COLONIAL THEATRE WEDDING RENTAL GUIDELINES

PLEASE NOTE THIS IS NOT YOUR RENTAL AGREEMENT.

Thank you for your interest in The Colonial Theatre. This document is designed to walk you through all of the necessary guidelines and costs involved with renting the Colonial. If you have any questions along the way, please don’t hesitate to contact us.

Here are the steps for renting The Colonial Theatre:

1. Please review the costs and guidelines below and fill out the forms at the end of this document to the best of your ability.
2. Hold on to pages 1-6 for your records and return pages 7-9 to Ashlei Perkins. We encourage you to return these items electronically to the email address or fax number below. Please send or deliver the $500 deposit to the mailing address below. If you would like to pay by credit card, please contact Ashlei Perkins directly at (413) 448-8084 x18.
3. Once the completed forms and deposit are received, a contract will be drafted and returned to you. Please sign the contract and return to Ashlei Perkins along with proof of insurance.
4. Once all materials are received, a member of the production department will contact you and walk you through the production details of your event.

CONTACT INFORMATION

<table>
<thead>
<tr>
<th>The Colonial Theatre</th>
<th>General Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>111 South Street</td>
<td>Ashlei Perkins,</td>
</tr>
<tr>
<td>Pittsfield, MA 01201</td>
<td>Assistant to the Artistic Director, CEO</td>
</tr>
<tr>
<td>Phone (413) 448-8084</td>
<td>Phone (413) 448-8084 x18</td>
</tr>
<tr>
<td>Fax (413) 448-8772</td>
<td><a href="mailto:Ashlei@berkshiretheatre.org">Ashlei@berkshiretheatre.org</a></td>
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<tr>
<td><a href="http://www.berkshiretheatregroup.org">www.berkshiretheatregroup.org</a></td>
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The Colonial Theatre facilities will be made available to individuals and/or organizations that have purposes considered to be compatible with the mission and image of Berkshire Theatre Group. Any user of the Colonial accepts the responsibility of protecting it for the long-term enjoyment of the people of the Berkshires. Rental reservations will be subject to completion of required documentation and payment of deposit. Any use of the space and equipment is subject to availability.

GENERAL RULES:

1. Fees must be paid in full a minimum of two weeks prior to facilities use, or as noted in the rental agreement.
2. All fees are for one period of 14 consecutive hours. Berkshire Theatre Group determines hours of use.
3. Earliest load in time: 9AM. Latest load out time: 12 midnight. Overtime labor and rental fees may apply outside these hours of use.
4. Berkshire Theatre Group requires payment of a non-refundable security deposit of $500 per rented day. Check to be paid with submission of completed Colonial Theatre Rental Guidelines.
5. Berkshire Theatre Group reserves the right, but not the obligation, to make live, pre-performance announcement(s) and advertisement(s) at any event.
Base rental rates are TBD after assessing event date and specific needs in wedding consultation.

The base rental rate includes:

1. Front of House Staff and minimal operating staff including a technical supervisor
2. One Member of the production department (to advance the event only. Does NOT include day of event.)
3. Equipment as outlined below
4. One rehearsal day (date TBD at the discretion of BTG) without production crew. A rehearsal with crew is subject to an additional $1,500.00

The rental rate does NOT include:

1. A member of the Production Department (day of event), stage labor, sound and lighting control operators, follow spot operators (Berkshire Theatre Group will determine the number of technicians and front of house staff required to load in, set up, focus, and restore light plot and stage equipment)
2. Special setups for stage, seating areas, rehearsals, lobbies
3. Special custodial or trash removal services (required in some cases)
4. Special fire alarm panel monitoring (required in some cases)
5. Security detail (required in some cases)
6. Video projection equipment
7. Labor cost to restore the theater after the rental to the basic condition needed for regular program activity

Labor rates (all labor rates are subject to a 4 hour minimum):

<table>
<thead>
<tr>
<th>Labor Type</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Light board and sound board ops, riggers, stage specialists, audio assistant</td>
<td>$33.00/hour</td>
</tr>
<tr>
<td>Fire watch (if required)</td>
<td>$62.50/hour</td>
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</tbody>
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Ancillary Fees:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>Video Projector with short throw lens</td>
<td>$250</td>
</tr>
<tr>
<td>Security Guards</td>
<td>TBD</td>
</tr>
<tr>
<td>Cleaning Fee for food served or prepared in carpeted areas</td>
<td>$225</td>
</tr>
<tr>
<td>Overtime Fee (if event exceeds 14 hours)</td>
<td>$200/hour</td>
</tr>
<tr>
<td>Piano Rental (tuning not included)</td>
<td>$350</td>
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</tbody>
</table>

Optional Marketing Fees:

Colonial Theatre’s outdoor LED Marquee- EXCLUSIVE (subject to availability) $150 for 4 hours (minimum)

SEATING CAPACITY

The Colonial Theatre contains a total of 760 usable seats. Lessee shall have a total of 744 seats at its disposal. The Seating Breakdown is as follows:

1. Orchestra level – 323 seats
2. Balcony level – 264 seats
3. Gallery level – 173 seats

Additional space capacities:

1. Lobby/Garage: 200 (empty), 150 with high tops & chairs, 100 with tables & chairs
2. Back Stage: 50 (empty), 30 with tables and chairs
3. Historic Lobby: 50 (empty), 30 with tables and chairs
4. Conference Room: 40 (empty), 20 with tables and chairs
5. Stage: 200 (empty), 150 with high tops & chairs, 100 with tables & chairs

GUIDELINES

The Colonial Theatre is a Performing Arts Center with a responsibility to preserve two historic buildings. The following guidelines are designed to safeguard the property, retain its integrity as a National Treasure, and ensure the success of your event.

1. The Colonial Theatre is a private facility. Berkshire Theatre Group assumes no responsibility for marketing the event and makes no claims as to the outcome of any incidental marketing of the event.
2. Berkshire Theatre Group reserves the right to determine eligibility to rent the facilities.
3. The facilities may not be used for any event that may detract from the positive public image of Berkshire Theatre Group.
4. Renting of additional tables, chairs, linens, etc. is the responsibility of the Lessee.
5. Along with the submittal of the application form and deposit, Berkshire Theatre Group will ask you to provide detailed information about your event to determine if we can meet all of your expectations. Only after this application is processed can a rental agreement be developed. Once that agreement is signed, the deposit is received, ticketing information (if applicable) is returned, and appropriate proof of insurance is submitted, a copy of the rental agreement will be returned to you and your reservation will be confirmed.
6. NO PUBLIC NOTICE OF THE EVENT CAN BE MADE UNTIL YOUR USE OF THE SPACE HAS BEEN CONFIRMED WITH A RENTAL AGREEMENT.
7. The Colonial Theatre rental rate is based upon a reasonable work period in any one calendar day. Time in excess of 14 hours or the contracted time during a calendar day will incur overtime facility rental fees of $200 per hour or portion thereof.
8. Final payments may be made via certified or cashier’s check, cash or money order. Failure to complete payment for the rental in advance of the date will be grounds for cancellation.

STAFF

Berkshire Theatre Group staff supervision and equipment operation is required at all functions. Staff must be present from set-up through clean-up.

1. Berkshire Theatre Group will provide minimal operating staff including a House Manager and appropriate Front of House staff, Ticket Office staff and a Technical Supervisor as part of the rental fee.
2. If Berkshire Theatre Group’s equipment is used, then Berkshire Theatre Group employees must be hired to run the equipment.
3. Berkshire Theatre Group’s production department will determine the number of technicians and front of house staff needed to properly control and present the event and will provide that estimate to the Lessee in advance. Berkshire Theatre Group reserves the right to evaluate the event and adjust the number of staff needed on-site as necessary. The cost of additional personnel and/or equipment is the responsibility of the Lessee.

LABOR AND WORK RULES

Berkshire Theatre Group has work rules in place to assure that theatre staff and over-hire personnel have reasonable breaks during the work day. Failure to consider these rules when scheduling can lead to penalties.

1. At a minimum, a one hour meal break every five hours is required for staff and crew. Breaks will be factored into the production schedule. A labor penalty of double time (two times the prevailing hourly rate) will be charged if a one hour break is not given after five hours. This double time rate will continue until a one hour break is given.
2. Hours are calculated in whole hours. There is no grace period for breaking the hour, so going one minute into the next whole hour is the same as going fifty-nine minutes into the next whole hour.

3. If the work day extends past midnight or beyond fourteen hours, a labor penalty of two times the prevailing hourly rate will be assessed for each hour or portion thereof.

4. Break times may be staggered so long as the above rules are not broken.

5. Berkshire Theatre Group maintains a zero tolerance drug and alcohol policy for all personnel hired by Berkshire Theatre Group or the Lessee. This policy is governed by the laws of Massachusetts and will be strictly enforced.

6. Once a crew call has been established, Lessee may not alter the call within two weeks of the event without approval from Berkshire Theatre Group.

FACILITIES

1. The Berkshire Theatre Group administrative offices are open daily Monday thru Friday 9:00 AM-5:00 PM, except on certain holidays. The Colonial may be unavailable from time to time to address necessary facility needs.

2. Basic cleaning will be considered part of all facility rentals. This covers the cost of cleaning the auditorium, lobbies, public bathrooms, and dressing rooms. If food is to be served during an event, a $225 cleaning fee will be assessed. If warranted, the cost of garbage removal or excessive cleaning will be an extra expense charged to the Lessee.

3. Some events require a security detail above and beyond that provided by the Berkshire Theatre Group staff. The cost for any additional security is the responsibility of the Lessee.

4. Smoking is not permitted in any of the buildings and only in designated areas outside of the building.

5. Except for service animals, no animals are allowed in the theatre.

6. Berkshire Theatre Group will have the ability to determine issues of public safety and may act accordingly at the discretion of staff.

EQUIPMENT:

1. The sound and light systems are included in the base rental rate. The Lessee will assume the cost of labor for qualified lighting and sound operators, unless, in the sole judgment of a member of the Production Department, the Lessee or their personnel can demonstrate a sufficient proficiency in the operation of The Colonial Theatre systems.

2. The rigging system is included in the base rental rate. The Lessee will assume the cost of labor for qualified rigging operators, unless, in the sole judgment of the Production Department, the Lessee or Lessee’s personnel can demonstrate a sufficient proficiency in the operation of The Colonial Theatre systems.

3. The Colonial Theatre standard lighting plot is included in the base rental rate. Any changes to this standard lighting plot will be charged at a time and materials rate along with any labor cost to restore to the standard lighting plot.

4. Any equipment required by Lessee in addition to that owned by The Colonial Theatre will be the responsibility of the Lessee and all costs associated with securing such equipment will be the responsibility of the Lessee.

5. The use of fog or haze can trigger the fire protection system. For this reason, if such use is required, the Pittsfield Fire Department must monitor the fire panel for the duration of rehearsals and performances. The cost of this is NOT included in the rental rate and is the responsibility of the Lessee.

6. In order to comply with FCC-mandated regulations, Berkshire Theatre Group prohibits the use of microphones, headsets or any other wireless devices that operate using the frequencies between 698 and 806 MHz (the 700 MHz Band) for broadcast.

FURNISHINGS:

1. The Colonial Theatre maintains a small inventory of tables, chairs and linens which are subject to prior use. All tables, chairs, linens, tableware, tents, and other additional materials in excess of our inventory are the responsibility of the Lessee. Rental items must be removed within 12 hours of the event, unless other arrangements have been made with Production Department.
PROPERTY:

1. The Lessee assumes all financial responsibility for damage to, or loss of, property belonging to Berkshire Theatre Group and for any personal injury that may occur during or as a result of use of the property. Additionally, the Lessee agrees to indemnify and hold harmless The Colonial Theatre, Berkshire Theatre Group, its staff, and Board of Trustees for injuries and damages occurring as a result of this rental activity. Proof of insurance must be provided by the Lessee before the event can take place.

2. All materials and equipment must be removed from the property immediately after the event, unless otherwise approved by Berkshire Theatre Group. If equipment is not removed, Berkshire Theatre Group reserves the right to have the equipment removed at the Lessee’s expense.

3. Furnishings or objects belonging to Berkshire Theatre Group may not be moved without specific approval of Production Department.

4. If there are deliveries, all items must be delivered and picked up on the day of your rental. The Berkshire Theatre Group Production Department must be aware of when items are to be delivered.

5. The use of open flame is not permitted anywhere in the facility, except “canned heat” for warming food as part of a catering setup. Any proposed use of pyrotechnics or similar devices must be approved by the Berkshire Theatre Group Production Department in advance.

DECORATIONS AND DISPLAYS:

1. Unauthorized displays, decorations or special equipment are not permitted.

2. Use of tape, staples, tacks, nails, screws, and paint is strictly prohibited.

3. Lobby displays, banners, etc may not be attached to walls, ceiling or floor. Assistance is available to ensure that displays are properly hung without damaging Colonial Theatre property.

4. All equipment and scenery must be properly fireproofed according to industry standards. No pyrotechnic displays will be permitted without the proper licenses as required by the State of Massachusetts.

5. All approved decorations must be fireproofed.

6. Candles are not permitted, with the exception of small birthday candles, votives, or outdoor terrace lamps, all to be previously approved by the Production Department.

7. Lagging into the stage deck is strictly prohibited.

HOUSE RULES:

1. The stated hall capacity will not be exceeded under any circumstances.

2. The house will open to the public 30 minutes before the scheduled start time, following a consultation between House Management and the Production Department.

3. The actual start time for the wedding will be decided by the Production Department after consultation with House Management and the bride and groom.

4. Receptions will terminate by 11:00 PM unless approved, in advance, by the Production Department.

5. Lighting intensities for the auditorium, lobbies and backstage spaces will be under the direct control of the Production Department, who will have the final authority on those intensities at all times.

6. Audio levels for the auditorium will also be under the direct control of the Production Department. At no time shall the sound volume level exceed 96 decibels in any area of the theatre.

CATERING:

1. All food and beverage services must be provided by licensed caterers and approved by Berkshire Theatre Group.

2. The Colonial Theatre has a catering prep area for modest food prep and plating. There are no facilities for cooking, chilling, or freezing large quantities of food. Set-up and clean-up including the removal of trash to the dumpsters are the responsibility of the Lessee and catering staff.

3. If food is to be served in the carpeted areas of the facility, a $225 cleaning fee will be assessed.
4. Guests shall be advised that food and beverages may not be brought onto or removed from the premises by anyone other than the approved caterer. Berkshire Theatre Group staff will indicate which areas of the facility may be off-limits for food and beverages. Food is prohibited in the auditorium.

5. Cooking indoors with open flames is not permitted. Cooking outdoors will be permitted upon meeting specific conditions.
   a. Open flames shall be at least twenty feet from The Colonial Theatre buildings.
   b. Open flames shall be attended to at all times.
   c. The Production Department shall be notified after extinguishing the open flame, to determine that all cinders have been properly extinguished.

ALCOHOL:

1. The Lessee acknowledges and understands that The Colonial Theatre has a full liquor license and will act as the seller of all alcoholic beverages. Berkshire Theatre Group will provide TIPS Certified bartenders for those functions at which alcoholic beverages are sold and will determine the start and ending times for alcohol sales.

2. Berkshire Theatre Group reserves the right to stop serving alcohol to any individual or group without notice or to remove from the premises anyone intoxicated or behaving in a destructive manner.

INSURANCE:

1. The Lessee assumes responsibility for the conduct of all persons at the event and all financial responsibility for payment of fees and the coverage of any damage or loss of the Colonial Theatre property occurring as a result of or during the function and for any personal injury that may occur during, or as a result of, such use.

2. The Lessee assumes full liability for the action of their employees, contracted personnel, agents, guests, and volunteers and agrees to hold harmless and indemnify The Colonial Theatre for any acts or omissions of these persons.

3. The Lessee is required to provide Berkshire Theatre Group with proof of insurance listing The Colonial Theatre as an additional insured. The policy should cover General Liability as well as Worker's Compensation and Employers' Liability Insurance for $1,000,000 each. Liquor Liability should be covered if serving alcohol not through the theatre's license.

4. Proof of insurance coverage for the date of the event must be provided to Berkshire Theatre Group at least 14 days prior to the event.

5. Berkshire Theatre Group is not responsible for the loss of any belongings of the Lessee, its guests, employees, contracted agencies or personnel, or volunteers.
IMPORTANT:

Please sign and return this page and ALL subsequent pages to:

Ashlei Perkins
Berkshire Theatre Group
111 South Street,
Pittsfield, MA 01201

Please retain pages 1 through 6 for your files.

In filling out the following application form, please be sure that you have answered all questions as completely as possible. If you have questions, please call or email Ashlei Perkins at 413-448-8084 x18 or ashlei@berkshiretheatre.org.

By signing below you indicate that you have read and understood the guidelines as they have been set forth in this document and that you agree to those guidelines as a basis for a rental agreement.

Please note that this is not your rental agreement. An agreement will be generated based on the information you have provided in this application form and sent to you for signature. Please be sure you have completed this form in full so that there will be no delay in generating the agreement.

Lessee: ___________________________  Event Date: ________________

I/We have agreed to all conditions set forth in The Colonial Theatre’s Rental Guidelines.

_______________________________________  ___________________________
Authorized Signature                      Date

_______________________________________
Print Name
COLONIAL THEATRE FACILITIES RENTAL APPLICATION FORM

Contact Name: ________________________________
Address: ____________________________________ City, State, ZIP ________________
Telephone (day): ___________________________ (evening): ___________________________ (cell): ________________
Fax: ________________________________________ Email: ________________________________
Individual Social Security Number: ________________________________
Wedding Date: ________________________________
Time of Event: ________________________________
Anticipated Number of Guests: ________________________________
Length of Event: ________________________________

SCHEDULE

What time will you arrive? ________________________________
If you have trucks, what time will they arrive? ________________________________

Will there be any deliveries made to the theatre in your name prior to your event day? Yes ☐ No ☐
If so, please provide details: ________________________________

Please provide us with a schedule of your event day (i.e. 9am: load in, 11am: guests arrive, 11:30am panel discussion, 12:30pm clean up, etc.):

__________________________________________________________________________________________________
__________________________________________________________________________________________________

Catering

Will your event be catered? Yes ☐ No ☐
If so, by whom? ________________________________
When will they arrive? ________________________________

Do you need to use our tables?* Yes ☐ No ☐ How many?
*Our tables refer to 6 foot and 8 foot rectangular tables which may be subject to prior use.

Do you need to use our chairs?* Yes ☐ No ☐ How many?
*Our chairs refer to rigid armless chairs with a foam back and seat covered in burgundy cloth which may be subject to prior use.

SPACE USAGE:

Please circle the spaces you plan on using for the wedding:

Lobby/Garage Back Stage Historic Lobby Stage Conference Room

Please give a description of what you will use each space for (i.e. Stage: ceremony, Lobby: reception, ETC):

__________________________________________________________________________________________________
__________________________________________________________________________________________________
__________________________________________________________________________________________________
TECHNICAL INFORMATION

(For a copy of our technical specifications, please visit our website at http://www.berkshiretheatregroup.org/about/technical-info.html)

Lighting (Stage House Only)
Do you have any special lighting requirements?

Audio
Do you need any microphones? Yes ☐ No ☐ If so, how many? ________________________________

Are you bringing any audio gear or musical instruments? Yes ☐ No ☐ If so, please list: ________________________________

Is your event being recorded for audio? Yes ☐ No ☐ If so, by whom? ________________________________

Video
Are you using any video projection? (This includes PowerPoint) Yes ☐ No ☐

If so, will the video presentation include audio? Yes ☐ No ☐
Do you have all the necessary equipment? Yes ☐ No ☐ If not, what are your requirements? ________________________________

Is your event being recorded for video? Yes ☐ No ☐ If so, by whom? ________________________________

Contact Info for video recording: ________________________________

Other
Is there anything else that you think we need to know about your event/show?

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

Please email this to ashlei@berkshiretheatre.org.