

Weiner – Robinson Theater Rental Information- Terms and Conditions (As of June 24, 2013)

1. General- The Weiner – Robinson Group, Inc. (WRG, Inc.) is the corporation that operates the Weiner - Robinson Theater. The WRG, Inc. provides the Weiner - Robinson Theater and its services to the applicant on a rental basis only. The applicant is the party signing the contract and responsible for all business dealings including payment. The WRG, Inc. does not allow its name or that of the Weiner - Robinson Theater to be used without written permission except as it applies to that specific rental. The WRG, Inc. reserves the right to refuse rental of the Weiner - Robinson Theater for any use which the WRG, Inc., and solely the WRG, Inc., deems undesirable or incompatible with its long term goals. The WRG, Inc. must approve the use of the Weiner - Robinson Theater name in all advertising. The WRG, Inc. reserves the right to require references and to research past events in which the applicant, act, and/or subcontractors have been involved.
2. Theater Usage- The use of the Weiner - Robinson Theater includes the use of the lobby, house lights, curtain, stages, and dressing room. An operator (WRG, Inc. Board Member and/or employee) will be provided for on/off house light operation. Theatrical stage lights are available at an additional charge. Balcony and adjacent outside land area use is subject to availability and requires approval from WRG, Inc. Board Member.
3. Theatrical Stage Lighting and Concert Sound System- The Weiner - Robinson Theater contracts the operation of all in-house theatrical lighting system and concert sound system to an outside sound and lighting person. There is an additional charge for using WRG, Inc.'s equipment and our contracted outside sound and lighting person and is subject to availability. Attached to this contract is a Stage and Technical Specifications Manual. Anything needed above or beyond the available items will be at the expense of the renter. The last page of the manual is to be signed and returned to the executive director with the signed agreement. ABSOLUTELY NO EXEPTIONS WILL BE MADE.
4. Ticket Sales- If requested, the Weiner - Robinson Theater will handle tickets for the applicant for an additional fee which includes selling and printing tickets for all performances presented by renter. Tickets will be sold through the Weiner - Robinson Theater's online ticketing system, Vendini. The purchasing link will be placed on the Weiner - Robinson Theater's website, as well as sent to the renter to place on their own website. All tickets sold by the Weiner - Robinson Theater will be either reserved sections or reserved seating or general admission. The tickets will include the applicant's base ticket price. The Weiner - Robinson exclusively reserves the right to sell reserved seat tickets for an additional fee and retain all revenue from aforementioned fee. Tickets purchased at the Weiner - Robinson Box Office or over the phone will include an additional \$1.00 charge per ticket. Tickets purchased through the Weiner - Robinson website will include an additional \$3.00 charge per ticket. These charges are generated by Vendini and are passed on to all patrons who purchase tickets for all shows held at the Theater. Methods of payment include cash, credit card

Initial _____

(Visa, MC, AMEX, DISCOVER), with all credit card sales subject to a 5% processing fee. All ticket sales by the Weiner - Robinson Theater on behalf of the applicant will end at the beginning of the performance both online and in house. Net-ticket revenue and rental payment settlement will be conducted no more than two business days after the event. If in the event the renter would like to handle all ticket sales, an agreement must be made with the executive director.

5. Ticket Sales by the Applicant- If in the event the renter would like to handle all ticket sales, an agreement must be made with the Executive Director. The applicant is responsible for the printing of tickets for the event. Tickets must be given to the Weiner - Robinson Box Office no less than three weeks before the first performance. Methods of payments accepted by the Weiner - Robinson Theater will be cash or check ONLY. The applicant is in charge of picking up ticket revenue from the Weiner - Robinson Box Office. All unsold tickets will be placed at the concession stand, prior to the event time, for applicant to distribute to its attendees.
6. Ticket Refunds- The Weiner - Robinson Theater reserves the right to determine when ticket refunds (including any service charges) may be made. Sufficient cause shall include, but not limited to: lack of seats, seats blocked off by equipment when exchange for comparable location is not possible, act substitution, show not as advertised, failure of equipment, failure to open doors or start shows within a reasonable period of time as scheduled.
7. Seating Capacity- The seating capacity of the Weiner - Robinson is 383. All applicants cannot place additional seating or working arrangements in ADA designated seating areas, no exceptions. All reserved seating events are required to use the Weiner - Robinson Box Office exclusively.
 - a. The Weiner - Robinson Theater reserves two areas in the back of the auditorium for sponsorships. These areas are for Weiner - Robinson Theater use only and will allow sponsors first right to ticketing and attendance to all shows, no exceptions. Tickets for these areas are handled by the Weiner - Robinson Box Office and are not available for renter use or sale. Please note that this does not affect the 383 seating capacity.
8. Theater Concessions- The Weiner - Robinson Theater reserves the exclusive right to operate the concession stand and its services; food or beverages are not to be distributed or sold. The WRG, Inc. provides all personnel to operate the concession stand and retains 100% of the revenues from its operation. If the applicant desires the concession area to remain closed, a charge to the applicant can be applied.
9. Merchandising Concessions- The Weiner - Robinson Theater allows the artist's merchandising representatives to sell artist memorabilia. The Weiner - Robinson Theater can provide a table; however the merchandising representatives are responsible (and must provide their own cash box) for the operation the merchandise sales. No stickers are allowed to be sold, no exceptions.

10. Box Office- The Weiner - Robinson Theater does not provide a box office employee or change for ticket sales before or during the performance. Box office personnel are available for reserved ticket sales during regular business hours.
11. Ushers- For all Weiner - Robinson events, ushers volunteer to help assist with crowd control. The Weiner - Robinson Theater, once the contract has been finalized, will determine the capacity to which the ushers will be used. Ushers for every event is subject to availability. Requests for additional ushers will need to be made when the contract is finalized. A list of usher responsibilities and guidelines is available upon request.
12. Security Personnel- The applicant is responsible for providing adequate, easily identified security personnel suitable for the type of event being presented especially when alcohol is served. The Weiner - Robinson Theater reserves the right to cancel the show if the security is inadequate for the event. A WRG, Inc., or employee will be on site in the concession area, will serve as a point of contact, and will be responsible for locking up the building unless keys are issued to the applicant. The applicant will be responsible for securely locking up the building after the event. If the building is found to be left unlocked and insecure, the applicant is subject to a \$300.00 fee per incident.
13. Dressing Rooms- The Weiner - Robinson Theater offers dressing rooms included in the facility rental. These are not party areas and the Weiner – Robinson Theater reserves the right to enter any and all areas to enforce the rules and limit the amount of people in the area. Smoking is never allowed inside the Weiner - Robinson Theater and/or its facilities. The applicant is responsible for all clean-up and fees can be charged to the applicant if areas are not maintained following the end of the rental agreement. The applicant is responsible for all lost revenues due to cleaning.
14. Damage to Facility- The applicant is responsible for all damage to the facility caused by, or as a direct result of their event, by guests, patrons, staff, crew, and subcontractors. This specifically includes damages to curtains, projection screen, projection masking, bathrooms, dressing rooms, seats, stage, sound equipment, lighting equipment, and furnishings. The applicant is also responsible for lost revenues due to damages.
15. Security/Hold Deposit- A security/hold deposit may be required of all applicants using the facilities. This deposit must be paid by cash or check when the contract is signed. The amount will be applied to the total rental amount. See number 27.
16. Electric Power – Power is available for brought in equipment as listed in the house specifications. The Weiner - Robinson Theater reserves the right to refuse the connection of dangerous, defective, or non-code conforming equipment.
17. Non-Profit Organization Discount- Any group registered with the State of Texas as a 501 (c) (3) “not for profit” corporation is eligible, at the sole option of the Weiner - Robinson Theater, to receive a discount on the rental charge. This does not include any technical charges.

Initial _____

18. Clean Up- The applicant is responsible for cleaning up of the stage area, dressing rooms, including decorations, props, garbage, tape, drinks, and food. The applicant is responsible for all clean-up and fees can be charged to the applicant if areas are not maintained at end of the rental agreement. The applicant is responsible for all lost revenues due to cleaning.
19. Decorations- The following decorations are specifically prohibited from the Theater premises: confetti (static and cannon), glitter, stickers, spray paint, liquid paint, and burning objects (including candles). The applicant is responsible for picking up all decorations.
20. Catering & Alcohol- If the applicant would like to cater their event a fee may be charged in lieu of discontinuing use of the concession stand. Alcohol can be served if proper documentation and proof of bartending licensing from the Texas Alcoholic Beverage Commission are provided one week prior to the event. The Weiner - Robinson Theater and the WRG, Inc., is not responsible for any alcohol related incident and the applicant is responsible for preventing under-age and “out of control” drinking.
21. Seating- The Weiner - Robinson Theater has three seating options:
 - a. Reserved Section: Different tickets (usually at different prices) are sold for different sections, most commonly sections A, B, C, and D). Extra ushers are required for reserved section seating events.
 - b. Reserved Seating: A ticket is issued with a section and seat number. Different prices are charged for different sections. Extra ushers are required for reserved seating events.
 - c. General Admission Seating: A ticket is issued with seating as available. prices are charged the same for different sections. Ushers are required for general admission seating events.
22. Disabled Seating (ADA) - ADA Seating must be priced according to price levels. There are two designated areas for wheelchair seating.
23. Heating and Air Conditioning- The rental rate includes heat and air conditioning which will be begin 12 hours before doors open to the public and ends at the conclusion of the event. Extra hours are available at an additional charge.
24. Parking- There is parking available on the street of the City of La Porte. Parking directly on the east side of the building may be available to some with written approval of the executive director. The Weiner - Robinson Theater is not responsible for patrons or their vehicles while parked in that lot or any other area. There is no parking in the alleyway or in non-marked areas; no exceptions. The Weiner - Robinson assumes no liability for any vehicle. It is the applicant’s responsibility to enforce these parking rules.

Initial _____

25. Fire Safety- The Weiner - Robinson Theater enforces fire protection safety codes and is subject to inspection by the State Fire Marshall and the City of La Porte Fire Department. No pyrotechnic devices or open flames, including candles, are allowed in the Theater. All fire aisles and exits must be kept clear of equipment and people. No smoking is allowed anywhere in the building, including dressing rooms. There is no standing allowed in the aisles, or on the stairs accessing the stage and balcony levels. This will be enforced by ushers along with applicant support. **FAILURE TO COMPLY WITH THESE RULES WILL RESULT IN THE IMMEDIATE SUSPENSION OF THE SHOW (OR LOAD-IN) UNTIL THE CONDITIONS ARE CORRECTED. IF THE CONDITIONS ARE NOT CORRECTED, THE SHOW WILL BE CANCELLED WITHOUT REFUND TO THE APPLICANT.**
26. Disruptive People- The Weiner - Robinson Theater reserves the right to eject, or cause to be ejected from the premises, any person or persons engaging in disruptive, belligerent, or threatening conduct. The Weiner - Robinson Theater reserves the right to refuse admission to any person displaying the above behaviors who appear intoxicated. The Weiner - Robinson Theater is not liable for any damages by the applicant through exercising the right.
27. Holds, Booking, and Payment Policy- The Weiner - Robinson Theater will accept holds on date for event reservation with the following conditions: Holds are non-binding, on a first call availability basis and held for an applicant for a specific event only. The holder of the date will be asked to submit a non-refundable \$300.00 deposit to confirm the hold.
- a. Deposit- A deposit must be placed on the date by the applicant at the time of request. Deposits can be made by credit card or check only. The deposit will be applied to the total rental cost once the performance has been completed and all damages have been assessed. Deposits are **NON-REFUNDABLE** and are only applied to the rental after the contracted performance is complete.
 - b. Balance Due- The contract will be closed out the following business day after performance(s) and payment will be due one week after receipt of an invoice. Failure to pay invoice within one week of postmarked date will result in a \$50.00 charge to be applied to a 2nd notice and forfeiture on any held date by the applicant. Each subsequent notice after the 2nd will include an additional \$50.00 charge contingent on postmarked dates. If the Weiner - Robinson Box Office handles all ticketing, the rental fee, reserved ticket fee, technical fees, credit card retainers, and all other associated deductions will be made from gross ticket revenues and a check will be disbursed to the renter with the difference. **NO EXCEPTIONS.**
 - c. Bounced checks will result in a \$50.00 charged to be applied on the reissuance of the invoice.

28. Doors and Show Times- Doors to the building will open one hour before the contracted show time unless agreed to in writing in the rental contract. Door to the auditorium will open 30 minutes before show time. Please be sure to schedule your event set-up with this in mind.
29. Liability- The WRG, Inc., is not liable for any damages, including, consequential damages, for their failure to perform as stipulated in this contract, including but not limited to equipment failure, due to circumstances beyond the control of The WRG, Inc. In any event, any monies returned to the applicant shall be limited to the contracted rental amount.
30. Cancellation- The WRG, Inc. retains the right to cancel this contract with written notice at any time for the following reasons: misrepresentation of the event, lack of insurance, bounced deposit check, threats of violence or actual violence to any Weiner - Robinson Theater employee, volunteers, or subcontractors, damage and/or theft of Weiner - Robinson Theater property (including the outside lot), or failure to abide by the terms and conditions of this rental agreement. The applicant can cancel an event with four weeks' notice of load in time with loss of deposit only. Cancellation of the event with less than four weeks' notice causes the applicant to be liable for the entire rental fee.

_____, Applicant

_____, Date

_____, WRG, Inc.

_____, Date

Initial _____

TERMS AND CONDITIONS OF BUILDING USE (As of June 24, 2013)

A completed copy of this policy must be included with each rental contract and must be signed by the individual executing the Rental Agreement. That individual must have signature authority for the organization, company, and/or association entering into the rental agreement.

In conjunction with any event or performance in the Theater there will be no modifications, alterations, or additions of any kind to the stage, stage area, wing spaces or to the interior or exterior of the building, whether permanent or temporary without the consent of the Executive Director. It might become necessary to involve the Executive Director and/or the President of the Board of Directors in order to insure that all Theater needs and concerns are adequately addressed. This directive applies to ANY use of the Theater.

Prior to construction or implementation of any approved “project” there must be an agreed upon schedule to remove such construction and to clear materials/sets involved from the building and property.

It must be understood that nothing associated with a performance or event in the Theater that jeopardizes the safety of Theater patrons, volunteers, performers or staff, or that place the WRG, Inc. in a position of non-compliance with fire and other safety codes or requirements will be allowed. This extends to events/activities that place the building and/or its occupants at risk. Rear exit doors and stage ramps must not be blocked.

Handicapped seating as designed by the WRG, Inc. cannot be reduced in numbers or changed.

Animals in the Weiner - Robinson will be allowed on an “as needed basis only” and shall at all times be under the control of their owner/handler and be on a leash or other approved restraint except when performing. Renter is responsible for any damage resulting from behavior of animals and further is responsible for any and all necessary cleanup required as a result of presence of animals in the Theater.

Renters conducting performances or events in the Theater for an extended period will be required to provide products necessary to carry out event presentation, including items needed for the application and removal of performance related make-up and costuming.

WRG, Inc. equipment shall remain in the Theater and is not to be removed without approval of the Executive Director.

Rental of the Weiner - Robinson Theater does not entitle the renter to unlimited and/or unrestricted access or use of the Theater. Renter’s activities in the Theater must be strictly related to the event for which the Theater was rented.

Initial _____

HOLD HARMLESS AGREEMENT (As of June 24, 2013)

In consideration of the use of the Weiner - Robinson Theater, I hereby release **The Weiner - Robinson Group, Inc. (WRG, Inc.)** from any liability claim for personal injury and property damage sustained by me and others invited by me while I or my invitees are on the premise of the Weiner - Robinson Theater, and will defend and hold the **WRG, Inc.** their managers, members, and employees, harmless from any such claim, including any litigation expenses, attorney's fees, loss or damage that may result from the claim. I represent that I have liability insurance that adequately covers any liability for personal injury and property damage which might result from the use of the Weiner - Robinson Performing Arts Theater by me or my invitees, and that I have named the **WRG, Inc.** their managers, members, and employees as additionally insured on my liability insurance policy.

Special Note to Insurance Provider (As of June 24, 2013)

The renter group must provide proof of general coverage liability insurance in an amount not less than \$1,000,000 (one million dollars) naming The Weiner - Robinson Group, Inc. as additional insured. The proof of insurance must be received by the Theater in advance of all use days, as worded, in order for this event to take place on our premises. Please send proof by fax or mail one month prior to the first day of use.

_____, Applicant

_____, Date

_____, WRG, Inc.

_____, Date

Initial _____

STAGE AND TECHNICAL SPECIFICATIONS MANUAL (As of June 24, 2013)**SEATING**

Lower Level Seating 383

Rear Onstage seating 39

Balcony seating CLOSED

SIZE

Auditorium size lower level (balcony excluded): 60 ft across X 88 ft depth (front to back).

Seating area on rear of stage 1.5 ft height; 24 ft across X 12 ft depth

Stage area on each side of rear onstage seating section 9 ft across X 8 ft depth

Distance from Front row seats to stage: 11 ft

Distance from Last row seats to stage: 66 ft

Area of floor between front row seats and stage 50 ft across X 11 ft depths

Stage Size: 28 ft across X 9 ft depth.

Stage height 42 inches

Dressing room size behind stage: 37.5 ft across X 6.5 ft depth

Backstage to stage doorway: 36 inches width, 10 ft 8 inches height

Auditorium Height: Rear Ceiling Height 23 ft 6 inches, Rear Ledge Height 21 ft 6 inches

Auditorium Height: Front Ceiling Height 26 ft 10 inches, Front Ledge Height 24 ft 10 inches

External Side Door to Concession Room: 79 ½ inches height, 58 inches width.

Concession Room Ceiling Height: 84 inches.

Front Right Side Door: 79 inches height, 57 ½ inches width.

Atrium to Lobby Doorway (2): 81 inches height, 57 ½ inches width.

Lobby to Auditorium Doorway: 80 inches height, 58 inches width.

Marque 43 inches height, 15.5 ft width.

Poster Window Display Size: 41 inches wide. 64 inches tall including 4 inches on top

LOADING / UNLOADING INFORMATION

Theater outside rear loading door to stage 35 ft

Theater outside rear loading door 55 inches height X 80 inches width

1 ft step up from outside, then 3.5 ft down to floor level via 7 steps

Theater inside rear loading door 78 inches height X 40 inches width

Largest object that can enter theater 78 inches height X 40 inches width X 55 inches Length

Speakers:

Monitor: 4 Yamaha stage monitors SM121V, 300W program, 600W maximum (Serial #s: 07716127, 07716337, 07716125, 07716219)

Mains: 2 Yamaha S2151V speakers 1,000W program, 2,000W maximum, Nominal Impedance 4ohms parallel input (Serial #s: 09211784, 09211786)

Subs: 2 Yamaha DXS15 Active Subs 950W (Serial #s: UESK01163, UESI01048)

Roland KC-500 Stereo Mixing Keyboard Amplifier (Serial# BN54973)

Microphones:

7 Shure SM58 Microphones
5 Shure SM57 Microphones
3 Audio-Technica AP201 unidirectional Lo-Z dynamic
1 Sennheiser e906 microphone (dynamic drum/guitar amp mic)
1 Sampson Wireless UHF Series One Receiver/Microphone

Equalizer:

3 dbx Model 231s EQ Dual 31-Band Equalizer (Serial# 00016191, 00019024, 00006317). Model DBX 231SV

Amplifiers:

Fender Twin Reverb Guitar Amplifier
Fender Rumble 350 Bass Amplifier (serial# CFOJ12000023)
2 Mackie M-1400i power amp (serial# AM9903 & AM9893)
1400W/4ohm load min, 700W/2ohm min
1 Crown XTi4002 amp (serial# 8500683639)
Stereo 2 ohm (per channel) 1,600W
Stereo 4 ohm (per channel) 1,200W
Stereo 8 ohm (per channel) 650W
Bridge-Mono, 4 ohms 3,200W
Bridge-Mono, 8 ohms 2,400W

Mixer:

Mackie CR 1604-VLZ Mixer (Serial# A159582)

Effects:

Digitech Studio Vocalist EX
Alesis Midi verb 4

Compressor:

Alesis 3630 compressor

Players / Recorders

Tascam MD-501 Minidisc Player/Recorder
Tascam CD-A500 CD Player/Cassette Player;

Keyboards:

Roland XP-80 Keyboard (Serial # CL84512)
Roland Keyboard Midi Controller MKB 1000 (Serial # 481101). 1.5V Battery:A76 (also 303/357/A76/LR44)
Roland Digital Piano Module MKS-20
Roland MT32 MIDI Sound Module
Roland Keyboard Amp KC500

Drum Set:

Floor Tom 16", Tom One 12", Tom Two 13", Snare 14", Bass 22"

Televisions:

TV1 Vizio 70" LED 1080p 120Hz, Model #VE701i-A3, Serial# LFTRNXAP1302765. Front Stage Right Wall (West)

TV2 Vizio 70" LED 1080p 120Hz, Model #VE701i-A3, Serial# LFTRNXAP1302766. Front Stage Left Wall (East)

TV3 Vizio 70" LED 1080p 120Hz, Model #VE701i-A3, Serial# LFTRNXAP1304367. Rear Stage Right Wall (West)

TV4 Vizio 70" LED 1080p 120Hz, Model #VE701i-A3, Serial# LFTRNXAP1702112. Rear Stage Left Wall (East)

TV5 Sharp 40" LED 1080p 120Hz, Model#LC-40LE433U, Serial# 209719982. Upstairs Soundroom

TV6 Samsung 40" LED 1080p, 120Hz, Model #UN40F5500AFXZA, Serial# Z6TW3CBD401009. Lobby

Other:

DOD SR RTA (Real Time Audio analyzer)

1 DVI boxes (Live Wire Solutions Direct, Switchable Direct Box, Model SPD1)

3 DVI boxes (Live Wire Solutions Direct, Switchable Direct Box, Model PDI)

16 XLR Connections on Stage. 4 ¼-inch Connections on Stage

STAGE CONNECTIONS**LEFT SIDE****Rear (XLR)**

5 6 9 11 12

7 8 10 13 14

Front Box

Mon 2 (TRS) Mon 1 (TRS)

Mic 2 (XLR) Mic 1 (XLR)

RIGHT SIDE

15

16

Mon 2 (TRS) Mon 1 (TRS)

Mic 4 (XLR) Mic 3 (XLR)

_____, Applicant

_____, Date

_____, WRG, Inc.

_____, Date

Initial _____