

LETTER OF AGREEMENT

This document represents a lease agreement between the Rhode Island Center for Performing Arts ("RICPA"), as 'Lessor' and <<Promoter Names>>, Representative, as 'Lessee'.

Based on payment by Lessee of a theater rent of _____ plus *estimated* additional theater costs as shown in the "special provisions" section below, Lessee is entitled to use and occupy the main theater facility of RICPA from <<AM/PM>> on <<Day>>, <<Date>>, <<Year>> until <<PM/AM>>, <<Day>>, <<Date>>, <<Year>>, for the sole purpose of presenting a performance of the <<Event Name>> to an audience of up to 1000 people.

If there is a rehearsal/Non Performance event Lessee agrees following terms:

Rehearsal/Non Performance day Rental Amount: <<\$\$\$\$>>

Rehearsal/Non Performance date and Time:

Load In and Load Out time and date:

IF NOT USING OUR BOX OFFICE FOR TICKET SALES

In addition to a non-refundable deposit of <<\$Deposit>> that will be paid upon signing this agreement and balance to be paid no later than one month before the event takes place. Because the RICPA box office will not be selling tickets to this event, it is understood that all other show-related costs due RICPA shall be paid no later than 7 days prior to the event.

Payment must be in the form of a bank check and will not be executed and ticket sales may not begin until the check has cleared.

The lessee shall pay a service fee of an additional \$1 per ticket sold. The lessee shall also have to pay a security deposit of \$2,000 (two thousand dollars) for cost overruns, and this deposit shall be refundable after deduction of any applicable costs. Further, the lessee shall be required to pay an additional amount of \$255.00 or applicable rate for a Fire official required to be on duty. This payment of rent and other related costs in no way limits the responsibility of the Lessee and its representatives for damages to persons or property at RICPA as a result of said use, nor does it limit any other obligation which Lessee and its representatives may have to RICPA.

IF SELLING TICKET THROUGH RICPA BOX OFFICE

In addition to a non-refundable deposit of <<\$Deposit>> that will be paid upon signing this agreement and balance to be paid no later than one month before the event takes place. **Payment must be in the form of a bank check** and will not be executed and ticket sales may not begin until the check has cleared.

Since the RICPA box office will be selling tickets to this event, it is understood that all other show-related costs due RICPA shall be paid upon settlement of event with RICPA representative or no later than 7 days prior to the event, in case the ticket sales revenue are less than the costs due at that time. This payment of rent and other related costs in no way limits the responsibility of the Lessee and its

representatives for damages to persons or property at RICPA as a result of said use, nor does it limit any other obligation which Lessee and its representatives may have to RICPA.

Lessor shall have complete custody and control of monies received from the sale of tickets wherever sold and admission fees wherever received. All such funds shall be the rightful property of Lessor, for the purpose of applying same in accordance with the terms and conditions of the agreement toward payment of any balances for rent and/or otherwise due or to become the Lessor's for any purposes whatsoever.

In the case that ticket sales at the box office 7 days before the performance are such that they do not cover the costs of the performance, lessee shall be required to pay a security deposit of an amount which the lessor thinks is appropriate to cover all costs related to the show including the balance of amount owed to the artist. This deposit shall be adjusted against ticket sales and the balance, if any, refunded to the lessee at time of settlement after the performance.

SETTLEMENT: Final settlement of actual expenses and rent shall occur one hour after advertised starting time of the last performance (intermission). All advance payments such as outlined in (a) and (c) above will be deducted from actual expenses to arrive at balance of costs due Lessor. All balances must be paid to Lessor prior to Lessee's departure of the facility.

In no case shall any refunds be made except when the Lessor is unable to deliver possession of the rented premises in accordance with the rental agreement. Should the Lessee choose to relocate the event specified to another facility, the Lessor indicated in this agreement shall receive the full rental fee including all applicable personnel and other miscellaneous charges

It is also understood that Lessee will carry comprehensive liability insurance of not less than \$1,000,000 per occurrence with a \$2,000,000 general aggregate, furnishing RICPA with evidence of said insurance with a company licensed to do business in the State of Rhode Island. This proof of insurance will need to be provided to RICPA at least two weeks before the date of the performance(s).

Special provisions and rates relating to this agreement: (subject to change)

- *Rental for Performance: \$3,000 vs. 12.5% of ticket/box office revenue whichever is greater (Performances held from Sunday to Thursdays). \$3,500 vs 12.5% of ticket/box office revenue whichever is greater (Performances on Fridays and Saturdays)*
- *Rehearsal (if available and subject to cancellation):
Other than day of Performance (8 Theater hours): \$2,500*
- *If Tickets Sales run through RICPA box office: Restoration Fees \$2, Handling Fees \$4 (via phone or web sale)*
- *Non Performance Rental/Rehearsal \$2,500, maximum 8 hours*
- *Load In/Load Out : \$400 (Maximum 4 hours) or \$15 per loader per hour - minimum 4 hours (whichever is greater)*
- *Rental of Theater Sound System @ \$600*
- *Rental of Theatre Lighting System @ \$500*
- *Spotlight Rental, if needed, @ \$150/Spot Light per rehearsal, per performance*

- *Box Office charge \$175/Week for 4 Weeks Cap*
- *Credit Card Charges 4.5%*
- *Website Advertising and Marquee \$100*
- *Event Cleaning/Show \$500*
- *Public Safety/Security \$400 (minimum additional safety measures to be determined by event size and shall be added at the rate of \$15 per security officer per hour and \$25 per hour for Supervisor)*
- *Fire Marshall/Official on duty when required (normally for audience over 400 persons): \$255 per official or prevailing rate.*
- *Front Of The House, Ushers and Volunteers \$300*
- *Back of house tech labor @ \$800 or total of hourly charges per stagehand as required by the show, whichever is higher including all performance and non performance event(s). Stage hands will be charged at the rate of \$15 per hour (minimum 4 hours), and technical labor will be charged at the rate of \$25 per hour (minimum 4 hours).*
- *Option for creation of Orchestra Pit: \$1,500 (one thousand five hundred dollars)*
- *Marketing/Publicist fee for the event: \$900 (if applicable)*
- *In case the Repertory Light Plot has to be changed by lessee, a Restore Fee of \$200 will be charged (2 lighting techs x 4 hours @ \$25 per tech per hour)*
- *Tech director/Production Manager services, if required: \$750.00*
- *ASCAP/BMI : Determined by prevailing rates*

Terms and Conditions

Intermission

Lessee agrees that for all programs lasting one hour or more, an intermission of not less than twenty minutes (20) be held, subject to modification by the Lessor when necessary to meet unusual conditions. Failure by Lessee to fulfill these terms will result in \$2000 penalty during final Event settlement.

Concessions

The Lessors specifically reserves any and all concessions including, without limitations, candy, beverages, drinks, all alcohol, food, popcorn, cotton candy, ice cream, souvenirs, clothing items and programs. On those items that the Lessors specifically grants rights (i.e. CD, DVD, Cassettes and Video, souvenirs, clothing items and programs), the Lessor's concessionaire's non-negotiable 20% percentage of the gross receipts. If the Lessor provides labor for the sale of this merchandise, an additional amount of \$100 shall be charged for the seller. If more than one seller is requested by the lessee, the charges shall be \$100 per seller.

Announcements

Lessor reserves the right to request announcements prior to event or during intermission, which would relate briefly to future attractions. Lessor is also entitled make such announcements, as Lessor may deem necessary at any time in the interest of Public Safety. Lessee agrees that it will cooperate and will

cause its agents and performers to cooperate with the delivery of such announcements for public safety, including but not limited to announcements to require patrons to return to their seats.

Assignment of Rights:

The Lessee shall not assign this agreement or any rights hereunder nor sublet said premises without written consent of Lessor.

Removal of Property:

In the event that the premises are not vacated by Lessee when herein specified at the end of the term, the Lessor is hereby authorized to remove from said Rhode Island Center for the Performing Arts, at the expense of Lessee, all goods, wares, merchandise and property of any and all kinds and description placed therein by the Lessee. The Lessor is hereby expressly released from any and all such claims from damages of whatsoever.

Compliance – Licenses and Permits:

Lessee shall use and occupy said premises in a safe and careful manner and shall comply with all laws, rules, regulations, and ordinances of the City of Cranston, Rhode Island, and the State, County or governmental authority controlling or governing the designated premises or the operation therein, and all rules and regulations relating to the use of said Rhode Island Center for the Performing Arts. Lessee shall use said premises solely for the purposes herein provided and shall not permit said premises, or any part hereof, to be used for any unlawful or immoral purpose or in any manner as to injure persons or property; not do any act or suffer any act to be done which will in any way mar, deface, or injure any part of the Rhode Island Center for the Performing Arts; and upon termination of this agreement Lessee shall deliver up to said Lessor the premises aforesaid in good condition and repair as the same shall be found at the beginning of the term hereof, excepting only losses by perils covered by Lessor’s fire and extended coverage insurance for which subrogation has been waived by the insurer. Lessee agrees to provide, at its expense, all necessary licenses and permits required in accordance with law for the use of the premises as herein provided.

Right of Entry: The Lessor and its officers, agents, and employees engaged in the operation and maintenance of the Rhode Island Center for the Performing Arts reserve the right to enter upon and to have free access to said premises at any and all times.

Payment of Damages: Lessor shall not be liable for any damage occasioned by plumbing, gas, water, steam, sewage, heating, air conditioning, or electrical equipment, or the bursting or leaking of same, nor for damage arising out of water being upon or coming through the roof, openings, or otherwise.

Unavoidable Happening: In the event that the premises leased hereunder, or any part thereof, or adjacent premises required for access thereto should be so damaged or destroyed by fire or other

cause without the fault of Lessee as to prevent the use of the premises for the purpose and during the time specified hereunder, then this agreement shall terminate. In such event, Lessor shall be paid for all items or expense incurred by it hereunder and any rental accrued prior to such destruction or damage, but Lessee shall be relieved of paying rent accruing thereafter.

Responsibility of Damage or Loss: Lessee assumes all risk of damage to and loss by theft or otherwise of the fixtures, appliances, or other property of the Lessee or Lessee's exhibitors, contestants, and those contracting with Lessee, as well as employees thereof, and the Lessor is hereby expressly released and discharged from any and all liability for any such loss.

Broadcast Rights: Lessor reserves all radio and television broadcast rights, with no exceptions unless specified in writing

Door Opening; Unless otherwise agreed upon by both parties, doors will open to the public one hour prior to performance.

Right to Notification & Approval: The Lessor reserves the right to be notified and approve of decorators, caterers, and other service people or agencies employed by the Lessee. Lessor, in conference, shall inform the Lessee of approval or disapproval of certain outside services aforementioned for causes best known to the Lessor. Unless otherwise agreed, all catering shall be done by Amalfi Caterers, who have an exclusive contract with the theatre.

Safety Provisions: The Lessee shall not, without the written consent of the Lessor, put or operate any engine or motor, or machinery on the premises, or use oils, explosives, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes. The Lessee further agrees that all decorative material including floor covering used in the premises must be flameproof and that all matters involving safety be resolved by the decisions of the Lessor.

Management Discretion: Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the Lessor's President.

Notice to Show Requirements: Lessee shall provide Lessor at least fourteen (14) days before the performance a full and detailed outline of all show requirements and all such other information as may be required by Lessor concerning the event covered by this agreement, particularly where sound board seats could be obstructed by technical requirements and staging peculiar to the particular event.

Free Samples: No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of Lessor.

Copyrights: Lessee will assume all cost arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights or intellectual properties used on or incorporated in the event. Lessee agrees to indemnify, defend and hold harmless Lessor from any

claims or costs, including legal fees, which might arise from question of use of any such material described above.

Objectionable Persons: Lessor reserves the right to eject from the premises any objectionable person or persons, and neither Lessor nor any of its officers, agents, or employees shall be liable to Lessee for any damage that may be sustained by Lessee through the exercise by Lessor of such right.

Publicity: Placement of posters, flyers etc on the front or inside of the facility is solely at the discretion of the RICPA, Inc. Lessee agrees that all printed material; advertising matter, posters, and pictures to be made by the Lessee will include the RICPA logo, telephone number, and website in a size equal to Lessee's logo and/or website. Additional charges may apply. RICPA,inc shall also be supplying a PR Firm to help in the marketing of your show at the cost of \$500 per show to be paid by the lessee.

Cancellation Policy:

Lessee is expected to advertise canceled performances on both print and radio media. A \$1.00 charge per returned ticket will be in effect for all canceled performances to cover the additional cost of staffing resulting from the cancellation.

Refunds of deposits due to cancellation by lessee will be subject to the following policy:

60 days or more prior to date of booking: FULL REFUND

30 – 59 days prior to date of booking: 10% of the rental fee will be charged by lessor

15 – 29 days prior to date of booking: 50% of the rental fee will be charged by the lessor

7 -14 days prior to date of booking: Lessee shall be responsible for paying full rental fee

0 – 6 days prior to date of booking: Lessee shall be responsible for paying full rental fee plus all other costs including, but not limited to, labor, sound , lights, technical and security costs, and all other costs that may have been incurred by lessor on behalf of lessee.

Rates and terms are subject to change without notice.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized as of the date first mentioned.

Rhode Island Center for
Performing Arts (RICPA)
848 Park Avenue
Cranston, RI 02910

<<Name>>
Representative,
<<Address>>

By:

By:

WITNESSES:

By:

By:

Date: _____