

Theatre33 Facility User Service Agreement



Company Name _____

Representative Name _____

Contact (Phone, email) _____

Requested space, dates and times for reservation, including the set up and break down time, start and end of the event): _____

Theatre33 Amenities and rates:

Category	Non-Profit/Artist	Commercial
Event (hourly)	\$100	\$140
Performance (4 hr block)	\$375	\$535
Deposits/Fees		
Security Deposit	\$300	
Cleaning Fee	\$100	

Any other comments, arrangements _____

PARTIES: For purposes of this Agreement, Theatre33 will be referred to as “Theatre33” and the user, identified above, will be referred to as “User.” Collectively, the User and Theatre33 will be referred to as the “Parties.”

SPACE: This Agreement covers the space known as Theatre33, which is located at 13243 NE 20th Street, Bellevue, Washington 98005, including the equipment listed on **Schedule 1** of this Agreement. The space, for purposes of this Agreement, will be referred to as the “Space” or the “Theater.” The use of the Theater is limited to the specified and agreed upon space and does not include other rooms within the Theatre33. The Parties, by signing below, agree and acknowledge that the Theater is a commercial property and shall not, under any circumstances, be used for residential purposes.

PAYMENT: For events, 20% deposit is required to secure the reservation. In the case of cancellation of the event within 45 days of the event, the deposit will not be refunded. Payment in full (80%), \$300 damage deposit and \$100 cleaning fee (i applicable) are due on the day of the event. If the reservation is made within 45 days of the intended event, the 20% deposit will not be refunded in the event of cancellation.

Theatre33 will provide the User with an invoice for payment due. If fees are not timely paid, then the User may forfeit future any or all reservations. Payments may be made by either check, money order, PayPal or card. For any form of payment returned, such as checks returned for No Such Funds or Insufficient Funds, the User will be assessed a \$25 fee for each occurrence and may be subject to a late payment fee of \$100 for any deadlines missed as a result of a returned payment.

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RESCHEDULING: All requests for rescheduling after the execution of this Agreement may be made, in writing, to Theatre33. While Theatre33 will attempt to work with the User to accommodate any rescheduling requests, the User acknowledges and agrees that rescheduling requests may not be granted.

RESPONSIBILITIES:

- (1) User agrees to the following list of responsibilities. Failure to perform any of the actions listed below, or otherwise stated in this Agreement, may result in one of the following, at Theatre33's exclusive discretion: (a) additional fees assessed as outlined in the Theatre33 **Amenities and rental rates** table, (b) the release of any booked rental space, and/or (c) the loss of future use privileges. A Theatre33 staff member will be on premises during the use.
- (2) At the end of each individual rental date User agrees to the following:
 - a. Return all chairs to their storage place and ensure that stacked chairs are secured.
 - b. Remove all props, set pieces, and other outside equipment (unless previous arrangements have been made with Theatre33.)
 - c. Remove all trash. Sweep/mop floors and perform any other cleaning necessary to return the theatre space and lobby areas to the state in which they should have been found. If the User generates perishable waste, it needs to be taken out to the trash bins located in the northeast corner of the Space's parking lot. If extra cleaning is required, or if damage of any kind is done to the facility, the User shall pay upon demand for any and all janitorial services, repairs, and refurbishment required as a result of the User's use of the Theater.
 - d. Place all tables, chairs, rehearsal cubes, screens, chalkboards, music stands, or other equipment to their original locations.
 - e. Do NOT remove any chairs, tables, or other equipment from the theater or place any chairs, tables, or other equipment from any other location into the theater without the approval of Theatre33.
 - f. Remove all signs posted on doors, hallways, or any other areas on the grounds.

USER'S USE OF SPACE/THEATER:

- (1) The User agrees to use the space in a respectful manner and to cause no damage to the space. Spike tape may only be placed on the floors with permission of Theatre33. No other type of tape is allowed, without the approval of Theatre33. Failure to adhere to this rule will result in additional fees. Tape placed on the floors must be removed at strike.
- (2) The User agrees that, unless Theatre33 agrees otherwise, (a) No bicycles are allowed inside the Theater; (b) No animals (with the exception of licensed service animals) are allowed inside the Theater; and (c) Smoking of any kind, including the use of Vape and e-cigarettes, is prohibited.
- (3) Access to Theatre33 will be available to the User during the times and on the dates stated above, unless Theatre33 agrees otherwise. Theatre33 does not allow access to the rental space at any time before the start time or after the end time approved above.
- (4) User agrees and acknowledges to perform all the responsibilities listed above in the section of this Agreement titled "**Responsibilities**" listed and agrees to entirely vacate the Theater at the

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conclusion of the User's rental period. The User may incur, at Theatre33's discretion, additional expenses or fees for time in the Space not listed in the Invoice.

- (5) Only Theatre33's designated staff may operate Theater equipment, unless prior arrangement is made with Theatre33 by the User. Technical rehearsals/performances utilizing the technical equipment of Theatre33 will not be permitted without the mandatory consultation with the technical staff at an additional cost to the User (\$45/hour). Technical staff is required for all events involving Theatre33 technical equipment unless the Technical Director allows the user's representative to use the equipment.
- (6) The User shall not use the Space for any unlawful purpose and shall not use the Space for any purpose that violates any copyright or infringes upon the literary or any rights whatsoever of any person, firm, or corporation.
- (7) Theatre33 House manager must be present at all times at an additional cost to the User (\$45/hour). Technical and bartending staff can be available at an additional cost to the User (\$45/hour).
- (8) The User shall be solely responsible to Theatre33 for any and all repairs and replacement of any equipment used by the User under this Agreement. Provided prior arrangement is made with Theatre33, the User may store its equipment at the Theater, provided, however, that the User agrees that Theatre33 shall not be responsible or liable for any loss or damage to the User's property that results from its storage at the Theater.
- (9) The User shall not cause unreasonable levels of noise which may disturb neighbors or other building occupants, taking into consideration the multidisciplinary nature of Theatre33 and its proximity to other facilities.

LIABILITY INSURANCE RENTER: Proof of liability insurance held by User is required and due upon request by Theatre33. User is responsible for providing a Certificate of Commercial Liability Insurance for a minimum of \$2,000,000 per occurrence and \$2,000,000 aggregate, including bodily injury, property damage, personal and advertising injury, as products/completed operations, and blanket contractual liability, as well as \$5,000 premises medical payment. This insurance shall include Theatre33 and OB Northup Properties, LLC, as well as their owners, officers, employees, and agents as additional insureds, with severability of interest covering claims made by one insured against the other.

CONCESSIONS: The User may sell concession items in the lobby area of the Theater before, during, and after performances. It is recommended that these items are non-perishable and individually wrapped. Unless Theatre33 gives prior permission, the User must remove all items related to concessions from Theatre33 after each performance. Theatre33 can open the bar during the performances, staffed by a MAST-certified bartender at an additional cost to the User (\$45/hour). The User may choose to supply alcohol to be served by the Theatre33 MAST-certified bartender at an additional cost to the User (\$45/hr) and corkage fee (\$15/bottle).

FIRE SAFETY: The User shall ensure all pertinent fire regulations are followed and shall keep all fire exits accessible at all times. The User shall not, nor permit others to, bring to or keep in the premises of the Theatre33 anything that will in any way increase the rate of fire hazard at the Space. The User shall not act in any manner which conflicts with ordinances, orders, requirements, rules, or regulations of the Fire Department or Board of Health or any other governmental department, commission, board, officer, or agency having jurisdiction over Theatre33. All equipment, props, scenery, or any other items brought onto the Theater grounds must be fireproofed according to fire safety regulations.

INDEMNITY & LIABILITY: By signing this Agreement, consideration for which is acknowledged by the User, the User agrees to indemnify, defend, and hold harmless Theatre33 from any and all claims, costs, losses, awards, judgments, injuries (whether personal injury or property damage), expenses, damages, and liabilities of any kind arising from or caused by the User's use of the Theater as described in this Agreement. The User, moreover, agrees to indemnify and pay any and all attorneys' fees or costs incurred by Theatre33 because of the User's breach of this Agreement or because of Theatre33's

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enforcement of this Agreement. Theatre33 shall have no liability to the User for any delay or annoyance caused to the User because of any public authority or because of any strike, lockout, or other labor difficulties.

REPRESENTATIONS: By signing this Agreement, the Parties represent to each other:

- (1) Theater33 represents it has the legal right to allow the use of the Theater to the User as stated in and in accordance with the terms of this Agreement.
- (2) The User represents that it has obtained all necessary licenses, permission, consents, and clearances and has paid all necessary royalties in connection with its use in Theatre33.
- (3) Theatre33 represents and acknowledges that any and all original works performed at the Space or under the terms of this Agreement shall not be the property of Theatre33 and Theatre33 expressly disclaims any ownership rights to any original works of art performed by the User at the Space.

GRIEVANCE POLICY: All invoices must be paid by the due date specified. If there is a portion of the invoice that is disputed by the User, then that portion must nonetheless be paid. After payment, the User may provide Theatre33 with a written explanation of the User's dispute, including the basis for the dispute. After review, Theatre33 shall contact the User to arrange a meeting (in-person or by phone) to review the User's grievance.

ADVERTISING MATTER: All printed material, advertising matter, printed programs, posters and pictures to be used before or during an engagement shall be the responsibility of the User, provided, however that sample copies of all printed materials, printed programs, and advertising materials shall be provided to Theatre33 upon Theatre33's request. Theatre33, at its sole discretion, may require the User to eliminate any or all contents of printed materials deemed objectionable by Theatre33.

MISCELLANEOUS

- (1) This Agreement shall be governed by, construed with, and enforced in accordance with the laws of the State of Washington applicable to contracts made and to be performed in Washington State regardless of conflicts of law.
- (2) The User shall not assign its rights or delegate its duties under this Agreement without the express written consent of Theatre33.
- (3) This Agreement contains the entire agreement (including riders, if attached) of the Parties, and may not be amended or terminated (except as expressly provided herein) except in a writing signed by each party.
 - a. If this Agreement contains riders, check this box
- (4) In the event a dispute over the interpretation, application, or enforceability of this Agreement arises, the Parties shall endeavor, in good faith, to resolve the dispute among them. In the event the Parties reach an impasse, then the Parties must undergo mediation with a third-party mediator selected, mutually, by the Parties. If mediation is not successful, or if the Parties cannot agree upon a mediator, then any and all unresolved disputes arising out of, or related to, this Agreement, including any and all unresolved grievances submitted under this Agreement, shall be submitted to Binding Arbitration before an arbitrator that is selected, mutually, by the Parties. If the Parties cannot agree upon an arbitrator, then the party demanding arbitration may commence an action for the limited purpose of obtaining appointment of an arbitrator by the Presiding Judge of the Superior Court of the state of Washington for King County. The arbitration shall be conducted in accordance with the provisions of the Uniform Arbitration Act, RCW Chapter 7.04A within King County. Any arbitration award may be enforced by judgment entered in the Superior Court of the state of Washington for King County.

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By signing and initialing below, the Parties hereby agree to all terms, conditions, rules and regulations as outlined within this contract.

USER:

Signature

Date

Print Name

Title

Company

THEATRE33

Signature

Date

Print Name

Title

Theatre33

PAYMENT INFORMATION

Preferred method of payment: Check/Cash Debit/Credit Paypal Other

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**Schedule 2
(Riders, If any)**