

Single Show Rental License (Simple)

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between _____ (“Owner”), as Owner of the _____ (“Theater”), located at _____ and _____ (“Producer”). Whereas the Owner wishes to license the Theater to the Producer and the Producer wishes to license the Theater for the presentation of the live stage event presently entitled _____ (the “Attraction”), the parties, in consideration of the mutual promises, covenants, and conditions contained herein, hereby agree as follows:

1. (A) The Owner grants to Producer the exclusive license to use and occupy the Theater, beginning _____ and ending _____, for rehearsals and presentation of the Attraction to the general public. The performance schedule shall be as follows:
 - (i) _____ evening performances, beginning at approximately ____P.M. on the following days of the week: _____; and
 - (ii) _____ matinee performances, beginning at approximately ____P.M. on the following days of the week _____.

[If the show is a children’s theater company presenting morning performances, then the following should be used instead:

_____ morning performances, beginning at approximately _____ on the following days of the week _____.]

 - (iii) Producer shall also be entitled to utilize the space for rehearsals according to the following schedule: _____.
 - (B) The Producer and his personnel shall be permitted to enter the space _____ hours before each performance and shall leave the space _____ after each performance, unless otherwise authorized by the Owner.
 - (C) The Producer and his personnel shall also be entitled to enter the space for the purpose of adjustment and maintenance of the physical production of the Attraction.
 - (D) The Owner represents and warrants to the Producer that the Theater is licensed by the appropriate governmental authorities having jurisdiction thereof for live performances for a maximum seating capacity of _____ persons. Sales of standing room admissions are unlawful and expressly prohibited under this agreement.
2. The Producer shall pay to the theater the sum of _____ dollars (\$_____), for the use of the space according to the following schedule: _____ dollars (\$_____) upon the signing of this agreement, representing the license fee for the first week’s performance;
_____ dollars (\$_____), for each week’s performance, payable on the _____ day preceding the week’s performance.
All fees must be paid in advance.
Failure to pay any week’s fee in advance as aforesaid, when due shall be cause for immediate revocation of this license and restoration of the space to the licensor.

3. In addition to the weekly fees payable as aforesaid, the Producer shall also deposit with the Owner the sum of _____ dollars (\$_____) as security for his faithful and proper performance under the terms of this agreement. Said deposit shall also be due and payable upon the signing of this agreement. No interest shall be payable thereon. In the event the Producer performs his obligations faithfully under this agreement and is not otherwise in breach thereof, then within _____ days after the period for take out expires (as described below), the Owner shall refund said deposit to the Producer. In the event the Producer fails to perform any obligation hereunder or is otherwise in breach, Producer shall immediately forfeit deposit and Owner shall take as his sole property as liquidated damages without any further claim thereon by the Producer. Nothing contained herein shall prevent the Owner from pursuing any and all other remedies available to him in law or in equity.
4. The Producer shall solely determine all ticket prices for the production.
 - (A) The _____ [Owner] [Producer] shall engage in all ticket sales and provide the personnel to conduct same [according to policies established by the Producer]. [Said policies shall not be effective upon the theater or its personnel unless first conveyed to same in writing prior to the beginning of ticket sales by the owner and his personnel.]
 - (B) All disputes, questions, or other matters arising out of ticket sales with the general public shall be the responsibility of the Producer. The Producer shall hold the Owner harmless and indemnify him against any loss, damages, or costs incurred due any claims or disputes resulting from the sale of tickets, whether such sales are made by the Producer or by the Owner's personnel.
 - (C) All proceeds from ticket sales shall immediately become the sole property of the Producer.
 - (D) Producer shall be solely responsible for all taxes or other fees imposed on all sales of tickets, and shall hold the Owner harmless and indemnify him thereon.
5. The Producer, at his own expense, shall provide the cast, physical production, literary rights, publicity and advertising, and personnel necessary to operate the Attraction [except that the Owner may provide the following personnel _____, whose salaries and fees shall be paid for by the Producer at the rates that may, from time to time, be prevailing, during the term of this license.]
6. The owner shall permit the Producer to use his sound and lighting equipment, provided same are used only under supervision of the Owner's own crew. The Producer may, at his own expense, bring in additional equipment.

[If the performance is a morning show—say, a children's theater company—and the Owner is running its own or another producer's attraction in the evening, the following clause should be inserted: "After each performance, the Owner shall refocus lights and readjust sound, as per the lighting and sound plots provided by the Owner or his evening licensee."]
7. After each performance the _____ [Owner] [Producer] shall be responsible for the cleaning of the Theater.
8. (A) Beginning on _____ [date], the Producer shall be permitted to bring in his physical production, including scenery, costumes, lights, etc., and to hang same according to the Hanging Plot, as described in section (B) below (the take in):

- (B) At least _____ days prior to the take in of the physical production, the Producer must furnish the Owner with the Hanging Plot of the show. The Producer may not begin take in until and unless he has first received Owner's written approval of the Hanging Plot. The Producer shall, at all times during the term of this license, comply with and follow the Hanging Plot, as so approved. No modifications may be made thereto without the written consent of the Owner.
9. Not later than _____ days after the last performance of the play, the Producer, at his own expense, must remove his entire physical production from the premises (the take out). If he fails to do so, as aforesaid, Owner may consider it a material breach of this contract. She may, at her option, and without further notice:
- (A) Declare the property abandoned and dispose of same as she sees fit, including sale of same. She will first apply proceeds of the sale to satisfy costs of removal and disposal; secondly, for any outstanding debts owed her by the Producer; and tender the balance, if any, to the Producer; or
- (B) Store any or all property in any facility of her choosing, without liability or obligation to safeguard same; and charge all costs of removal and storage to the Producer; or
- (C) A combination of (A) and (B) above.
- In addition to applying any proceeds of sale of said physical production, the Owner may deduct from the security deposit described in paragraph 3 above, the balance of costs of removal, storage, and disposal of said property, prior to refund of security deposit.
10. Producer, at his own expense, shall be solely responsible to provide adequate security to protect patrons, production personnel, and property.
- (A) Smoking is expressly prohibited anywhere on the premises, except that smoking which is part of the action of the Attraction.
- (B) The sale, consumption, use, or distribution of alcohol and/or illegal drugs on or about the premises is expressly forbidden, except that consumption or use which is part of the action of the Attraction.
- (C) Producer may not bring into the premises, or use, or store flammable or hazardous materials or chemicals of any kind.
- (D) Producer shall eject rowdy or misbehaving patrons, whose conduct may cause injury to persons or damage to property.
- (E) No chemical sprays of any kind shall be disbursed or directed at patrons or other persons on or about the premises.
- (F) Producer shall keep all fire doors, exits, and staircases free of obstructions at all times, when persons are present on the premises.
- (G) Producer shall obey all fire, building, and other safety ordinances which may be imposed upon or to which the theater or the Attraction may be subject, whether same are existing at the present time or created subsequent to the execution of this agreement.
- (H) Producer shall take no action that may jeopardize or endanger the Owner's license or permits.
- (I) Producer shall take no action that may jeopardize, endanger, or otherwise harm the Owner's Theater and equipment. Producer shall be responsible for any damage thereto, and Owner may deduct the reasonable cost of repair and/or replacement from

the security herein deposited by the Producer. However, said deductions shall not release the Producer from any additional claims or rights which the Owner may have against him, nor bar any remedies which the Owner may have against the Producer, in law or equity.

11. Producer shall be solely responsible for all licenses from the performing rights societies, such as ASCAP, BMI, etc., and shall obtain, at his own expense, any licenses or agreements necessary to perform copyrighted material owned by persons or entities other than the Producer.
12. [Producer shall operate, staff, and maintain all concession stand sales. Revenue shall be divided _____% to the producer and _____% to the Owner.]
[Alternate]
12. [Owner shall operate, staff, and maintain all concession stand sales. All revenues shall belong solely to the Owner, except as follows: Producer may sell souvenir books and show related souvenir merchandise out of the concession stands, and revenue on same shall be divided _____% to the Producer and _____% to the Owner.]
For all purposes under this clause, each party shall have the right to inspect and audit each other's books for concession stand sales, to verify that all sales and revenues have been properly accounted for and divided.
13. [Owner shall pay the cost of all utilities and same shall be included in the license fee.]
[Alternate]
13. [Producer shall reimburse to the Owner the cost of all utilities used during the term of this license, in addition to all other fees due hereunder. Producer shall pay such costs immediately upon receipt of notice and demand for same from the Owner.]
14. [Producer shall, at its own expense, provide his own programs.]
[Alternate]
14. [Producer shall purchase programs from Owner's program supplier.]
15. This arrangement is for the mere use of the theater during the term stated herein above and is a license only. The parties hereby expressly disavow any intention or desire to create a partnership, joint venture, or a landlord/tenant relationship between themselves. This agreement shall not be construed or interpreted as forming a partnership, joint venture, or landlord/tenant relationship between the parties.
16. Producer shall, at all times, at his own expense, carry the following policies of insurance, for the designated limits of liability:

Type of Insurance	Limits of Liability
_____	_____
_____	_____
_____	_____

Producer shall name the Owner and the Theater as co-insureds, and deliver copies of the policies and proof of premium payments therefore to the Owner no later than ten days prior to Take-In. All insurance must remain in force for the term of this contract.

17. (A) Producer has inspected the Theater prior to entering into this agreement and has determined it is suitable and satisfactory for his needs and requirements. Producer further accepts Theater in "as is" condition.

(B) Producer has submitted to Owner a true and correct copy of the materials presently constituting the Attraction. Owner has deemed same suitable and appropriate for performance in her Theater.

18. Producer shall make no modifications, alterations, refurbishings, or other changes to the Theater, its structure, and equipment, without first (a) obtaining the written consent of the Owner; and (b) obtaining any approvals, licenses, or permits from the appropriate governmental authorities having jurisdiction thereof. Upon vacating the Premises, the Producer must restore the Theater to its original condition, unless otherwise notified by Owner. Any modifications, alterations, or refurbishings permitted by Owner will, at the Owner's option, belong to the Owner after the termination of this license.
19. The provisions of this agreement will survive the run of the Attraction and will be binding on both parties, their heirs, executors, trustees, and assigns.
20. Notwithstanding the provisions of paragraph 18, the producer may not assign this agreement without the consent of the Owner.
21. All claims, disputes, conflicts, and other disagreements concerning the provisions of this agreement will be submitted to binding arbitration conducted in the city of _____ under the rules of the American Arbitration Association, by an arbitrator selected by both parties. Any court of competent jurisdiction may enter judgment upon the award so granted. The arbitrator will require the losing party to pay the reasonable costs and attorney fees of the prevailing party.
22. This document constitutes the entire agreement between the parties. No modifications or consents will be valid or effective unless contained in a writing signed by both of the parties.
23. The Owner and/or the Theater shall not be at risk of loss from any action or failure to act by the Producer and/or persons in his employment or control which (a) cause harm, damage, or loss to third persons and/or property owned or possessed by third persons; (b) result in claims that a third person or corporation has been defamed; (c) result in claims that rights of privacy, publicity, copyright, and or trademarks owned or possessed by third persons or corporations have been violated or infringed upon; (d) result in any other claims that the rights of third persons or corporations, which exist or are granted under statutory or common law, have been violated. In the event the Owner and/or the Theater suffers loss or damages under any of the foregoing, the Producer shall hold the Owner and/or the Theater harmless and indemnify them for all costs, attorney fees, court ordered judgments or damages, or other expenses incurred by the Owner and/or the Theater, including the defense of claims made hereunder. The Producer shall hold the Owner and/or the Theater harmless and indemnify them for all moneys paid out in settlements to third parties, only provided the Producer has first approved and consented to such settlements.

In Witness Whereof, the parties have hereunto set their hands and seals this day and date.

_____ (Producer)

_____ (Owner)

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.