
RE: MATILDA - November 2018

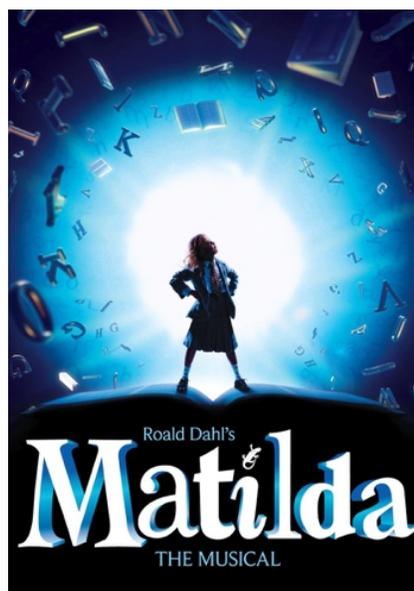
Dear _____:

Forest Hills Public Schools is happy to make the sets/props package for MATILDA available for your _____ run. Please look this contract over carefully and do let me know if anything is amiss.

For pick up, you will take the show directly from our Fine Arts facility at 600 Forest Hill Ave, Grand Rapids, MI 49546. At the end of your run, the package will return directly to the same facility. As is always the case, your organization is responsible for all shipping arrangements and costs to and from Grand Rapids, MI.

MATILDA travels in (1) 53' air ride trailer. The trailer must be equipped with e-channel logistics that should also include not less than 18 heavy-duty ratchet straps, not more than 50 packing blankets, and four load bars per trailer. Set must be unloaded at a truck dock, cannot be unloaded at a ramp or with fork.

Forest Hills Public Schools Theatrical Manager, Jeremy Cox, will continue to send you technical information either by e-mail or drop box. The Technical Director accompanying the show on this occasion will be Jeremy Cox. If you have specific questions concerning the load in or operation of any specific item, please do not hesitate to contact him by e-mail: jcox@fhps.net, 616-292-7991 cell. Again, thanks for your interest in working with us, and don't hesitate to call or email if you have additional questions.



1. RENTAL PERIOD- DEPOSIT FEES/ROYALTY FEE/TD FEES/WAREHOUSE FEE:

- A. RENTAL: _____ (hereinafter referred to as Lessee) agrees to pay the overall sum of _____ dollars (_____) to FOREST HILLS PUBLIC SCHOOLS (hereinafter referred to as Lessor) in exchange for the use of set and property pieces pertaining to the production of MATILDA (inventories previously sent). The \$_____ represents the following:
1. RENTAL FEE: A rental fee of \$_____.
 2. DEPOSIT: A \$_____ security/damage deposit is required with the return of signed contract. From this deposit charges will be deducted if any damage is found beyond normal wear and tear that requires repair. All remaining dollars will be refunded to Lessee. (Invoice for deposit is attached. Final invoice for remaining charges will be sent once signed contract is received.)
- B. FH TECHNICAL DIRECTOR FEES: Technical Director's fees, estimated at \$2,000. Please refer to Item #3 for detailed breakdowns, NOT included in base price and will be billed separately. Please coordinate with TD.

2. SHIPPING/INSURANCE/TRANSPORTATION:

- A. MATILDA is a 1-truck show. Lessee agrees to pay for all costs of shipping said items from Grand Rapids, MI to _____.
- B. At the conclusion of the run, this Lessee is responsible for all shipping costs back to Grand Rapids. Lessee further agrees to present a certificate of insurance in the amount of \$1,000,000 to cover replacement of any items in the event of loss or damage. Such insurance will remain in effect from the time the items leave Grand Rapids until they have been safely returned to Grand Rapids. If any items are lost or permanently damaged, Lessee will pay full replacement costs.
- C. TRANSPORTATION: Items will be loaded out of Grand Rapids, MI, on or about _____ for load in in _____ no later than _____. The production is scheduled for performances running from _____ through _____. Rental dates represent a 4-week period of use.
- D. Items should be returned to Grand Rapids no later than _____

3. FOREST HILLS TECHNICAL DIRECTOR:

- A. A Technical Director (TD) from Forest Hills shall be required to attend all aspects of the load in/load out of the scenic items. TD will determine at load in if TD is required to return for load out. TD shall be responsible for said TD's travel arrangements to and from the venue, hotel rooms while at the venue and if necessary, a rental car for the duration of his days of participation. TD will bill LESSEE all travel expenses and rate separately from rental invoice. **Travel = flight/mileage, hotel, & car.**
- B. Estimated total of daily rate for TD is \$1000 flat fee. Estimated per diem travel expenses (flights, hotel, transportation) could equal up to \$1000+. These costs could total up to \$2,000, as listed in paragraph 1B above. (If additional days are required, daily rate of \$250 and per diem will be calculated accordingly). Billed Separately.
- C. TD shall act in an onsite supervisory, consulting position, and not as a member of the onsite work crew.

4. SCENIC-PROPERTY ALTERATIONS:

- A. Sets and props may NOT be altered without express written or verbal consent of the attending Forest Hills Public Schools Rentals TD.
- B. LESSEE shall be allowed to make minor carpentry repairs or paint fixes they deem necessary upon receipt of items from Forest Hills Public Schools warehouse or during the production run at performance venue.

5. INSPECTION/REFUND:

- A. Lessee agrees to inspect the items upon receipt. Lessee will give notice within forty-eight hours of any defect, or it will be assumed that Lessee has accepted the items in good condition and repair. Upon the items' return, Lessor will inspect to determine if they have suffered more than the expected wear and tear, and what additional charges, if any, need to be assessed.
- B. Deposit will be returned to Lessee within 90 days of items' safe return, less previously mentioned fees. All items will be returned to the Forest Hills Fine Arts Center, located at 600 Forest Hill Ave SE Grand Rapids, MI 49546

6. LIABILITY /DISCLAIMER:

- A. Lessee accepts the rented items in their "AS IS" condition. Lessor makes no express or implied warranties of any kind with respect to the rented items, including but not limited to, current condition, warranties of fitness for any particular purpose, and all such warranties are hereby expressly disclaimed by Lessor. This includes, and is not limited to, the use of any "flying" pieces, pyrotechnics, and any other item of scenery, property or clothing all of which are used by Lessee at Lessee's own discretion.

7. FORCE MAJEURE:

- A. Should LESSEE cancel this agreement due to force majeure, LESSOR shall refund to LESSEE all sums paid by LESSEE, less any reasonable, actual, unrecoverable costs incurred by LESSOR.
- B. Should difficulties with weather, airline flight cancellations, or any other legitimate condition beyond either party's control, prevent the TD from arriving on site, unused monies shall be refunded accordingly. However, if the TD is delayed or stranded during transit, all fees outlined in Section 3 still apply.

8. REMEDIES FOR BREACH:

- A. Should LESSEE cancel this agreement before load out of Package from LESSOR'S warehouse for any reason other than force majeure, or breach of this agreement by LESSEE, LESSOR shall retain as liquidated damages one-half the rental fee and shall refund to LESSEE all other sums paid and previously refunded.
- B. Should LESEE cancel this agreement at any time because of LESSOR'S breach, LESSOR shall refund to LESSEE all sums paid by LESSEE pursuant to this agreement.

9. OVERALL PAYMENT SUMMARY:

RENTAL:	\$ _____	(for the time period stated within)
DEPOSIT:	\$ _____	(fully refunded unless damage is found)
RENTAL TOTAL:	\$ _____	(all due prior to shipping)
TD FEE (rate)	\$1,000	
TD FEE (per diem)	\$Total travel expenses- TBD	TD Fees billed separately from rental
TD TOTAL:	\$1000 + total travel expenses	Travel = flight/mileage, hotel, car

10. SIGNATURES:

This agreement shall be construed to be in accordance with, and governed by, the laws of the state of Michigan. The initials at the bottom of page one and signatures of both parties here below signify mutual agreement to all terms herein.

For _____

For Forest Hills Public Schools

Dave Howard
dhoward@fhps.net

Cc: Jeremy Cox, FHPS TD, jcox@fhps.net 616-292-7991