

NTG FUNDRAISER AND NON-PROFIT CONTRACT



2473 South Kinnickinnic Avenue, Milwaukee, WI 53207

Screening of Current Movie: **35 Minimum Guest Count** Backstage Theater
110 Minimum Guest Count Atmospheric Theater



6823 West North Avenue, Wauwatosa, WI 53213

Screening of Current Movie: **72 Minimum Guest Count**



5906 West Vliet Avenue, Milwaukee, WI, 53208

Screening of Current Movie: **110 Minimum Guest Count**

Deposit of \$300.00 required to hold the date and will be applied back to final bill at the close of the event.

Concession Menu and Packages available

20% service fee will be added to final food/beverage bill. Special request movie rentals are subject to availability and range from \$250.00 to \$500.00 extra. See General Manager for more information.

Pricing for each guest must include full ticket price, any selected concession package price per person with a 10% Discount added.

An Event Price may be charged by the Non-Profit as a Fundraiser event. The difference in cost may be tax-deductible for guests purchasing ticket. Please consult your tax advisor for details.

Non-Operating Hours:

Saturday and Sunday 9:00 a.m. to 11:00 a.m.

Monday – Friday 9:00a.m. to 2:30 p.m.

Operating Hours: Subject to film schedule

No Outside Food or Beverages Allowed.

NEIGHBORHOOD THEATER GROUP RENTAL AGREEMENT

Event Date: _____ **Start Time:** _____

Event Location: _____

Anticipated Guest Count: _____

1. Contracts for the use of the Neighborhood Theater Group referred to in this document as "NTG" shall be issued in print form only. NO verbal agreements shall be binding upon either party. A Facility Rental Contract must be completed and signed by the Neighborhood Theater Group General Manager and the person (s) who is legally and financially responsible for the event.

2. NTG reserves the right to decline to rent or prohibit the use of the facility on a case by case basis.

3. Lessee waives and releases all legal claims against the Neighborhood Theater Group related in any way to this rental. Lessee agrees to indemnify and hold NTG harmless from all legal claims that may arise from this rental, including but not limited to claims for: 1) loss of personal property, 2) damage to personal property, or 3) personal injury of Lessee, Lessee's guests, employees or agents, or any third party.

4. A "rental day" is determined as occurring between the hours of 8 am and 12 midnight. Any use of the facility outside those parameters must be negotiated with the theatre management prior. If the event goes beyond midnight, a rental overtime charge of *\$100 per hour will be assessed*, and hourly labor rates will double.

RENTAL FEE

5. Rental dates are only secure upon receipt of signed contract and payment of rental fee. At the completion of the rental event, the final bill will be presented and is due at that time. NTG does not provide any invoicing after an event. This rental fee will not be refunded, however it can be credited to future dates if the event is rescheduled within twelve months. Any event cancelled less than thirty days prior to the scheduled date will result in the loss of the full rental fee.

RENTAL PAYMENT

6. A written estimate can be supplied with the Facility Rental Agreement. However, the estimate is not an invoice and the actual rental total may exceed the estimate. The estimate is provided as a courtesy and is not binding as the final invoice amount.

REMOVAL OF PROPERTY

8. Lessees are required to remove all property from the premises immediately following the event unless arrangements have been made with the General Manager for removal at another time. There are no exceptions to this rule. NTG will not insure the safety of any property left in the building after an event. Property not collected within 10 days will be disposed of as necessary.

TECHNICAL PERSONNEL AND EQUIPMENT

9. Lessees will be required to hire a minimum of one technician from the theatre's technical crew. These workers, chosen by the theatre's General Manager, operate and supervise lighting, sound and backstage management. The AV & Promotions Specialist has the authority to increase crew based on the demands of the rental event.

10. Only NTG staff and crew may operate any NTG technical equipment, including, but not limited to lighting, sound, and projection. All technical needs should be provided to the AV & Promotions Specialist no less than two weeks prior to the event.

11. Lessee is responsible for the set up and removal of any personal and event-specific equipment, including, but not limited to, decorations, signage, computers, and any additional stage equipment not in the NTG inventory.

CONCERT RESTRICTIONS

12. NTG does not accommodate or engineer any concert sound. Lessees wishing to use the facility for a concert event must contract the sound rig—including its installation, engineering and removal with an independent sound company. NTG will not negotiate this arrangement.

14. Due to the theatre's historic certification, a sound reproduction limit of 100db is enforced. No exceptions.

SERVICES FURNISHED BY NTG

15. Custodial services prior to, during, and after each event are the responsibility of NTG. This includes trash removal, restroom maintenance, and the cleaning of the auditorium, balcony and common areas. If it is determined that cleanup after an event is excessive, the NTG staff reserves the right to attach an additional \$75 cleaning charge to the final rental invoice.

16. A lobby manager provided by the lessor is required for security purposes.

LESSEE TICKET SALES IN THE NTG LOBBY

18. No access is permitted to the NTG on-site credit card system. We cannot guarantee exclusivity of the lobby for ticket sales at any time.

CONCESSIONS

19. NTG staff shall retain all concessions (food) sales rights and privileges through our concessions stand. The management retains the right to refuse concessions sales at any event. Lessees are NOT allowed to sell their own concessions under any circumstance without the consent of the NTG management.

MERCHANDISE SALES

20. When the lessee opts to sell merchandise during the rental period, NTG is in no way responsible for the set-up and management of these activities. Currently, NTG does not assess any fee for lessee merchandise sales.

RULES DURING RESIDENCE

21. During residence, the lessee shall be responsible for any damages to or any loss of NTG equipment, furnishings or fixtures. Please do not move any furniture or attach signs or decorations to any part of the building without approval from the theatre's General Manager. Photographs may be taken during your event for theater's marketing materials.

22. While in residence, children under the age of 12 must be accompanied by an adult. Children must not be left unattended and must not roam the building unattended.

23. The following rules are strictly enforced:
- a. No helium-filled balloons in theater auditoriums
 - b. No metallic confetti
 - c. The Avalon balcony is closed to all guests
 - d. No food is allowed on stage at any time.

FIRE PRECAUTIONS

24. Avalon Atmospheric Theater is a Local Historic Landmark for the City of Milwaukee, and therefore has very strict occupancy codes regarding fire and audience safety.

25. The following are the fire code regulations enforced for all occupancy of the theatre:
- a. There is absolutely no smoking in any part of the building at any time.
 - b. Main exit doors must remain unobstructed at all times.
 - c. Auditorium exit doors must remain unobstructed at all times.
 - d. No seating of any kind is allowed in the auditorium aisles and all aisles must be unobstructed for the entirety of the event.
 - e. Auditorium fire exits, both floor and balcony level, must be free of any obstructions at all times.
 - f. No parking is allowed in the alley behind the theatre except during loading and unloading of equipment.
 - g. Avalon emergency exit stairs, including the areas near the exits are off limits to all persons except during an emergency evacuation.

I have read and understand the Rental Deposit / Guidelines & Policies for the Neighborhood Theater Group and I agree to comply with all of the listed items.

Lessee Signature: _____

Printed Name: _____ **Date:** _____

Company Name: _____

NTG Signature: _____

Printed Name: _____ **Date:** _____

Thank you for choosing NTG for your event!

AV & Promotions Specialist:

Mark Strube: mstrube@ntg-wi.com

General Managers:

Al Vento - Avalon: avento@ntg-wi.com

Michael Stanosz - Rosebud/Times: mstanosz@ntg-wi.com

Owners:

Lee R. Barczak and Jane M. Schilz