

# Saint Joseph Abbey + Seminary College

### **Benet Hall Theatre**

	Event Name	Event Date(s)		Event Time(s)		No. of Performances:
	2004/07/2018/15 255 258/45/2 255/					
	Move-In Date & Time	Move-Out Dat	o & Timo:			No. of Rehearsals
		MOVE-OUT DAL	e or i me,	*****		NO. OF Reflectsols
					****************************	
1.	Tenant/Name of Person Responsible for Contract.					
2.	Name of Person Responsible for Event Arrangements.*		***************************************		******	
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	Are there any age restrictions for admission?	*****	*****	****	*********	
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		*******		*****		
4.	Tenant/Group/Organization Name					
(		********			*******************************	****
5.	Address		Email Address:			
		**********	******	*****	******	
	City	************	State		Zip Code	***************************************
	Office Phone # • Home	Phone # *			Fax # *	
6.	Non-Profit Status. //es No	141000				
1117192	If Non-Profit please give your status and ID number:	*****	111111			
	The Tenant must provide proof of general coverage liability insurance (please see part II: section 3 for more details and requirements) naming Saint					
	Joseph Abbey + Seminary College as additional insured. I	nitial	Jease see part i	<u>1, Section</u> 5 it	n more detail	is and requirements) haming same
7	Insurance Provider for all Theatre use for this event.					
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8	In the event that a hill or refund is to be issued to the Tor	ant from S I/		ato tho nom		an or the exception outboard
0.	the event that a bill or refund is to be issued to the Tenant from SJASC, please indicate the name of the person or the organization authorized oreceive the bill or payment.					
					Sector Se	
8	Address, if different from above.	**********************	********	************************************	*********	
0.	Address, il different from above.	- Second Second	t-Exception in the second			
******			*****	********************	********	
		******	*****	19133351231088800000000000000000		*****
9.	Federal Tax ID # for this person or organization.					

\* These apply to the person in charge of production details, i.e., the designated Production or Event Manager.

#### Please read and initial the following two paragraphs:

In the boxes below, be sure to include all of the hours that you or a representative from your group will be occupying any part of the Theatre. A *full-day* Theatre rental is considered to be an *eight-hour day*. When making your schedule, please be aware of the legal requirement for break times for all SJASC employees, including a one-half hour break after five hours of work. Also, be aware that overtime charges will apply on employee time that exceeds eight hours of work per day and/or 40 hours per week. Initial

Because this contract may be made well in advance of your event date, SJASC management understands that you may not currently know all of the specific production activity times. These can be submitted closer to your event as an update to the <u>Production Schedule</u>. It is, however, important to give accurate time parameters here for when you will begin and end each day to complete your contracted schedule. Initial

DATE	DAY	TIME		ACTIVITY		
		START	END	Please specify rehearsal days, event days, and other.		
Ex.May 23, 2010	Tuesday	3:00 PM	8:00 PM	Rehearsal		

Please remember that tenant's occupancy must be supervised by an SJASC employee. Fees will apply. Thank you.

# 11. BENET HALL FEE SCHEDULE AND ESTIMATE

The following is a schedule of fees and charges for use of the facilities at the Benet Hall Theatre. These charges may be modified upon conclusion of the program and are dependent upon the actual number of hours of use, consideration of damages, and/or use of additional facilities, equipment or staff. Overtime charges apply to all rates after 8 hours.

CATEGORY	TIME/QUANTITY	FEES	example	ESTIMATED TOTAL
EVENT (6 HR. MAXIMUM)		\$754.00	# of events x 754 00 =	
Additional event same day		\$429.00	# of events X 429.00 =	
Janitorial Service Weekend (Fri, Sat., Sun. only)		\$100.00	# of times x 100 00 =	
Rehearsal (4 hr. max.)		\$225.00	1 rehearsal (4 hrs.) x 225.00 =	
Rehearsal per hr. over 4 hr. block		\$52,00	# of rehearsal hrs. over 4 hr. block x 52 =	
Theatre usage over event max.		\$52.00	# of hrs. x 52.00 =	
Concession Rental Fee		\$100.00	\$100 per performance	
Technical Director		\$25/hr	total # hrs. in theatre x \$25 =	
Stage Manager		\$15/hr	total # hrs. present x 15.00 =	
Additional stage hands		\$12/hr	total # hrs. used x 12.00 =	
Piano Tuning		\$200.00	# of tunings x 200 00=	
Parking Attendants*		\$200.00	4 min. @ \$50 each = \$200	
Load-in equipment - 2 hr. limit		\$95.00	1 × 9.00 5 =	
Load-out equipment-2 hr. limit		\$95.00	1 x 95.00 =	

- In the case of damage(s): Clients will be billed or the amount deducted from the deposit.

- Overtime charges apply to all rates after 8 hours.

\*Parking Attendant fees will be waived if tenant provides FOUR (4) parking attendants.

Reminder: All checks should be written to SAINT JOSEPH SEMINARY COLLEGE

Please note that your signature at the end of the contract indicates that you have reviewed and accepted this estimate of your fees.

#### 12. DEPOSITS:

All checks should be written to SAINT JOSEPH SEMINARY COLLEGE. The Deposit is placed in account against any expense for physical damage or the need for additional cleaning as a result of the Tenant's event. The Deposit is collected in order to officially schedule a date for an event. If there is no physical damage, the deposit will be returned to the Tenant by subtracting it from the final invoice. Cancellation of an event more than 90 days prior to its scheduled date will result in the refund of all deposits. Cancellation of an event less than 90 days prior to its scheduled date will result in a refund of 50% of all deposits. Cancellation of an event less than 30 days prior to its scheduled date will result in the forfeiture of all deposits.

#### 13 ACKNOWLEDGMENT:

This contract is not assignable, and no part of it may be transferred or used by anyone other than the Tenant. This contract is valid only for the purposes shown and may be revoked at any time by SJASC. It is the responsibility of the undersigned to inform all persons utilizing the facility of the need to comply with all regulations of Benet Hall Theatre and other rented facilities on the campus of SJASC.

I have read and understand the rules and regulations of the Theatre and agree to abide by the terms set forth in this contract. I also acknowledge that this contract and attachments only contain part of the overall policies of SJASC.

Applicant's Signature	Date
Theatre Manager's Signature	Date

#### PART II AGREEMENT FOR THE USE OF BENET HALL THEATRE Saint Joseph Abbey + Saint Joseph Seminary College

Saint Joseph Abbey + Saint Joseph Seminary College (hereafter jointly referred to as SJASC), hereby agree to allow (hereafter referred to as the "Tenant") the use of SJASC's BENET HALL THEATRE as listed in the addendum(s), subject to the rules and regulations stipulated to in this agreement and all addendums attached thereto.

# 1. AGREEMENTS

SJASC shall not be liable for any injury to person(s) or damage to property sustained on the SJASC premises by members of the undersigned tenant, the tenant's organization or by performers/participants and patrons of the tenant's event(s).

Tenant will provide its own adult supervision of all participants and/or activities without assistance or involvement on the part of SJASC. The required number of adult supervisor to minor ratio is listed in the facility addendum.

The rental and security deposits shall be paid in advance of Tenant's use of the facilities. Any unpaid balance of the rental fee will be due upon receipt of the invoice, and no more than 30 days after the use of the facilities date as set forth above. After 90 days unpaid balances will be subject to a late fee of 1.5% per month of delinquency.

Activity on the part of the Tenant is to be confined to the THEATRE described in the addendum, save for walking to and from parking areas. Use of grounds in front of the Abbey monastery or the Seminary College grounds for rehearsals, meals or other gatherings is prohibited. Unless special arrangements have been made in advance, offices and hallways of SJASC, apart from the facility described in the addendum and the public restrooms in and adjacent to Benet Hall, are off limits and may not be trespassed upon by the Tenant, the Tenant's organization or by performers/participants and patrons of the Tenant's event(s). Fishing, swimming, boating, or any event in the adjacent river or the lakes is strictly prohibited. The use of Administrative offices, Dean's apartments, Family Rooms in Pius X and Borromeo Hall are off limits for use by the Tenant, the Tenant's organization or by performers of the Tenant's event(s) is prohibited. All buildings and areas not listed in the addendum are considered un-rented and are private property.

Unless special arrangements have been made and pre-approved by the Seminary College's theatre manager, no signs, posters or decorations may be used or placed on SJASC property. Art easels are available for signage in the Benet Hall lobby.

The Tenant may not bring alcohol onto SJASC premises.

Smoking is prohibited in all SJASC buildings. Smoking is also prohibited in the front lobby of Benet Hall before, during, and after performances and during intermission.

No food or drinks are allowed in the auditorium area of Benet Hall, in all conference rooms, the lecture room, the prayer room, or dorm areas.

The Tenant must leave all used facilities and equipment in a clean and orderly condition. In the event the facility used by the Tenant needs additional cleanings other than the routine maintenance, an additional maintenance fee of \$200 will be charged to the Tenant.

The Tenant must have an emergency procedure in place including access to cell phone numbers and a list of local medical emergency numbers.

The Tenant must have at least one individual with First Aid and CPR training on site.

The Tenant must inspect all equipment before using it and immediately report any problems found to the attention of the SJASC contact person so problems can be corrected. Equipment should not be used until it is repaired and in a safe condition. Tenant may not install any equipment not owned by SJASC in Benet Hall without prior written approval from the facilities director. If the Tenant rents additional equipment of any kind (lights, sound, video, etc.) a separate liability waiver must be executed between owner of the equipment and SJASC prior to installation of the equipment.

#### 2. PARKING

Parking areas for vehicles may be found around the triangle in front of the monastery and theatre. However, parking in the front is very limited. Additional parking is located in the Student's Parking Area behind the auditorium. Parking is strictly Part II & III Benet Hall Theatre prohibited in the gift shop parking lot next to the theatre's loading dock. Violator's will be towed at the owner's expense. For school performances, school buses should unload in front of, and on the road on the side of, Benet Hall. **The Tenant is responsible for informing bus drivers of these arrangements.** The Tenant is responsible for seeing that event participants go directly to the rented facility. They are not to roam around the seminary, monastery or other off limit areas.

Due to the limitations in SJASC's parking availability, four (4) parking attendants will be required to direct incoming traffic at least 1 ½ hours prior to all events. For example, if the event begins at 7 pm, then the parking attendants should be in place (area to be designated by theatre manager) by 5:30 pm. In the event Tenant does not provide parking attendants, then SJASC employees or designees will direct traffic for an additional charge of \$50 per attendant per event.

# 3. INSURANCE [please read carefully and submit this paragraph to your insurance agent]

In advance of the scheduled event, the renter warrants and will provide evidence in the form of a Certificate of Insurance which should include:

- Proof of insurance coverage for Saint Joseph Abbey and Seminary College.
- Saint Joseph Abbey and Seminary College must be added as an additional insured under the renter's policy for Comprehensive General Liability, which provides the minimum coverage:
  - Bodily injury, death, and property damage including completed operation, premises and operations coverage in the amount of \$1,000,000 for any one person with an aggregate of \$2,000,000 for any one occurrence.
  - > \$500,000 for property damage.
- This certificate must be provided with the signed contract and the deposit prior to date of rental. Failure to provide this certificate, signed contract or deposit will result in the automatic cancellation of the use of premises. The fully executed contract, deposit and certificate of insurance may be mailed to Saint Joseph Seminary College Attn: Kit Friedrichs-Baumann, 75376 River Road, St. Benedict, Louisiana, 70457. Or, it may be delivered in person to Ms. Friedrichs-Baumann at SJSC one week prior to the visit.
- Renter agrees to defend, protect, indemnify, and hold harmless SJASC and their respective directors, employees, agents and officers against and from all claims arising from the negligence or fault of Renter or any of its agents, officers, volunteers, partners, organizational members, or associates for activities performed pursuant to this agreement. SJASC agrees to defend, protect, indemnify, and hold harmless Renter and their respective directors, employees, agents, and officers against and from all claims arising from the negligence or fault of Renter or any of its agents, employees, agents, and officers against and from all claims arising from the negligence or fault of Renter or any of its agents, officers, volunteers, partners, organizational members, or associates for activities performed pursuant to this agreement.

# 4. ADDENDUMS + ADDITIONAL ROOM RENTALS

Please check each facility that will be rented on these dates.

**Benet Hall** 

•Classroom

• Hospitality Room

# PART III

Rules and Regulations for Benet Hall + SJASC facilities

# 1. EVENT FEE (S)

An event is defined as any activity having a single audience not exceeding six (6) hours in length. All other facility usage prior to and/or after the six-hour event block will be charged the per hour usage fee of \$52/hour and will be billed as stated in Item 2.

Please see the Part I, Section 12, "Benet Hall Fee Schedule and Estimate" for a list of all charges.

Send in the following ("Contract Packet") to book your event:

- signed Contract which includes acknowledgement of Benet Hall's rules and regulations;
- a Certificate of Insurance which adds SJASC as an additional insured;
- a \$1500 security deposit

Please mail the above "Contract Packet" to: Kit Friedrichs-Baumann Saint Joseph Seminary College-Benet Hall 75376 River Road Saint Benedict, LA 70457

All reservations are on a first-come, first-served basis. Only the receipt Contract Packet will guarantee your date. ALL REMAINING FEES MUST BE PAID IN ADVANCE OF THE EVENT AND NO LATER THAN 24 HOURS PRIOR TO THE EVENT. IF YOUR PAYMENT AND CONTRACT PACKET HAS NOT BEEN RECEIVED BY THE DAY OF YOUR EVENT, THEN YOUR EVENT WILL BE CANCELED AND YOUR DEPOSIT BECOMES NON-REFUNDABLE. Otherwise, your security deposit will be deducted from your final bill pending inspection. Any additional charges will be invoiced and must be paid upon receipt of the bill.

Included with the Event Fee: Clean and properly maintained facilities. Use of the stage, house, dressing rooms and wings. Use of stage lighting system as noted in Item 8. Use of stage sound system as noted in Item 9. Use of counterweight rigging system as noted in Item 7.

# 3. REHEARSAL PERIODS

A rehearsal is defined as any activity involving a cast and crew in the theatre and dressing rooms with **NO** audience. Anyone not authorized by the Tenant as crew sitting in the house will be asked to leave. No more than one parent per child is allowed in the house during any rehearsal period. All parents/guardians and additional crew not backstage must sit in the back portion of the house or in the lobby. SJASC's management and/or Technical Staff reserves the right to ask noncomplying attendees to leave the premises. The stage left and stage right doors off the proscenium are not to be used as an entrance or exit unless it is a part of the choreography or staging. For safety reasons, the technical director and stage manager will strictly enforce this.

Casts may not arrive earlier than the scheduled times as per the contract. Casts who arrive early will be asked to leave the building. No one may be permitted in the THEATRE without a SJASC representative accompanying them.

The schedule must be included in or attached to the Benet Hall Facilities Request. An open rehearsal presented for any person(s), other than the above-mentioned group, will be declared an event and the listed event rates will be applied to the bill. Again, no more than one parent per child is allowed in the house during any rehearsal period.

# 4. CHANGE OF SCHEDULE

Should the Tenant need to modify their facility usage schedule, the following minimum notices shall apply:

- All schedule change notices must be submitted in writing to Kit Friedrichs-Baumann at Saint Joseph Seminary College in order to insure the proper billing documentation.
- A minimum notice of twenty-four (24) hours of a schedule change is required to give the theatre adequate time to prepare and adapt changes in staff schedules.
- A minimum notice of forty-eight (48) hours is required for the addition of a usage period not previously scheduled.
- A minimum notice of twenty-four (24) hours is required when a rehearsal is canceled, otherwise the Tenant will be charged for the usage as originally scheduled.
- Deposit is non-refundable if event is cancelled less than six months prior to the originally scheduled date.

# 5. STAGE PERSONNEL FEES

The Benet Hall stage personnel are not union affiliated. Benet Hall has outsourced all technical services, lighting and sound equipment rentals. Benet Hall management must first approve all additional lighting and sound equipment rentals. The management reserves the right to deny usage of any outside equipment not compatible with the facilities electrical and technical capabilities.

Minimum workday will be four hours. Straight time rate applies up to eight hours worked per day. One and 1/2 times the straight time rate applies after eight hours up to twelve hours worked per day. Double the straight time rate applies after twelve hours worked per day.

Unpaid, half-hour meal breaks are required after five consecutive hours of work.

A paid fifteen-minute break is required after two consecutive hours of work.

# 6. GENERAL

- An employee of SJASC must be present any time a user is in the building. The Tenant must supervise all groups at all times, especially if children are involved. The adult-supervisor-to-minor ratio should be one adult for every 20 children.
- All flash powder, explosives, fire, lasers or any other devices are strictly prohibited. The Technical Director must approve any spike tape used by the Tenant. The Tenant must remove all spike tape immediately following the event. Please keep spike tape to a minimum. No masking or duct tape is allowed.
- All painting and construction must be done before entering the Theatre. No painting can be done or completed in or outside of the Theatre.
- Nothing may be attached to any of the curtains or the proscenium arch.
- Sets may not be nailed to the stage floor or attached any other part of the stage area. Weights are available to hold sets in place.
- The legal seating capacity of the Theatre is 612 persons. Due to fire and safety regulations, no additional chairs or seating can be added. Sitting or standing in the aisles is prohibited. If the event exceeds the posted limit, the Technical Director has the right to stop or cancel the event.
- In the event of a power failure, the audience can remain seated for ten minutes. If the power does not return after ten minutes, the house must be cleared. The Technical Director will then determine if the show will continue or if it will be canceled.
- During rehearsal, set up, and strike periods, the Tenant shall restrict their activities to the stage, backstage, lobby, and production areas. When it is necessary a director, designer, or stage manager may view a rehearsal or set up from the audience area. Use of the seating area is restricted to production personnel.
- The audience seating areas are not to be used for the storage of coats, personal belongings, or other paraphernalia associated with the production of an event.

# 7. RIGGING

Only the Technical Director or the SJASC technical crew may operate any part of the rigging system, including curtains. The Benet Hall management or the Technical Director has the right to inspect, approve or reject any flying scenic unit or piece. No Tenant will be allowed to fly any person(s).

[As of August 2013 and until further notice the Benet Hall Rigging system is out of service, with the exception of the front proscenium curtain, which may be used. An additional lift system may be rented by the tenant to hang one backdrop.]

8. SOUND

A trained SJASC sound technician will operate the sound system whenever it is in operation.

# 9. LIGHTING

A trained SJASC lighting technician will operate the lighting system whenever it is in operation.

# 10. SEATING

Tickets must be taken at the lower theatre doors.

# 11. VIDEOGRAPHY

Videography is permitted in the theatre but the hiring of a videographer is the tenant's responsibility. All videographer's must be approved by Benet Hall management prior to the event.

# **12. CLEANING**

SJASC maintenance staff will clean the Theatre's seating area, lobbies, classrooms, halls, dressing rooms, and restrooms after the beginning of each day. Tenants are expected to remove any personal items, materials or supplies (i.e. scenery, costumes, food, drink) brought in for the performances. Trash receptacles are supplied and Tenants are expected to use them.

All "classroom" dressing rooms must be totally clear of all items and reset to classrooms after the end of the rehearsal or performance day. All costumes, props and scenery must be removed following the last performance or a storage fee will be charged. Any space (dressing rooms, classrooms, conference rooms) used by the tenant must be left in broom-swept clean condition or a cleaning charge of \$100 per custodian will be assessed.

# 13. LOBBY

Decoration/advertisements may ONLY be attached to the walls in the lobby by the gallery hanging system provided by the facility. No other means of attaching items or decorations to the walls is permitted. If tables and chairs are needed in the lobby, they must be requested on the facility request form. If there is no request for tables and chairs, they will not be provided.

Part II & III Benet Hall Theatre Rules and Regulations Revised October 2013

# 14. CONDUCT

Any person disrupting the usage or event process will be asked to leave SJASC property. If they do not leave, the police will be notified. Parents, students, etc must adhere to all rules and regulations. The Benet Hall management or the Technical Director is responsible for ensuring the SJASC property is not damaged or misused.

### **15. SMOKING AND CHEWING TOBACCO**

The theatre is a smoke-free facility. Smoking is permitted outside the building in areas designated. Tenants will be responsible for the adherence to smoking regulations for all performers, technicians, management personnel, and others who take part in the production of an event. This policy will be enforced through a warning followed by a \$50 (fifty dollar) fine charged to the final bill for each occurrence.

### **16. OBSTRUCTION OF PASSAGE**

The Tenant shall obstruct no portion of the sidewalks, entries, passages, vestibules, halls, or stairways, nor are these areas permitted to be used for any purpose other than entry and exit to and from the building. Exit lights, emergency lights, house lights, work lights, aisle lights, stairway and hallway security lights, or any other lights necessary for the safe occupancy of the building shall not be obstructed in any way. The Tenant may not block access to any doors – lobby, emergency exits, stage doors, etc..

# **17. ANIMALS**

Except for seeing-eye dogs and animals required and pre-approved by the Technical Director as part of an event, animals are not allowed in Theatres or facilities. Theatre staff must be notified in advance if the production requires the use of animals so that the necessary precautions may be taken.

I acknowledge that I have read the rules and regulations of Benet Hall Theatre and I will adhere to theses policies as set forth by Saint Joseph Abbey and Seminary College. Any breach of my contract or violation of the Benet Hall rules and regulations may result in loss of deposit and/or cancellation of my event.

#### SIGNATURES

Tenant hereby certifies that the person signing below is duly authorized to enter into this agreement on tenant's behalf

Tenant has received and read the appropriate facilities addendums and agrees to them.

SJASC – Fr. Gregory Boquet, OSB Title – President-Rector

Fr. Gregory Boquet, OSB 75376 River Road	
Saint Benedict, Louisiana 70457 985-892-1800 date	
Prepared by: Kit Friedrichs-Baumann	
Signature: ++++++++++++++++++++++++++++++++++++	*****
Tenant Signature:	
Name & Title	
Address	
Phone	Email