No * How many? _____

***Our tables refer to 6 foot and 8 foot rectangular tables which may be subject to prior use.**

Do you need to use our chairs?* Yes * No * How many? _____

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***Our chairs refer to rigid armless chairs with a foam back and seat covered in burgundy cloth which may be subject to prior use.**

FRONT OF HOUSE INFORMATION FORM

ALL EVENT DETAILS MUST BE INCLUDED IN THIS APPLICATION. ANY UPDATES OR AMENDMENTS MUST BE SOLIDIFIED WITH BTG FRONT OF HOUSE MANAGER NO LATER THE 1 WEEK BEFORE THE EVENT

What time will doors/house open? _____

***BTG House Manager will open house/doors a ½ hour before the event unless otherwise requested.**

Will you want the coat check open Yes No

Will you be bringing your own volunteers Yes No How many: _____

Merchandise Sales

Will you be selling merchandise? Yes No

Will you need any tables and chairs? Yes No How Many: _____

Will you be bringing someone to sell? Yes No Do you need a volunteer? Yes No

Will you bring a "Bank" of cash for change? Yes No

Other

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

Email completed application to Tor Krautter, tor@berkshiretheatre.org