EVENT
Rental Agreement
Headlong
1170 South Broad Street
Philadelphia, PA 19146

Let this serve as a letter of agreement dated **DATE**, between Headlong and **ORGANIZATION/PERSON** ("RENTER") for the event **NAME OF EVENT**, hereafter referred to as "HEADLONG" and "RENTER" (any group or individual renting space from HEADLONG). This agreement details the use of **REAR OR FRONT** Studio, Lounge, and shared access to the front entrance lobby. Additional space must be requested and contracted separately.

DEFINITIONS

A. Building Hours are 8am – 2am Monday - Sunday
B. A performance is defined as any event with an audience, either public or private, beginning no earlier than 8am and ending no later than 1AM unless otherwise specified. Invited dress rehearsals and previews are considered performances.
C. A class is defined as any event with a paying audience/attendance, either public or private, beginning no earlier than 8am and ending no later than 1AM unless otherwise specified. Paid workshops are considered performances.
D. A rehearsal is defined as any time in the studio with less than 25 people and there is no fee for participation.
E. Occupancy is defined as the time when participants arrive in the space to begin set-up and concludes when space is restored to neutral and vacated.

DATE AND TIME: PARLOR agrees to make the **REAR OR FRONT** Studio available at the following times:

TOTAL OCCUPANCY DATE AND TIME
LOAD IN DATE AND TIME
EVENT DATE AND TIME
STRIKE DATE AND TIME

This schedule is part of the rental agreement and any changes must be reviewed and approved by PARLOR staff in advance. Failure to provide changes in schedule a month in advance will result in the inability to access the building. Additional hours are the discretion of PARLOR based on availability.

RENTAL FEES & PAYMENT SCHEDULE:

RENTAL TYPE

TOTAL RENTAL	**$**	**DUE TWO MONTHS OUT/PUT DATE HERE**
SECURITY DEPOSIT	**$**	**DUE WITH SIGNED CONTRACT**
Total Due for Rental	**$**	

RENTER shall not be entitled to use of the premises at any time or for any purpose, if payment required under this agreement is due and outstanding. HEADLONG may, without notice to RENTER, refuse to open the doors of the premises until all such outstanding amounts have been paid. On any default in payment by RENTER, HEADLONG shall retain all monies paid and RENTER shall remain liable for the balance.

SECURITY DEPOSIT: A security deposit of $100 written as a check or money order is required with this agreement to reserve calendar dates and will be deposited and held in escrow. RENTER shall be responsible to HEADLONG for any damage, destruction or defacement to the premises or furnishings/equipment caused by RENTER or RENTER's employees, contractors, guests or invitees. RENTER shall be billed for damages if they exceed security deposit. Security deposit will be held to end of rental at which point all materials associated with rental must be removed and disposed of by RENTER (including but not limited to scenic elements, lumber, trash, food trash, and rented materials). RENTER remains responsible for all loss or damages to the

space while renting, up to and including actual replacement value for each missing or damaged item plus labor. The cost of repairs and replacements necessitated by such damage, destruction or defacement shall be deducted from security deposit. Deposit may be used to cover: *Overtime* rental fees, *Removal of trash* or debris not performed in accordance with the terms of this agreement, *repairs* made necessary by the RENTER's activities. Please allow thirty (30) days for return.

***ACCESS**:* Access to the Studio will be available to RENTER at the start time indicated in the contract and conclude with strike as indicated. Access will not be granted to the space **at any time or for any purpose (including but not limited to deliveries, drop-offs, storage)** before the start time or after the end time booked by RENTER. Additional time will incur overtime fees.

***CANCELLATION & NO SHOW POLICY**:* RENTER is financially responsible for all rental fees regardless of whether or not RENTER made use of booked rental space/time. In the event of a cancellation, HEADLONG charges an administrative fee equivalent to the Security Deposit. The rental fee, less Security Deposit, will be refunded up to 31 calendar days prior to the rental date. Once 31 or fewer days remain before the rental date, the entire rental amount becomes nonrefundable. Both parties (HEADLONG and the RENTER) reserve the right to cancel the reservation 31 calendar days or more prior to scheduled event.

***PERSONNEL**:* RENTER to provide their own event personnel. RENTER shall be responsible for RENTER's own employees and performers, communication of rules and regulations and shall discharge or cause to be discharged all of RENTER's obligation with respect to such persons under all applicable federal, state and local laws.

RESPONSIBILITIES, RESTRICTIONS & REGULATIONS: Failure to perform any of the actions listed will result in additional fees; the release of any booked rental space; and the loss of future rental privileges:

A. VENDOR SCHEDULE: A detailed schedule listing Vendor Name, Contact Information, delivery and pick-up schedule as well as content shall be provided 2 weeks prior to event date.

B. RENTER may not alter the space in any way without written consent from HEADLONG.

C. Nothing may be attached to the floor, walls or ceilings. No screws, nails, tape or other fixtures may be used to affix materials. There are no exceptions. Taping signs in the lobby, elevator or welcome desk area is prohibited. Scotch tape is prohibited for any purpose.

D. No Food or Drink is allowed in the Front Studio.

E. HEADLONG is a facility that offers multiple concurrent programs. RENTER understands that excessive volumes of sound, especially through the PA, may impact events in other parts of the building. RENTER agrees to work with PARLOR staff to obtain a reasonable volume in accordance with building activities. HEADLONG retains discretion on the volume at which performances may be conducted. Events are subject to Philadelphia Code Section 10.400.

F. The RENTER shall maintain a clear path to each building exit as required by the City of Philadelphia Fire Code. The RENTER shall not tamper with or cover over any safety device. These include all emergency exit signs and fire extinguishers.

G. RENTER agrees to return the Studio at the close of agreement, to the condition in which the RENTER found it. RENTER will strike and clean the hall and lobby completely (sweep floor and clean tables). No equipment may be left for pickup or disposal following the end of the rental contract. Failure to remove items will result in the use of security deposit to cover the cost of storage and/or removal. All work completed by HEADLONG staff to restore the space shall be deducted from deposit and billed to the RENTER at a labor charge of $20 per hour plus supplies at cost.

H. RENTER is responsible for removing all catering trash and recycling from the premises at close of event. Caterers to supply trash bags, cleaning supplies, mops, linens etc. RENTER is responsible for removing all bagged trash to the large receptacles located in the Back Courtyard. Waste from general use of the lobby may be thrown away in the designated garbage cans in this area. Liquids are not permitted in trash.

I. PARLOR is a smoke-free facility. Smoking is prohibited on premises indoors. Smoking is allowed in the back courtyard and all cigarette butts must be disposed of in one of the three smoking receptacles in the backyard.

J. PARLOR is an environmentally conscious entity and strongly encourages renters to use existing recycling receptacles located throughout the space for glass, plastic, aluminum cans, and paper products.

PARKING: Parking is two hour street parking on South Broad Street or Federal Street. There is no loading zone.

CONCESSIONS: Concessions are permitted in the Rear Studio ONLY. There is no storage of concessions. Trash associated with concessions is the responsibility of the RENTER and must be removed at the close of the event. The only refrigeration available is a small refrigerator in the lounge. The sale of alcoholic beverages is prohibited.

WIFI & TECHNOLOGY: Guest use of the wireless system is permissible. Use by multiple machines, streaming and other high-density activities severely impact the efficacy of the system—please be mindful of this while using our community space.

PUBLICITY: Posters and fliers may be placed in the HEADLONG on the appropriate cork-boards. RENTER may not affix signage to the glass doors or other walls of the building. Banner or sandwich boards are permitted, but must be brought in and kept in the lobby each night. No scotch tape or flyers are permitted at the glass entry door.

SAFETY: RENTER shall ensure all pertinent fire regulations are followed and shall keep all fire exits, including doors, hallways and stairwells accessible at all times. RENTER shall not act in any manner which conflicts with ordinances, orders, requirements, rules or regulations of the Fire Department or Board of Health or any other governmental department, commission, board, officer or agency having jurisdiction. All equipment, props, scenery or any other items brought onto the PARLOR grounds must be fireproofed according to fire safety regulations. **No water, open flames, confetti, glitter, haze, fog or fake snow of any kind are permitted**.

CONTENT & CONDUCT*:* HEADLONG makes no restrictions on artistic content. Any person applying for use of the facility must be at least 18 years old. HEADLONG reserves the right to eject anyone who is deemed by its representatives to present him or herself in a disorderly fashion. HEADLONG reserves the right to make any additional regulations, as may be in the public interest. Permission to use HEADLONG is not transferable.

REFUSAL OF SERVICE: HEADLONG reserves the right to cancel any reservation and refuse admittance to any individual or organization for noncompliance with any of the policies or financial terms in this rental agreement.

INDEMNITY AGREEMENT: RENTER hereby agrees to indemnify, protect, defend and hold harmless HEADLONG for any and all costs, loss, damage, liability, expenses, attorneys' fees, penalties and fines whatsoever that may be incurred as a result of RENTER's use of the premises. When either negligent or directly implicated, the RENTER is responsible for any theft from or damages to PARLOR facility, property, staff and/or guests.

FORCE MAJURE: HEADLONG is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this in such circumstances.

CONTACT INFORMATION: For questions, such as closing due to weather or other emergencies: Chelsea@headlong.org.

ENTIRE AGREEMENT: *This document and attached appendixes represents the entire agreement between these two parties and supersedes any previous agreement, written or oral unless modified and signed by both RENTER and HEADLONG. Any changes to this agreement must be made by either a signed addendum or the issuance of a new contract. Handwritten changes to this agreement are not acceptable.*

Checks are payable to:
Headlong
ATTN: Rentals
1170 South Broad Street
Philadelphia PA 19146

Info for Headlong Studios

Name:

Address:

Phone:

Email:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____