



SAMPLE

LONG BEACH PLAYHOUSE

PRODUCING THEATER AGREEMENT

1. THIS AGREEMENT, made and entered into on, _____ by and between _____ herein referred to as the Producing Theater and the Long Beach Playhouse herein referred to as the Presenting Theater.

This agreement is for the period of time beginning _____ and ending _____ during which time the Producing Theater will present a performance of _____, in the Studio Theater at Long Beach Playhouse.

2. This is an agreement for a specific period of time and project and neither the Producing Theater nor the Presenting Theater expect, anticipate or commits to entering into additional agreements. This does not mean that the Producing Theater or Presenting Theater is prohibited from entering into similar agreements in the future.

3. The Presenting Theater acknowledges that the Producing Theater will become an independent contractor and producer for the Project for the period of time specified above. The Producing Theater acknowledges that neither the organization nor anyone engaged by Producing Theater is an employee of the Presenting Theater and is not entitled to, nor will it claim any benefits or entitlements of employees of the Presenting Theater or not permitted to independent contractors or Producing Theater as specified by the Presenting Theater in this agreement. The Producing Theater will complete a W-9 Form and submit it to the Presenting Theater prior to the beginning of the Project and prior to any scheduled rehearsals.

4. The Producing Theater and Presenting Theater enter into this Agreement for the purpose of providing specific services for the Project at the Long Beach Playhouse outlined in this document. The Producing Theater will be solely responsible for organizing, directing, planning, and producing the Project including the hiring and pay of any independent contractors it engages to complete the work of the Project. The Producing Theater will also be solely responsible for obtaining any rights, releases, or permissions necessary to mount their production legally. The Producing Theater agrees to fully perform the services subject to the satisfaction of the Presenting Theater. If the Producing Theater fails to satisfactorily perform the services herein, this contract may be terminated. Services agreed upon by each party in this Agreement include but may not be limited to the following:



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A. The Producing Theater will:

1. Produce the Project outlined in this Agreement within the policies, standards and satisfaction of Presenting Theater.
2. Arrange for and attend a Production meeting with Presenting Theater Technical Staff no later than two-weeks prior to load-in date.
3. Have set entirely struck and cleared, with the stage and any other areas occupied by Producing Theatre returned to its original state by the end of the day

4. Pay all expenses of the production and compensate production personnel including but not limited to actors, directors, stage managers, musicians, dancers, administrators and all production designs, sets, costumes and properties that are a part of the Project.
5. Supervise and administer the Project according to the policies of the Presenting Theater. (See LBP Visiting Artists F.A.Q. and The Collaborative Tech Guidelines)
6. Present the Project at Long Beach Playhouse without damaging or otherwise disturbing or disrupting the sets, properties or other production devices onstage for the purposes of presenting the Presenting Theater's current and future productions.
7. Agree to pay all costs to replace or repair any and all damages to technical equipment, stage or facility that occurs during the course of the Project. Any cost of said repairs will be charged to the Producing Theater.
8. Install production title on the large Marque in the front of the building (if room provides and is deemed necessary by Presenting Theater).
9. Provide necessary text, information and images to Presenting Theater's Marketing Director to jointly market the Project in partnership with the Presenting Theater. This includes but is not limited to Facebook, Website, Email Newsletter and other online sources.
10. Any and all printed materials are the sole responsibility of the Producing Theater. Producing Theater will distribute all media materials, both print and electronic, only after review and approval of Presenting Theater.
11. Agree that Producing Theater is in fact and identified as such and Presenting Theater is in fact and identified as such in all media, public relations and marketing materials, using such logos and titles required by the Presenting Theater.
12. Are permitted to sell merchandise (i.e. pins, T-shirts, posters, etc.) that pertains to their specific produced show or to their Theatre Company or Organization. This does not include any food or drinks which are considered concessions and will only be sold by the Presenting Theater. The Producing Theater will maintain all revenues from this type of non-food or drink merchandise.



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B. The Presenting Theater will:

1. Make available the Studio Theater, its backstage, dressing rooms and technical equipment to the Producing Theater one hour prior to curtain of each performance and until thirty (30) minutes following the conclusion.

Scheduled Performance Dates: _____

2. Make available the Studio Theater, its backstage, dressing rooms and technical equipment to the Producing Theater for the purposes of load in and tech rehearsal(s) from _____ till _____ on _____
3. Provide to Producing Theater, one exterior key and one backstage key on Load in date. Producing Theater will be responsible for a \$200 replacement fee if keys are lost.
4. Provide public access to Long Beach Playhouse public areas at least one hour before scheduled curtain and services of one House Manager.
5. Provide restroom supplies and janitorial services needed for Project.
6. Provide volunteer ushers and bartenders for each performance of the Project, stock the bar as is customary, sell beverages and refreshments beginning one hour prior to curtain and at intermission, and retain all revenue from bar sales.
7. Provide and compensate as customer service House Manager and, if necessary, Box Office personnel for each production of the Project.
8. Through our Box Office, sell all tickets for the Project on our website and via telephone and website, provide ticket stock, and sales records if needed.
9. Pay all costs of ticketing services.
10. Provide information to Producing Theater about how to direct ticket buyers to Presenting Theater's website and Box Office.
11. Provide bookkeeper services to account for revenue of all ticket sales.
12. Obtain and maintain in force during the entire period of this Agreement, general liability insurance in the amount of \$1,000,000.00 combined single limit, at minimum.



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5. The Producing Theater and the Presenting Theatre agree that each party will provide and solely pay for all agreed upon services, products and expenses, solely pay for each financial obligation it makes in either producing and presenting the Project, and agrees that neither Party is to be held accountable for the financial obligation of the other made in consideration of fulfilling the Project of this Agreement.
6. The Producing Theater and the Presenting Theater agree that the price of each ticket sold for the Project will be _____ and that either party will offer no discounted tickets unless negotiated for by the Producing Theater, and agreed to by the Presenting Theater at the time of signing this contract. _____ complimentary tickets will be provided to the Producing Theater. Presenting Theater retains the right to provide complimentary tickets to any agent of the local Press.
7. Producing Theater will pay a guarantee of **\$150** per performance night. The guarantee can be paid in advance or deducted from ticket sales. The guarantee is non-negotiable.
8. Revenue from all Project ticket sales will be split **60%** to the Producing Theater and **40%** to the Presenting Theater. The Presenting Theater will sell all tickets and maintain appropriate financial records for all revenue from ticket sales.
9. After signing this contract, the Producing Theater can withdraw from said contract by **Nov. 15, 2024** without a penalty. After said date, any withdrawal from the contract by the Producing Theater will result in paying a **\$150** penalty if scheduled to perform one weekend, or **\$300** if scheduled to perform two weekends. This is to partially compensate the Presenting Theater for the lost revenue due to the withdrawal. This penalty fee is non-negotiable.
10. Full accounting for revenue will be provided by the Presenting Theater to the Producing Theatre and agreed upon revenue provided by the Presenting Theater to the Producing Theater at the conclusion of the Project.
11. Both parties agree that each may secure sponsorship support for the Project and that the other party will not benefit financially from this sponsorship. The total value and revenue of sponsorship will be the sole property of the securing party. Should the parties wish to solicit sponsorship revenue for purposes of supporting the Project, mutually agreeable donor benefits of sponsorship will be agreed upon prior to solicitation of support for this Project, including acknowledgment by the organization on marketing materials and other print or media materials.
12. The Producing Theater shall save and keep Long Beach Playhouse, their officers, employees, and volunteers free and harmless from and against any and all actions, claims, demands, costs, losses, fines, fees, or expenses of any kind or nature whatsoever which may be alleged in any legal action or otherwise charged, claimed or imposed upon Long Beach Playhouse, arising out of or attributable to or connected with the performance of the Producing Theater contemplated hereunder, or any acts, errors or omissions constituting a breach of this agreement or the contemplated terms of performance.



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13. The Producing Theater has read and fully understands the terms of this Agreement, and in signing this Agreement is bound by its terms. This Agreement, including the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of California without giving effect to the conflicts of laws provisions that would cause the application of the laws of any other state or jurisdiction.

IN WITNESS WHEREOF, the respective parties hereto have caused these present to be duly executed upon signature and prior to the day and year first above written.

PRODUCING THEATER REPRESENTATIVE NAME (Print)

PRODUCING THEATER REPRESENTATIVE SIGNATURE DATE

Phone _____ Email _____

LONG BEACH PLAYHOUSE REPRESENTATIVE (Print)

SIGNATURE DATE

Please send to:
Attn: Sean Gray ● Long Beach Playhouse ● 5021 E. Anaheim St. ● LB, CA 90804