LEEWARD THEATRE

LEEWARD THEATRE
Rental Application

FOR THEATRE OFFICE USE ONLY
Date application received: Approved:Y☐ N☐
Deposit amount: Deposit received:Y☐ N☐

APPLICANT INFORMATION

Organization: _____

Address: _____

Website: _____

Contact Name: _____ Email: _____

Cell Phone: _____ Daytime Phone: _____

2nd Contact: _____ Email: _____

Cell Phone: _____ Daytime Phone: _____

Please read the following conditions prior to completing the application.

1. The User [organization as indicated above] shall indemnify, defend and hold harmless the University of Hawaii, its officers, agents, employees or any person acting on its behalf from and against any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or wrongful death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this Agreement. User will reimburse the University of Hawaii for all costs and expenses in connection with the defense of such claims, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.
2. User shall maintain commercial or comprehensive general liability insurance acceptable to the University in full force and effect throughout the term of this agreement. The policy or policies of insurance maintained by the user shall provide Combined Single Limit Coverage (Bodily Injury and Property Damage) in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate. **A Certificate of Insurance naming UNIVERSITY OF HAWAII as additional insured must be provided at least 30 days prior to first scheduled use of the Theatre.**
3. After the user's stay, the theatre will be in good repair, order and clean condition, with reasonable wear and tear expected. No alterations may be made without the express written approval of the Theatre. Charges will be made for any damage to equipment or facility.
4. The Theatre will not be responsible for the security of cash receipts and tickets. The College will not be responsible for items stored at the Theatre.
5. All bills are to be paid by check within one week after billing. Checks are to be made out to UNIVERSITY OF HAWAII and sent directly to: Leeward Community College Theatre, 96-045 Ala Ike, Pearl City, Hawaii 96782. **A deposit of 50% of the estimated charges is due 30 days prior to event.**
6. User shall secure clearance and royalty agreements for performance material.
7. Tickets are required for all events regardless of price. User may provide its own tickets. User cannot issue more tickets than seats.
8. User must provide a company Stage Manager who has full knowledge of the show AND has no other commitments in the performance (i.e. as a performer). In addition, User must provide a minimum of four ushers 18 years of age and older who will be available one hour prior to performance time and during the entire performance. Non-compliance may result in cancellation of performance or additional charges.

9. Leeward Theatre staff will have sole discretion in determining staffing needs for every event as well as the criteria for safe and suitable operation of all events. Renters shall follow the directions of the theatre staff.
10. Leeward Theatre House Manager makes all final decisions as to when the lobby and theatre opens for every event.
11. User must include “Leeward Theatre” and the Theatre’s nautilus logo in all promotional and program materials.

The Theatre's Rules and Regulations must be read and signed. By signing this application, user agrees to abide by all rules and regulations during the stay at Leeward Theatre.

_____ _____

Signature of Authorized Representative Date

EVENT INFORMATION

Event name (as advertised): _____

Full description: _____

_____

Number of performances: _____ Length of performances: _____

Number of intermissions: _____ Length of intermissions: _____

Number of performers: _____ Estimated audience size: _____

Check all that apply:

- ☐ Public ☐ Private ☐ Free ☐ Ticketed
- ☐ General Seating ☐ Reserved Seating
- ☐ Video Recording ☐ Audio Recording ☐ Broadcast/Live Stream
- ☐ Archival Recording ☐ Commercial Recording ☐ Non-Commercial Recording

Ticket Prices: (Please list all ticket prices and categories below)

_____

DATES AND TIMES REQUESTED

Notes:

- A standard day is 12 hours, and hours must fall between 8:00am and 11:00pm. Overtime charges will be assessed for crew and facility rentals at an hourly rate above 12 hours.
- A minimum 1.5 hour crew meal break must be scheduled for every 5 hours of work.
- Arrival time is the earliest time you need the theatre to be opened. Doors will remained locked until this time.
- Please provide a full tech/rehearsal schedule with your application.

DATE	ACTIVITY (perf, reh, setup, tech)	ARRIVAL TIME	EVENT START TIME	EVENT END TIME	DEPARTURE TIME

TECHNICAL INFORMATION

Additional Facilities: (check all spaces requested)

- ☐ Lab Theatre (not to be used as a performance space)
- ☐ Women's Dressing Room
- ☐ Men's Dressing Room
- ☐ Solo Dressing Room A
- ☐ Solo Dressing Room B
- ☐ Large Dance Studio (no shoes allowed)
- ☐ Small Dance Studio
- ☐ Green Room
- ☐ All Rooms Above

Lighting:

☐ Standard Plot

Includes house light plot with white front light covering main stage and orchestra pit, two color washes on stage, and four color washes on upstage drop (white cyc). Does not include operator.

☐ Extended Lights Package

Includes any additional lighting, such as: specials/changes to house plot, additional color washes, strip lighting for cyc, side lighting, use of gobos or specialized lighting equipment.

☐ Follow Spots Quantity (2 available)

Sound:

☐ Basic Sound Package

Includes house mixer and sound system, two onstage side fill speakers, four microphones with stands (wired or economy grade wireless), two DIs, CD player, and input for computer or music devices. Does not include operator.

☐ Extended Sound Package

Includes any additional sound equipment, such as: premium wireless microphones, choir/floor mics, stage monitors, extra DI boxes.

Miscellaneous:

- ☐ Dance Floor
- ☐ Hazer & Fluid
- ☐ Grand Piano
- ☐ Choir Risers (Qty)
- ☐ Tables (Qty)
- ☐ Projector & Screen
- ☐ Smoke Machine & Fluid
- ☐ Lectern
- ☐ Platforms 4'x8' (Qty)
- ☐ Chairs (Qty)
- ☐ Use of Orchestra Pit as Stage (reduces seating to 566)

FRONT OF HOUSE

Notes:

- Leeward Theatre House Manager makes all final decisions as to when the lobby and theatre opens for every event.
- A minimum of 4 ushers (18 years or older) must be provided by user. Ushers must arrive at least one hour prior to performance time and be available for the entire performance. User is required to hire two additional Leeward Theatre ushers for all performances. Please provide name and number for an authorized usher coordinator.
- Food, drinks, gum, and smoking/vaping are not allowed on stage, in the lobby, or in the audience. Leeward Community College is a NO SMOKING campus.

Usher coordinator name/number: _____

(must be present during performances)

Theatre Box Office requested (user must provide staff): YES ☐ NO ☐

Lobby Arrangements:

6' Tables (qty): _____ Chairs (qty): _____

Other requests: _____

Setup date and time: _____

Receptions, concessions and sales:

Prior approval must be obtained by Leeward Theatre in writing at least 30 days in advance for onsite receptions and sales of any items (CD/DVD, programs, t-shirts, etc.)

Leeward Community College's authorized concessioner (Da Spot) has right-of-first refusal for food sales for all public events. Please indicate if you wish to have food and drink available for sale.

Food and drink sales: YES ☐ NO ☐

THEATRE RULES

LEGAL ACTIVITIES
The University of Hawaii Executive Policy EP 8.209, Fund Raising, expressly prohibits the use of the THEATRE facilities for fundraising activities by any group that has not been formally recognized by the UNIVERSITY. Public advertisements for RENTER's activity in the THEATRE cannot define the event as raising funds for an organization unless that organization has been formally recognized by the UNIVERSITY.

RENTER certifies that all requisite approvals and clearances have been obtained from the copyright owners for all musical and other works to be performed as part of the rental event, and that RENTER has been granted authority to perform such musical and other works. RENTER is responsible for payment of any and all royalties to be paid as a result of receiving authority to perform musical and other works.

CANCELLATION
Cancellation of rental must be made by written notice to THEATRE management. If RENTER cancels less than 30 days prior to the event, deposits will not be refunded. RENTER must provide a W-9 form in order to receive a refund per the University's fiscal procedures.

INSURANCE
RENTER shall maintain commercial or comprehensive general liability insurance acceptable to the UNIVERSITY in full force and effect throughout the term of this AGREEMENT. The policy or policies of insurance maintained by the RENTER shall provide Combined Single Limit Coverage (Bodily Injury and Property Damage) in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate. A Certificate of Insurance naming UNIVERSITY OF HAWAII as additional insured must be provided 14 days prior to event.

RENTER agrees to deposit with the THEATRE, THIRTY (30) days prior to the first scheduled use of the THEATRE, certificates of insurance necessary to satisfy the UNIVERSITY that the insurance provisions of this AGREEMENT has been complied with and to keep such insurance in effect and the certificates therefore on deposit with the THEATRE during the entire term of this AGREEMENT. The UNIVERSITY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the UNIVERSITY, the insurance provisions in this AGREEMENT do not provide adequate protection for the UNIVERSITY, the UNIVERSITY may require the RENTER to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The UNIVERSITY'S requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of risks which exist at the time a change in insurance is required.

The UNIVERSITY shall notify RENTER in writing of changes in the insurance requirement; and if RENTER does not deposit copies of acceptable insurance policies with the THEATRE within THIRTY (30) days of receipt of such notice, this AGREEMENT shall be in default without further notice to RENTER, and the UNIVERSITY shall be entitled to all legal remedies.
The procuring of such required policy or policies of insurance shall not be construed to limit RENTER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT. Notwithstanding said policy or policies of insurance, RENTER shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this AGREEMENT.

INDEMNIFICATION
RENTER shall indemnify, defend and hold harmless the UNIVERSITY, its officers, agents, employees or any person acting on its behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of RENTER, its officers, employees, agents, subcontractors or any person acting on its behalf in the performance of this AGREEMENT; and (2) all claims, suits and

damages by whomsoever brought, by reason of the non-observance or non- performance by RENTER, its officers, employees, agents, subcontractors or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, RENTER shall reimburse the UNIVERSITY, its officers, employees, agents or any person acting on their behalf for all attorneys' fees, costs and expenses incurred in connection with the defense of such claims. This provision shall survive the termination or expiration of this AGREEMENT.

REQUIRED STAFFING

THEATRE staff will have sole discretion in determining staffing needs for every event as well as the criteria for safe and suitable operation of all events. RENTER shall follow the directions of the THEATRE staff at all times. RENTER must provide a company stage manager, ushers, adult supervisors for children (see LARGE GROUPS), and additional security personnel as needed. The stage manager must have full knowledge of the show AND no other commitments in the performance (i.e. as a performer). RENTER must provide a minimum of four ushers, 18 years of age or older, who will be available at least one hour prior to performance time for safety briefing and during the entire performance. Non-compliance may result in cancellation of performance or additional charges.

Leeward Community College campus has limited security personnel who monitor security for the entire campus. RENTER is to provide additional dedicated security if necessary for the event. The THEATRE House Manager makes final decisions as to when to open the lobby and the theatre house for every event. The THEATRE House Manager is the liaison with the technical crew and is solely authorized to make decisions as to when to open the lobby doors and/or theatre house for audience seating. The RENTER's lobby and house ushers are under the supervision of the THEATRE House Manager. At least two of RENTER's ushers must be in the lobby from the opening of the lobby until after the audience has left the THEATRE. RENTER is responsible for designating an usher representative and ensuring that ushers comply with Theatre policies.

MANDATORY PRE-PERFORMANCE/TECHNICAL MEETING

One person must be designated to be the contact between RENTER and the THEATRE staff (ORGANIZATION REPRESENTATIVE). This main contact and any other production staff are required to meet with the THEATRE staff 30 days in advance of your event. The Stage Manager and Usher Representative are also required to attend the pre-performance/technical meeting

OPENING & CLOSING THE THEATRE FACILITY

The arrival and departure times indicated on the APPLICATION should accurately reflect RENTER's start and end times in the THEATRE. The THEATRE staff will only open the facility at the arrival time indicated on the application. Please do not assume that the THEATRE will be available for RENTER's use earlier than requested. If RENTER wishes to make changes to the arrival time listed on the application, please do so by written notice to the THEATRE management. Delayed departure from the THEATRE, or early arrival at the THEATRE will incur additional costs to RENTER's final bill.

HOUSEKEEPING

After your rental, the THEATRE must be in good repair, order and clean condition, with reasonable wear and tear expected. No alterations may be made to the facility without the express written approval of the THEATRE. Charges will be made to RENTER for any damage to equipment or facility.

FOOD & DRINKS

Absolutely no food or drinks are allowed in the lobby, house, or on the stage. During all rehearsals RENTER is responsible for the enforcement of this rule. During performances, RENTER's ushers must insure audience members are aware of this rule. Secure permission from THEATRE staff for food backstage or in the basement (see RECEPTIONS).

SIGNS
RENTER is welcome to add signage to THEATRE facility, so long as the signage can be removed without damage to the THEATRE after completion of the RENTER's event. Signs can ONLY be taped to concrete walls backstage, bulletin boards, and room doors in the downstairs areas. Do not tape or pin signs to any walls or doors in the lobby and audience areas or to any hanging curtains on stage. No signs (other than those posted by THEATRE staff) are to be taped to any glass surfaces of the theatre lobby. Please remove all signs that you hang. A charge of $100 will be assessed for failure to comply with this rule.

SMOKING
Hawai'i state law (SB 134, Act 160, SLH 2018) now prohibits the use of tobacco products on the University of Hawai'i at Mānoa campus, and all 10 UH campuses and university-owned facilities.

STORAGE AT THE THEATRE
Prior arrangement must be made for storage of RENTER inventory. THEATRE does not encourage storage of personal items in the THEATRE. The THEATRE, Leeward Community College, the University of Hawaii, its officers, agents, employees or any person acting on its behalf will not be responsible for items stored at the THEATRE. RENTER waives all claims for anything left on premises.

REAR PARKING LOT NOT ALLOWED
The rear parking lot of the THEATRE is restricted to active loading and unloading only. Parking is NOT ALLOWED. Double parking and parking along the access road is NOT ALLOWED. RENTER's activities and/or event will be halted and cars will be towed if RENTER's members, parents, patrons, officers, agents, employees or any person acting on its behalf fail to abide by this rule. Please do not misuse the few disability spaces that are for people who truly need them. Parking is available in the lot on the East/Diamond Head side of the Leeward Community College campus for those accessing the backstage of the THEATRE.

LARGE GROUPS
RENTER will prevent large groups from congregating outside the backstage area and outside the lobby, blocking pathways for the College's staff and visitors. If RENTER's activity requires large numbers of people backstage, outside in front, or outside the back of the THEATRE building, or in the house, it is imperative that RENTER provide a representative, in each area, available to enforce the rules and manage the congregation of the group. For groups featuring large amounts of children, a ratio of at least one adult for every 20 children is required. If the THEATRE staff determines there are not an adequate number of adult supervisors, RENTER's production and/or event will be halted for safety reasons. If the THEATRE or College staff (Security personnel) are called in to manage the congregation of RENTER's group, then RENTER may be subject to a $100 fee.

ACCESSIBILITY
RENTER must comply with all State and Federal rules and regulations in accordance with the Americans with Disabilities Act. RENTER is solely responsible for all lawsuits, complaints, and/or any other legal fees, fines, or settlements levied on RENTER for failure to comply with ADA standards. RENTER shall indemnify, defend and hold harmless the THEATRE, the University of Hawaii, its officers, agents, employees or any person acting on its behalf from and against any claim or demand for loss, liability or damage resulting from a failure to comply with State and Federal ADA standards, rules, and regulations. Inform your event participants and audiences that accessibility parking is available on the Diamond Head/East end of campus (take the first parking lot entrance on Ala Ike road). THEATRE House Manager and staff have final say as to the placement and seating of individuals requiring special assistance.

RECEPTIONS
Receptions, both formal and informal, require prior approval from the THEATRE. RENTERs: please note your request clearly on the application form and go over requirements with the Theatre Manager during your pre- performance/technical meeting. This includes food backstage for the performers.

TICKETING & ATTENDANCE
The THEATRE, the University of Hawaii, its officers, agents, employees or any person acting on its behalf will not be responsible for the security of cash receipts and tickets. RENTER must provide their own ticketing. RENTER cannot issue more tickets than seats. The seating capacity of the THEATRE is 566 or 628 depending on the use of the orchestra lift. DO NOT "oversell the house," (i.e. sell more tickets than we have seats). Failure to comply with this rule may result in the halting of RENTER's event and/or production. If RENTER does not issue tickets to attendees, RENTER must coordinate a method for counting the number of attendees and providing that count to the Theatre Office following the event.

EQUIPMENT/TECHNICAL
Use of the THEATRE's Baldwin Concert Grand piano is highly restricted. RENTER's request must be included in the application. This includes any and all casual and informal use.
The operation of any THEATRE equipment must be handled by the THEATRE staff only. Special exceptions may be obtained by contacting the Theatre Manager AND with the approval of the Technical Director at the pre- performance/technical meeting.

The THEATRE has a limited number of folding chairs and tables stored in the building. THEATRE staff will have the appropriate number of chairs and tables available based on RENTER's request. THEATRE may not be able to add more tables and/or chairs at the last minute.

RENTER acknowledges that lighting and sound control rooms, lighting beams, box boom areas, loading galleries and the grid are OFF LIMITS to everyone. These are dangerous areas and are marked Authorized Personnel Only. The THEATRE does not provide miscellaneous supplies, such as tape and scissors. RENTER must ask permission to use anything not assigned to event (chairs, tape, etc.). Return everything to its original state or location.

DEPOSITS & BILLING
RENTER acknowledges that:
1) Deposit of 50% of the estimated costs are due at least 30 days prior to rental. Deposits can only be made by check and should be made out to UNIVERSITY OF HAWAII. If mailing your deposit, please send to: Leeward Community College • ATTN: Theatre Office TH-207 • 96-045 Ala `Ike • Pearl City, HI 96782
2) All Bills are to be paid by check within 30 days of the date of billing. Checks are to be made out to UNIVERSITY HAWAII and sent directly to: Leeward Community College • ATTN: Business Office • 96-045 Ala Ike, • Pearl City, HI 96782.
THEATRE agrees to provide a COST ESTIMATE for the rental event. This estimate is NOT a final bill. You may be asked to pay more or less depending on the actual needs of your production. The actual needs cannot be assessed until after the event takes place.

LOBBY
RENTER acknowledges that the lobby is off limits during all rehearsals. The lobby is open only before, during, and after performances unless the user requests for specialized lobby setup. Any displays and all lobby arrangements must be discussed with Theatre Manager at the pre-performance/technical meeting. Due to the nature of the lobby mural, nothing is to be placed on lower ledge in front of it and absolutely nothing propped up against it. A charge of $250 will be assessed for failure to comply with this rule.

BATHROOMS
RENTER acknowledges that during rehearsals, performers, family, and friends should use the downstairs bathrooms or bathrooms outside the back of the THEATRE (FA building). Do not use the lobby bathrooms.

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THEATRE DOWNSTAIRS
RENTER acknowledges that the dressing rooms downstairs are included in your basic rental fee. Use of the dance rooms, green room or laboratory theatre are subject to additional facility rental fees. No food, no drinks, and no shoes of any kind are allowed in the dance studios downstairs. Bare feet and socks only.

RENTER acknowledges that other events may be taking place in the dance rooms, green room, or laboratory theatre during the performance and/or event. The THEATRE is first a foremost a learning facility and must make rooms available for student rehearsals and performances. All reasonable efforts will be made to ensure that your event and/or performance will not be adversely affected if these rooms are in use by other approved individuals, entities, or performance groups.

CONCESSIONS & OTHER SALES
RENTER acknowledges that the sale of items (poster, CDs, DVDs, souvenir programs, T-shirts, etc.) is subject to the approval of the THEATRE. A written request must be received by the Theatre Manager 30 days prior to activity, indicating what items will be sold, and a price breakdown for each item.

JURISDICTION
RENTER, by execution of this contract, acknowledges that the THEATRE is transacting business within the State of Hawaii and herby submits to the jurisdiction of the courts of the State of Hawaii as to any cause of action arising out of the performance and/or breach of this contract.

COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS
RENTER shall comply with all federal, state, and local laws or ordinances of any kind pertaining, but not limited, to safety, work and labor, employees, wages and payrolls, withholding and other taxes.

SERVICES AS INDEPENDENT CONTRACTOR
It is understood and agreed that this contract is for special and temporary services by THEATRE, and all laws applicable to regular and permanent employees of the RENTER shall not apply to the THEATRE. When in doubt, please ask the Site Manager for your event. Problems are best minimized and solved if discussed prior to your arrival at the Theatre.

The Theatre's Rules and Regulations must be read and signed. By signing this application, user agrees to abide by all rules and regulations during the stay at Leeward Theatre.

Signature of Authorized Representative

Date