

WHEREBY IT IS AGREED AS FOLLOWS:

1. GENERAL OCCUPANCY TERMS

- a) The Client agrees to perform at the Tinteán Theatre on the above dates and in accordance with this Agreement Schedule, and for the avoidance of any doubt, it is hereby agreed and understood between The Client and Tinteán Theatre that the Agreement Schedule is incorporated with, and forms part of this contract of agreement between the two parties. This agreement shall extend to all usage days and performances. The Tinteán Theatre reserves the right to alter the Agreement Schedule at any time in consultation with The Client.
- b) The Client will be granted supervised access to theatre auditorium, scene dock, control room, backstage corridors, backstage dressing rooms, backstage green room and the facilities and provisions therein under the terms of this contract.
- c) The Client has access to the private venue car-park for up to six cars and truck/van on usage days.
- d) Access to any other area of the building must be agreed with Management or their nominee in advance.
- e) The Tinteán Theatre is responsible for and will remain in full control of standard venue provisions; box office functions including sales staff, ticketing, tickets and reconciliation; front of house and bar functions: management, staff in accordance with fire regulations, drinks licence, stock and selling etc The Client will not interfere with or disrupt the operations of the venue.
- f) Requests for changes in the normal work practices at the Tinteán Theatre should be notified to the Management Team of the Venue or their nominee as soon as possible and will be solely granted at their discretion.

Please request up-to-date information on opening hours and operations from the Theatre Management Team for the period of your occupancy.
- g) The Client must respect the other users of the building, minimize disturbance and remain within the zones agreed.
- h) The Client warrants that it is vested with all rights necessary to publicly perform their production in the Tinteán Theatre and that no performances of the production will infringe any of the provisions of the copyright or other law and that the production is not defamatory to any person, firm or company and will fully indemnify the Tinteán Theatre against any cost, claim or demand arising out of the breach of warranty.
- i) The Tinteán Theatre is legally obliged to provide IMRO with reports on every performance that occurs on the premises and make financial returns as appropriate at the applicable rate. **This is calculated as the total box office multiplied by 0.0369 if music is performed throughout or proportioned in quarters over the full running time of your performance.** The Client is entirely responsible for the fulfilment of the rights obligations for their performance. To discharge this obligation, The Client must provide a set list of featured copyright music performed as part of their performance if applicable. Failure to provide this information to the Tinteán Theatre may result in delayed or withheld payment or returns. The Client should contact IMRO on 353 1 661 4844 for further information on the music rights obligations for their performance.

- j) The Tinteán Theatre holds Public Liability Insurance and Employer's Liability Insurance for its own employees in the venue. The Client must provide Liability Insurance in respect of its activities, employees or members. An indemnity to this effect must be made available to the venue.
- k) Any arrangements made between the Client and the Tinteán Theatre subsequent to this contract are not covered by this contract and must be discussed and agreed separately. Any additional financial exposure will be subject to that separate agreement.

2. CHARGES, CANCELLATION, AND REFUNDS

- a) If the Company is not based in the Republic of Ireland, the Tinteán Theatre has an obligation to deduct 23% VAT from box office receipts for payment to the Revenue Commissioners.
- b) Occupancy rates and associated service charges will be applied as per Tinteán Theatre's rate card in addition to any additional charges applicable to The Client's occupancy.

Occupancy Charges: (10 Hours – Includes 1 Technical Staff and use of house Sound & Lighting) – Rates after the ten hours is charged at €25 per hour for the technician
- c) Payment of any rental charges (if applicable) must be as follows:
Deposit on contract: 20%
Departure: 80%
Final payment will be deducted from box office revenue at source by the Tinteán Theatre and the balance of any further monies owed will be billed to The Client.
- d) Unless otherwise agreed, payment of any monies due to The Client will be made only upon full box office reconciliation and completion of chargeback calculations after the final performance.
- e) Payment will be made by electronic funds transfer to The Client and will be made within thirty working days of the final performance, provided all such reconciliations have been completed and bank details received from The Client.
- f) The Tinteán Theatre is entitled to retain out of monies received at the box office or otherwise on behalf of The Client, those amounts due from The Client under any provisions of this agreement, or any statutory obligation to which Tinteán Theatre finds itself liable.
- g) The Tinteán Theatre must pass on any bank credit card charges incurred on the card sales relating to events.
- h) Any additional hours in the theatre will be charged at the applicable rate and you will be recharged for any overtime incurred for technical hours or additional equipment hired on your behalf.
- i) The Tinteán Theatre reserves the right to cancel the performance in consultation with The Client in the event of insufficient ticket sales or any other such reasonable cause.
- j) In the case of cancellation of the performance/s by The Client, The Client will be liable for compensation to the Tinteán Theatre of all associated costs, including, but not limited to, administration, marketing and technical expenses incurred in anticipation of the performance.

- k) If this is a rental contract (see page one for Contract type), in the case of cancellation of a rental by The Client post-contract, The Client will be liable to payment of the agreed rental sum as follows:
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| more than 12 weeks: | 30% |
| between 12 - 9 weeks: | 50% |
| between 9 - 6 weeks: | 75% |
| between 6 - 3 weeks: | 90% |
| less than 3 weeks: | 100% |
- l) If either party is prevented from or delayed in the performance of any of its obligations under the Agreement by any event beyond its reasonable control (a "Force Majeure Event"), including, but not limited to, acts of God, civil commotion, pestilence, war, earthquake, fire, flood, industrial action, terrorist action, inclement weather or political interference, then it shall notify the other party in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue. If the Force Majeure Event continues for longer than five (5) working days, the party not claiming relief under this clause shall be entitled to terminate the Agreement by giving the other party 5 working days' written notice.
- m) In the event of customer dissatisfaction with the performance or any other aspect of the presentation for which the client is responsible, the Tinteán Theatre reserves the right to make returns, exchanges or refunds as necessary at the client's expense where we consider that the good name of the Tinteán Theatre is in jeopardy. The client will be notified of any such returns as soon as they occur.

3. BOOKINGS & BOX OFFICE

- a) All bookings and product sales will be made through the Tinteán Theatre box office, unless otherwise agreed in advance and specified in writing in the Agreement Schedule.
- b) The Client will consult with the Tinteán Theatre on a tiered ticketing structure to allow for reduced rates or special promotions for unwaged, retired/ OAPs, students etc as far as possible.
- c) The Tinteán Theatre will provide Box Office functions for the event. After the final performance, the venue will provide The Client with a full written Box Office event sales report which will be subject to financial reconciliation.
- d) The Tinteán Theatre operates a 7-day reservation policy for groups of over 10 people. Patrons are notified at the time of booking that reservations are automatically removed after 7 days. The Tinteán Theatre will not be held responsible for reservations which do not convert to sales.
- e) The Tinteán Theatre reserves the right to avail of 6 complimentary house tickets for all performances. These will be automatically blocked from sale at the box office and will be released solely at the discretion of the Management Team.
- f) In the case of rental contracts, The Tinteán Theatre Box Office staff do not have authorisation to issue complimentary tickets to events (not including venue house tickets). The Client is responsible for authorisation of all complimentary tickets to their show. The Client must provide a guest list of named individuals who will collect their comps at the box office on arrival (or in advance) and/or The Client must nominate a named individual who is responsible for liaising with their guests at the box office desk.
- g) The selling of any complimentary tickets is prohibited and will result in penalties and invalidation of this agreement.

4. PUBLICITY AND PROMOTION

- a) The Client may not begin promotion or ticket sales to a performance in the Tinteán Theatre without first obtaining a signed contract with the venue.
- b) The Client will consult the Tinteán Theatre before printing or distributing any promotional material. Proofs of promotional material must be cleared with the Marketing Manager or their nominee. The Client may be fined if found to have distributed any unauthorised material; this fine will be deducted from box office takings or billed directly as appropriate as detailed in the Client Info Pack which is available on request.
- c) The Client is entirely responsible for its own press, publicity and promotion. The Tinteán Theatre can promote the show as part of its season of events and can offer additional marketing services on request. The Theatre's marketing supports are chargeable, optional extras.
- d) If requested, the Client must make available, as far as possible, those relevant personnel associated with the event who may be required to participate in promoting the production through press and publicity interviews, photo calls etc if required. Any such commitments will be scheduled in consultation with The Client. Agreement to such arrangements must not be unreasonably withheld.
- e) The Client will provide the Tinteán Theatre with all press, publicity and promotional material and copy for brochure and other publications, as may reasonably be required in the marketing and promotion of the performance.
- f) Promotional literature must be provided to the Tinteán Theatre no later than 6 weeks before the performance date.
- g) The Client hereby licenses the Tinteán Theatre to use any such promotional material, information or images as needed, and as the venue sees fit, in the marketing and promotion of the performance. Any special consents required must be detailed in the Agreement Schedule.
- h) The Client will be financially liable for any local media placements or other advertising/ promotional costs which the Tinteán Theatre places at the Clients request. Such placements to be agreed in writing between the Tinteán Theatre and the client and the Tinteán Theatre will retain costs of same from ticket sales or by direct billing to the client as appropriate.

5. CLEANING & SERVICE PROVISION

- a) The Tinteán Theatre will ensure that the spaces specified in this agreement are made available and cleaned in accordance with cleaning protocols and that all rider requirements as agreed in advance and specified in the Agreement Schedule above.
- b) Cleaning staff will enter the dressing rooms each day for the duration of The Client's occupancy to empty bins and clean surfaces in accordance with cleaning protocols. If the Client requires further cleaning services during occupancy, they must notify the venue staff to schedule cleaning as required.
- c) Cleaning hours will be restricted to reasonable levels and excessive cleaning costs will be charged back to The Client

6. TECHNICAL, HEALTH & SAFETY, CHILD PROTECTION

- a) The Client must observe and plan for all health and safety implications of their activities and provide their risk assessment and health and safety plan to the Technical Manager no later than two weeks prior to arrival.
- b) The Client must adhere to the requirements on performance running times and other restrictions as detailed in the Agreement Schedule or other notices.
- c) Before arrival or as soon as known, The Client must provide to the Technical Manager or their nominee, details of their personnel or guests that they may need to admit backstage for all events and The Client must ensure that access backstage is limited to authorised personnel.
- d) The Client must report any Health and Safety incidents (including near misses), accidents, communicable diseases (such as COVID-19) or injuries which occur on the premises to the Technical Manager and must complete an Incident Report Form.
- e) The Client agrees not to park any vehicles in the get-in access area which are not required for the get-in. Once get-in or get-out is completed, all vehicles belonging to The Client must be removed from the area as required by the Technical Manager or their nominee.
- f) Upon arrival to the premises, The Client or their agents must first contact the Theatre's Technical Manager or their delegate before entering the building. Upon entering the building, The Client must ensure that all of their personnel provide any details, including sensitive personal data such as health status, that may be required of them. The Client and their agents will adhere to the instructions of the Theatre staff or signage in respect of accessing spaces.
- g) The Tinteán Theatre will provide one house technician during The Client's occupancy who will be responsible for all venue equipment and production operations.
- h) Unauthorised personnel are not permitted to use any equipment in the Tinteán Theatre without direct supervision or authorisation from Tinteán Theatre technical crew. Technical staff will be restricted to times and dates specified in the attached Agreement Schedule above.
- i) The Client must come complete with their own crew, competent and trained to deliver their production. The venue technician is not intended to operate the client's shows, however if the demands of the performance are manageable within the technician's schedule and capacity, the technician may be in a position to operate. This must be detailed and agreed in advance.
- j) Any additional technical support needed by The Client (lighting operators, sound engineers, stage managers etc) can be sourced and provided by Tinteán Theatre and billed as a chargeback to The Client. Such additional requirements must be requested in writing and specified in the Schedule Agreement.
- k) Where a pre-rig requiring more than 2 hours is required in advance of the client's arrival, the Client may be liable for the additional tech costs of pre-rigging. This must be detailed in advance.
- l) Technician hours are restricted to a maximum of ten hours per day, and thirty hours per six-day period. Any requirement above these restrictions must be detailed in the first page Agreement Schedule or otherwise approved by the venue in writing before occupancy. Normal working time breaks and practice will apply, and meal breaks must be agreed with the Technical Manager or their nominee and must be adhered to.

- m) Any equipment required by The Client that is additional to that detailed in the Theatre's Technical Specifications must be hired by the Company.
- n) Any additional equipment brought into the Tinteán Theatre by The Client must be outlined in advance. The description of the state of equipment must be verified by venue technical staff.
- o) All portable electrical equipment brought into the venue by The Client for use during occupancy must have up to date P.A.T. certification or otherwise deemed safe by Technical Manager.
- p) The Client must take all safety precautions with systems of work, equipment, personal protection and must formally report any accident or dangerous occurrences to the liaison person by completing an Incident Form and providing it immediately to the Technical Manager.
- q) In the case where venue equipment is found to be missing after The Client has left the venue, the Client is liable for return or replacement of missing equipment. The cost of such replacement may be billed or deducted from any monies owed to The Client. It is The Client's responsibility to perform a full inventory upon arrival and get-out to guard against misappropriation of equipment.
- r) All settings, materials and equipment shall comply with all current flame-retardant standards. Where this is not adhered to, the performance may not proceed until full fireproofing has been performed. The cost of further flame retarding must be borne by The Client.
- s) Flames and pyrotechnics are prohibited, and any special effects proposed must be approved in writing by the Technical Manager and entered into the Agreement Schedule.
- t) The Client must read the Fire Safety Statement which is posted throughout the building and must follow the procedures as outlined in the event of a fire.
- u) Smoking is prohibited inside the building and around the premises of the Tinteán Theatre except in the back parking lot outside the Green Room. Ash and cigarette butts must be disposed of safely into the units provided. Cleaning fines will be applied to groups who are found to be irresponsible in their disposal of smoking litter.
- v) The Client shall, for the duration of their occupancy, be responsible for all scenery, properties, effects, and equipment brought into the Tinteán Theatre in connection with the production. On or before get-out, The Client shall be fully responsible for the removal of all scenery, properties, effects and equipment brought on to the premises in connection with the production. Failing this, material shall be dealt with by the Tinteán Theatre at its sole discretion, and any costs incurred in disposal of material will be billed to The Client.
- w) The Client must ensure that venue capacity is not breached and ensure against un-ticketed admissions to the theatre.
- x) The back exit door from the stage into the backstage accessible access corridor may not be used without permission from the Technical Manager.
- y) The Client must keep the stage, the stage area, dressing rooms, green room, and all technical equipment used clean and tidy and in good working order.
- z) The Client must not alter lighting, sound, electrical system or fittings without prior consent of the Technical Manager or their nominee.

- aa) The Client must not use nails, pins, etc. on the stage floor to secure sets without prior consent of the Technical Manager or nominee.
- bb) The Client must not use any materials (paint, adhesives, acids etc) in the theatre which may damage the fittings or fixtures, including any acetone base paint.
- cc) The Client must adhere to the Theatre's child protection policy and ensure that all reasonable measures practicable are taken to ensure the health, safety and welfare of any child participants or audience members. If The Client's activities involve children under 18, it is incumbent upon The Client to familiarise all of their agents with the venue child protection policy, a copy of which is available on the Theatre's website at www.tintean.ie. The appropriate ratio of children to minders should be discussed and agreed upon between the venue and The Client before occupancy. The Tinteán Theatre requests that a minimum of one adult supervisor must be present for every ten children. These supervisors must be in addition to any adult performers.