



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the FACILITY RENTAL AGREEMENT with BREVO THEATRE, INC. for RENTAL OF BAILEY HALL and breakout rooms. Fiscal Impact: Revenue \$3,000.00**

**Presenter(s):** Deborah Czubkowski, Vice President, Facilities Management

**What is the purpose of this contract and why is it needed?** Facility rental agreement

**What procurement process or bid waiver was used and why?** Not Applicable

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
Not Applicable

**What fund, cost center and line item(s) were used?** Not Applicable

**Has Broward College used this vendor before for these products or services?** Not Applicable

**Was the product or service acceptable in the past?** Not Applicable

**Was there a return on investment anticipated when entering this contract?** Revenue Generating

**Was that return on investment not met, met, or exceeded and how?** Not Applicable

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Not Applicable

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

### FISCAL IMPACT:

Description: Revenue Generating \$3,000.00

**Donald Astrab**

Donald Astrab, VP, Academic Operations, Analytics, & Comm

7/30/2024

**Jo Anderson**

Jo Anderson

8/6/2024


APPROVAL PATH: 12284 Brevo Theatre Inc. (rental agreement)

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

| Stage | Reviewer                           | Description                        | Due Date          | Status  |  |
|-------|------------------------------------|------------------------------------|-------------------|---|---|
| 1     | Deborah Czubkowski                 | VP, Facilities Management          |                   |  Completed |  |
| 2     | Donald Astrab                      | Chief Operating Officer            |                   |  Completed |  |
| 3     | Natalia Triana-Aristizabal         | Contracts Coordinator              |                   |  Completed |  |
| 4     | Jeffrey Nasse                      | Provost and SVP of Academic Affair |                   |  Completed |  |
| 5     | <b>Legal Services Review Group</b> | Review and Approval for Form and   |                   |  Completed |  |
| 6     | <b>Electronic Signature(s)</b>     | Signatures obtained via DocuSign b |                   |  Completed |  |
| 7     | Board Clerk                        | Agenda Preparation                 |                   |  Pending   |   |
| 8     | District Board of Trustees         | Meeting                            | 12/10/24 11:00 AM |  Pending   |   |



**FACILITY RENTAL AGREEMENT**

THIS FACILITY RENTAL AGREEMENT (“Agreement”) is made and entered into as of May 14, 2024 between The District Board of Trustees of Broward College, Florida (“College”) and Brevo Theatre Inc. whose telephone number is 661.547.281 and whose address is 3001 Northwest 4th Terrace, Pompano Beach, FL, 33064 (“Lessee”) (collectively, the “Parties”) under the following terms:

**1. Lease.**

For and in consideration of the rents and charges hereinafter provided, and the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, the College hereby leases to the Lessee the following facility on the campus of Broward College, as checked below (hereinafter “Facility”).

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Bailey Hall | <input type="checkbox"/> Omni Auditorium | <input type="checkbox"/> Performing Cultural Arts Theatre |
| A. Hugh Adams Central Campus                    | North Campus                             | Judson A. Samuels South Campus                            |
| 3501 S.W. Davie Road                            | 1000 Coconut Creek Blvd.                 | 7200 Pines Blvd.  |
| Davie, FL 33314                                 | Coconut Creek, FL 33066                  | Pembroke Pines, FL 33024                                  |
| (954) 201-6880                                  | (954) 201-2233                           | (954) 201-8243  |
| Fax (954) 201-6316                              | Fax (954) 201-2327                       | Fax (954) 201-8246  |

**2. Payments.**

Due to state auditor requirements, the College cannot extend credit; therefore, Lessee must return the signed Agreement, as well as Exhibit “A” attached hereto and incorporated herein as an integral part of this Agreement, and pay all rental fees in accordance with Exhibit “A” at least thirty (30) days prior to the event. The College reserves the right to add other charges as it deems appropriate. Non-profit organizations must present their IRS 501C status certification.

**3. Dates and Times.**

In consideration of the mutual agreements contained herein, the College hereby leases to Lessee, and Lessee hereby accepts the right to use and occupy the Facility during the date(s) and time frame(s) in accordance with Exhibit “A.”

**4. Use.**

The Lessee shall have the right to occupy and use the Facility for the Event as it is identified on Exhibit “A” and no other.

**5. Rental Fees.**

Lessee agrees to pay the rental fees, as determined by the College and in accordance with the rental and cost schedule applicable to the Facility, labeled Exhibit “A.” Exhibit “A” lists additional costs, information regarding the sale of tickets, concession, and other planning information related to the Facility.

**6. Deposit.**

Lessee agrees to pay a non-refundable reservation deposit in accordance with Exhibit “A” upon signing this Agreement. The deposit will be applied toward the rental costs. A deposit check shall be submitted with this signed Agreement as well as any other requirements in Exhibit “A.”

**7. Additional Fees.**

The aforementioned rental payment does not include any fee other than rental fees. Lessee may also incur additional fees, including but not limited to, fees associated with space, staff and/or rental equipment or services. The number and identity of persons and property to be used for each event shall be approved by the College. All event operating expenses shall be the responsibility of the Lessee. Additional fees are laid out in Exhibit "A."

**8. Ingress/Egress.**

All portions of the sidewalks, gates, doors, roadways, vestibules and all ways of access to public utilities and other areas of the Facility shall be kept unobstructed by the Lessee and shall not be used for any purpose other than ingress or egress to and from the premises by the Lessee.

**9. Concessions and Vending.**

The rights to all food and drink concessions are reserved by the College. If the College allows Lessee to make concession and/or merchandise sales, the College will be entitled to the specified percentage of gross sales by Lessee as indicated in Exhibit "A" as determined by the rental status. **THE SALE OR DISTRIBUTION OF ALCOHOL REQUIRES PERMISSION FROM THE COLLEGE IN ADVANCE OF SALE OR DISTRIBUTION.**

**10. Taxes.**

the College shall not be responsible for the payment of any taxes arising out of or in connection with the use of the premises by the Lessee. The Lessee shall be responsible and required to pay to the College an amount sufficient to discharge all taxes which may arise from or in connection with the Lessee's use of the premises upon demand.

**11. Security.**

All security and law enforcement shall be provided by the College.

- A. The College reserves the right to eject or remove persons from the Facility if they are engaging in objectionable behavior. Objectionable behavior shall be determined by the College.
- B. The College assumes no responsibility whatsoever for any property placed in or on the Colleges' premises, and the College is hereby expressly released and discharged from any and all liability for loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of the premises under this Agreement.
- C. At the discretion of the College, the Lessee may be required to provide security personnel at the Event.

**12. Abandoned Property.**

Unless special arrangements have been made between the College and Lessee, any property left in or on the premises by the Lessee shall be deemed abandoned and become property of the College to be disposed of or utilized at the College's discretion in no less than two days after the Event.

**13. Compliance.**

The College hereby reserves the right to control and manage the Facility and to enforce all necessary and proper rules for the management and operation of the Facility. The College shall have free access at all times to all space occupied by the Lessee. Lessee shall obtain all necessary permits and licenses for the Event. Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual property used on or incorporated in the Event. Lessee may not utilize the rented space(s) for any other purpose than the purpose stated in this Agreement.

**14. Assignment.**

Lessee shall not sublet any rented space(s), or in any way assign this Agreement or any rights hereunder to any other person or organization, unless the College and Lessee have agreed to such assignment in a writing signed

by the Parties.

**15. Interruptions or Termination of Event.**

The College shall retain the right to interrupt or terminate any event in the interest of public safety. If the College decides to evacuate the premises for public safety reasons, Lessee shall immediately obey the directions of the College.

The College will work with Lessee to reschedule the presentation of the Event without additional rental fees, providing such time does not interfere with other scheduled events. If it is not possible to complete the presentation of the Event, rental fees shall be forfeited, prorated, or adjusted at the discretion of Facility management, and Lessee hereby waives any claim for damages.

**16. College's Right to Lease Other Portions of the Facility.**

The College reserves the right to rent out other parts of the Facility building, at the same time that Lessee has rented Facility space. Lessee has no right to enter or use areas of the Facility other than those specific areas Lessee rented for the Event.

**17. Safety Provisions.**

Lessee shall not, without the written consent of the College, put up, operate, or use any candles, internal combustion engine or motor or machinery on the premises, or use explosives, burning fluids, or gasoline for either mechanical or other purposes. Any fire or fire effects must be preapproved in writing by the College. The College may require a demonstration at Lessee's expense. Lessee further agrees that all decorative material, including but not limited to floor covering, must be flameproof and that all matters involving safety must be brought to the attention of the College and will be resolved by the decision of the College. If Lessee uses explosives or pyrotechnics during the production of the Event, the Lessee is responsible for all licenses and/or permits. Proof of such licenses/permits must be provided to the College no later than two (2) weeks before the Event date. Any additional personnel required to be on the premises during Lessee's production, including but not limited to fire department personnel, shall be an expense charged to the Lessee in the final billing process.

**18. Intellectual Property Infringement Indemnification.**

Lessee agrees to indemnify, defend and hold harmless the College from any claims or costs, including legal fees, which arise or might arise from a claim of copyright or other intellectual property right infringement arising out of or related to the Event and any material used in the Event.

**19. Damage.**

Lessee shall be liable for all damage to buildings, fields, grounds and equipment incident to the Lessee's use of the Facility and such damage shall be determined in the College's sole discretion. Lessee agrees to pay for all damage to the Facility and to the College's property at the site (other than normal wear and tear).

**20. Modifications.**

Lessee shall make no temporary or permanent modifications to the Facility without the express written permission of the College.

**21. Insurance.**

For the rental of the Facility, Lessee shall purchase and maintain through the term of this Event, a Certificate of Insurance to protect Lessee from all claims of bodily injury, including accidental death, personal injury and property damage arising out of the Event. The comprehensive general liability insurance shall be in an amount of not less than \$1,000,000.00 unless agreed to in writing by the College and shall name the College as additional insured, as regards General Liability, in the name of "The District Board of Trustees of Broward College, FL." Sale and/or distribution of alcohol by Lessee or any of its vendors/suppliers/subcontractors will also require Lessee to have Liquor Liability insurance in an amount not less than \$1,000,000 unless agreed to in writing by

the College. A copy of the above insurance policy shall be delivered to the College upon the execution of the Agreement at Risk Management, 6400 NW 6 Way, Fort Lauderdale, FL 33309. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving the College five (5) days written notice. Lessee shall ensure that any of its vendor/suppliers/subcontractors are similarly insured.

**22. Services.**

The College agrees to furnish general lighting from the permanent fixtures, outlets, air conditioning, and water for normal usage as now installed in Facility. The Lessee hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system, or air conditioning, leading to or on the premises, when failure to supply the above is beyond the College's control.

**23. Force Majeure.**

Notwithstanding any provisions of this Agreement to the contrary, neither party shall be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances. The Parties shall determine whether they wish to continue under the terms of the Agreement after such circumstance(s) has subsided.

**24. Indemnification.**

Lessee shall indemnify and hold the College, its Board of Trustees, officers, employees, agents, and assigns harmless from and against all claims, liability, loss and expense including reasonable attorneys' fees and costs, and collection expenses incurred, from any claim, suit or proceeding arising out of Lessee's negligent, reckless, or willful misconduct, occurring from, relating to or arising out of the use of the Facility. This clause shall survive the termination of this Agreement.

**25. Safety Compliance.**

The Lessee shall use and occupy the premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and any other governmental authorities, as may be in force and effect at the time of the Event.

**26. Successors and Assigns.**

This Agreement and each of its terms and conditions shall be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, personal representatives, successors, and assigns.

**27. Advertising.**

Lessee shall not advertise any performance, nor shall the sale of tickets begin until Lessee has paid the required deposits, signed and returned the Agreement, and supplied the certificate of insurance and Lessee's appropriate tax documentation to the College.

**28. Ticketing.**

Lessee shall comply with all ticketing rules for the Facility as stated in Exhibit "A."

**29. Good Faith Refund to Public.**

The College as owner of premises has the right to maintain public faith in its good name. Therefore, the College retains the right to make ticket refunds for cause. Such cause shall include, but not be limited to, instances of Force Majeure, or Lessee's failure to show, or Lessee's failure go on stage within a reasonable time of schedule. If tickets must be refunded to the public, other than for instances of Force Majeure, the College shall retain the

full amount of the charges from Lessee, including all appropriate service charges for tickets.

**30. Cancellation.**

If Lessee desires to cancel this Agreement, Lessee must provide written notice of cancellation at least 90 days prior to the Event in order to receive a full refund of all monies paid. If written cancellation is made less than 90 days, but at least 30 days prior to the Event, the College will refund 50% of all monies paid to the College. If the College receives notice of cancellation from Lessee less than 30 days prior to the Event, all monies paid by Lessee will be forfeited.

**31. Termination for Default.**

Should Lessee fail to perform as set forth in this Agreement, the College shall have the right to immediately terminate the Agreement for default. Upon such termination, the College shall have the right to Lessee's full rent and expenses as liquidated damages. Liquidated damages are assessed because the College cannot determine exactly how much money it would have made by renting the Facility to another party. The College and Lessee agree that the liquidated damages are not a penalty. Lessee agrees to promptly remove at Lessee's expense all of its property from the Facility. This paragraph shall survive the expiration or termination of the Agreement.

**32. Non-discrimination.**

Lessee shall comply with all State, Federal and Local laws regarding free and open access to the Facility and there shall be no discrimination based on race, color, religion, disability, veteran status, gender, national origin, marital status, sexual orientation or any other basis prohibited by law.

**33. Independent Contractors.**

Lessee and the College are independent contractors and nothing in this Agreement shall be interpreted to establish any employment relationship between the parties and their respective employees, agents, subcontractors, or assigns during or after the term of this Agreement.

**34. Entire Agreement.**

This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and no other prior written or oral statements or agreements are valid for any reason.

**35. Amendment.**

This Agreement may be changed only by written amendment duly executed by the College and Lessee.

**36. Law and Venue.**

The place of this Agreement, and its forum, is Broward County, Florida. Therefore, all legal disputes whether in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement shall be determined using Florida law and shall be brought only in Broward County, Florida.

**37. Audit.**

Lessee shall maintain all records, books and documents pertinent to the performance of this Lease in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Agreement. Records relating to any legal disputes arising from performance under this Agreement shall be made available to the College until final disposition of the legal dispute. If the audit reveals that Lessee owes the College any funds, Lessee shall pay for the audit and return all funds to the College immediately.

**38. Public Records.**

The Lessee shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Lessee assert any exemptions to the requirements of Chapter 119 and

related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Lessee and Lessee shall bear all costs and fees related to the same.

**39. Notices.**

All notices by either Party to the other shall be in writing, delivered personally, electronically, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally and addressed as follows:

|  |  |
|--|--|
| To College:                            | To Lessee:                                     |
| Contact: <u>Terence Kirchgessner</u>   | Contact: <u>Zaylin Yates</u>                   |
| Address: <u>3501 Davie Road</u>        | Address: <u>PO Box 667002</u>                  |
| City/State/Zip: <u>Davie, FL 33314</u> | City/State/Zip: <u>Pompano Beach, FL 33066</u> |
| Phone: <u>9542016926</u>               | Phone: <u>6615472815</u>                       |
| Email: <u>tkirchge@broward.edu</u>     | Email: <u>zyates@brevotheatre.org</u>          |

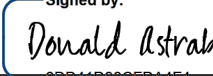
**40. Additional Terms and Conditions.**

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "B."

|         |        |
|---------|--------|
| _____   | _____  |
| College | Lessee |

In executing this Agreement, each of the Parties represents and warrants that they are authorized by their respective principals to enter into this Agreement and to give it binding legal effect. The Parties to this Agreement accept these terms through their respective representatives on the date noted above.

**COLLEGE**

Signed by:  


Signature

Donald Astrab

Name

Interim President

Title

**LESSEE**



Signature

Zaylin Yates

Name

Founding Managing Director

Title





**FACILITY RENTAL AGREEMENT  
EXHIBIT "A"**

**BAILEY HALL**

|  | NON-PROFIT ORGANIZATIONS | FOR PROFIT ORGANIZATIONS |
|--|--------------------------|--------------------------|
| Half Day (0 – 4 hrs.)<br>Monday - Thursday | \$1,600.00               | \$2,400.00*              |
| Half Day (0 – 4 hrs.)<br>Friday - Sunday   | \$2,000.00               | \$2,800.00*              |
| Full Day (5+ hrs.)<br>Monday - Thursday    | \$2,000.00               | \$2,900.00*              |
| Full Day (5+ hrs.)<br>Friday - Sunday      | \$2500.00                | \$3,400.00*              |
| Reservation Deposit<br>Non-refundable      | \$300.00                 | \$500.00                 |

\*\* Plus applicable sales taxes

Included in base rental: Two Tables, Theatre, Lobby, Green Room (\$350.00 Restore charge will be added for use of Green Room)

**PERSONNEL**

|   |              |                       |
|---|--------------|-----------------------|
| Technical Director/Lighting Technician  | \$25.00/hour | Overtime \$37.50/hour |
| Production Coordinator  | \$25.00/hour | Overtime \$37.50/hour |
| Audio Technician  | \$21.00/hour | Overtime \$31.50/hour |
| Head Rail Person  | \$21.00/hour | Overtime \$31.50/hour |
| House Manager   | \$20.00/hour | Overtime \$30.00/hour |
| Stage Technician  | \$16.00/hour | Overtime \$24.00/hour |
| Head Usher  | \$16.00/hour | Overtime \$24.00/hour |
| Usher   | \$12.00/hour | Overtime \$18.00/hour |
| Box Office  | \$12.00/hour | Overtime \$18.00/hour |
| Double time may be applicable in special circumstances. See Time and Crew Calls for details |              |                       |
| Required minimum staff determined by Bailey Hall Technical Director                         |              |                       |

**ADDITIONAL FEES**

|   |   |
|---|---|
| Curren Room - Room 207, used as green room                | \$350.00/day  |
| Lower Lobby – (Max. Capacity 380)                         | \$300/day/event   |
| Grand Foyer - 214/215 (Max. Capacity 360)                 | \$300/day/event   |
| Additional space for dressing rooms                       | \$250.00/three hour period/room                                 |
| Storage   | \$50.00/day   |
| Pipe and Drape  | \$50/section (Each section is 8'H x 10'W)                       |
| Wireless/wired microphone package                         | \$250.00/day  |
| Moving Lights Package                                     | \$350.00/day  |
| Steinway Concert Grand Piano                              | \$500.00/event with tuning                                      |
| Baldwin Piano   | \$250/event with tuning   |
| Tables (in excess of 2)                                   | \$15.00/table   |
| Decorative plants   | \$150.00/one-time fee per event                                 |
| Marley Dance Floor  | \$150.00/day<br>\$450.00/week (three days or more)              |
| Gaff Tape   | \$15.00/roll  |
| Follow Spot   | \$250.00/day  |
| Boom Lights   | \$50.00/unit/day  |
| Moving Lights   | \$50.00/unit/day  |
| Light Gel   | \$6.50/sheet  |
| Hazers  | \$75.00/unit/day  |
| Projection Services                                       | \$250.00/day  |
| Wireless Mouse Clicker                                    | \$50.00/day   |
| Custodial (6 hour minimum required)                       | \$20.51/person/hour   |
| Security Officer (minimum one per event - 4 hour minimum) | \$29.00/hour  |
| Police Detail (4 hour minimum)                            | \$55.00/hr./officer***  |
| Merchandise Sales   | 20% of gross sales (for profit) 15% of gross sales (non-profit) |

**\*\*\*surcharges will be included for holidays**

## **SETTLING OUTSTANDING COSTS**

Additional costs may be owed by Lessee to the College for additional services provided. Such additional costs shall be due and payable within twenty-one (21) days following the date of the Event. If the event rental fees and expenses exceed the actual fees and costs incurred by the College, the College will refund the balance to Lessee within twenty-one (21) days of the Event.

## **FACILITY INFORMATION**

### **THE THEATRE**

Bailey Concert Hall has a standard seating capacity of 1065 with wheelchair seating. The seating is American style (three sections with two aisles) with 765 seats at orchestra level and 300 seats in the balcony. Twelve orchestra level wheelchair spaces have adjacent companion seats. Seating on the orchestra level (2nd floor) and balcony (3rd floor) is accessible by the Grand Staircase and two elevators located on the east side of the building. The Hall reserves the right to operate concessions at every event.

### **STAGE DIMENSIONS**

The stage floor itself is 110' across and 55' deep. The height of the hard proscenium is 25'. The apron of the stage is a hydraulic lift that stops at intermediate levels to accommodate pit orchestra. The lift surface is 11' across at center, tapering off to 7'6" at either end. It is 58' wide. The distance from the upstage edge of the apron to the main drape is 4'. The distance from the main drop to the rear wall is 40'. Access to the scene shop and loading dock elevator is stage right. The fly rail is stage left. Access to dressing rooms is upstage left.

### **THE FOLLOWING SPACES MAY BE NEGOTIATED IF AVAILABLE:**

#### **DRESSING ROOMS (MUST BE SPECIFIED IN CONTRACT)**

There are 4 dressing rooms with toilet and shower facilities: 2 chorus rooms and 2 star rooms on the floor below stage level. At stage level, there is one (1) small dressing room without lavatory facilities in the stage left hallway. This room is located near restrooms. These dressing rooms are free of charge if they are available. For an additional charge, there are several rooms; also located below stage level, which can be used if available. See Bailey Hall Rates for applicable fees.

## **WARDROBE ROOM (MUST BE SPECIFIED IN CONTRACT)**

There is a room suitable for use as a Wardrobe Room located below the stage in the dressing room hallway. The wardrobe room is free of charge if it is available.

## **CURREN ROOM**

The Curren Room is a 28' x 32' reception area and is permanently furnished with couches, chairs, tables and area rugs. This room is used as a Green Room and is included in the rental rate. There is a \$350.00 restore fee that will be charged when this room is used. It is available for receptions for an additional fee, contingent on availability. This area is equipped with a sink, dishwasher, small refrigerator and stove. See Bailey Hall Rates for applicable fees.

## **TECHNICAL INFORMATION**

**CONTACT THE TECHNICAL DIRECTOR AT LEAST 45 DAYS PRIOR TO YOUR EVENT. GENERAL RULES**

- A. Complete technical information for Lessee event(s) must be provided at least four (4) weeks in advance of the Event. Lessee is required to obtain technical rider information from the Artists and relay this information to theatre management. Please note: conventional lighting equipment, microphones, chairs, music stands, and miscellaneous equipment may be used at no charge; if available, except for items with fees described in this Exhibit "A". The Lessee should consult with the Technical Staff as to the latest list of available equipment. All other extra equipment shall be the responsibility and costs of the Lessee.
- B. The minimum Technical House Crew is determined by the Technical Director and required to be present at all rehearsals, performances, load-ins, load-outs and strikes. Please note that all labor calls shall be a minimum of four (4) hours. After eight (8) hours, 1.5 time shall be charged. Lessee recognizes that holidays are subject to double time charges, and other conditions as described in this Exhibit "A."
- C. Any open rehearsal attended by more than 25 non-production personnel will be considered a performance. An additional House Manager, responsible to the Theatre Manager, is required to be present and an hourly charge will be incurred in the final billing to provide adequate staffing for the rehearsal.
- D. For all programs lasting one hour or more, excepting religious services or other engagements specifically excluded with the prior written consent of the College, an intermission of not less than fifteen (15) minutes will be held. In the event that a performance is given without such intermission (by Lessee's failure to notify Theatre Management) Lessee shall reimburse the College including loss of concession profits and concessionaire's wages, as determined by Theatre Management.

## **PRE-PLANNING**

Write down the program order of your production. Note who will be on-stage and their activities. From this note, the Production Staff will be able to determine your specific needs. If you do not have a member of your show to call cues, you must supply our Production Staff with a script/score with all cues clearly noted. You must have a designated decision-maker available backstage at load-in and rehearsal to solve any last minute questions and/or problems. Please note: We will do our best to accommodate any changes requested by Lessee, but the College may be unable to accommodate changes requested within the last 30 days prior to the Event.

## **TIMES AND CREW CALLS**

Remember that load-in, set-up and load-out must be considered in addition to your actual show time. For each production, we must set the stage: curtains, lighting, sound, cue calls, etc. The technical director will determine appropriate staffing for technical crew call. The Technical Director will set the size of the crew and call times after consulting with your production personnel. The Technical Director will approve front of house staffing 2 weeks prior to the event. **REMEMBER:** Labor charges begin with the set load-in time, not when you arrive, and continue through the restore after your performance. Labor charges for each rental day are continuous and are a minimum of four hours. After eight hours, 1.5 times the hourly rate shall be charged. After sixteen hours and on holidays, two (2) times the hourly rate shall be charged. If there are not eight (8) hours between successive calls,

then overtime rates apply. Breaks for the staff are required and will be given for each Event. If your Event does not allow for pauses, additional staff will be required. Freight elevator and shop usage require close coordination with the Production Staff and may require additional staff.

If anyone enters or exits the house during a rehearsal or in association with a performance, the House Managers and Ushers must be present. There must not be more than 25 non-production personnel in the house during a closed rehearsal. Open rehearsals will be considered performances, with associated staffing and facility fees.

### **PERFORMING AREA**

Standard playing area is 48' x 27' from the front curtain to the backdrop. The width can be no less than 40' and no wider than 60'. The depth can be adjusted. Bailey Hall has a hydraulic lift apron in front of the main curtain.

### **HYDRAULIC LIFT APRON**

We will not operate the pit lift during a performance. You must consult with the Technical Director regarding use of the hydraulic apron.

### **LIGHTING**

Bailey Hall has a complete compliment of conventional lighting equipment. Our standard house plot allows for two (2) color washes for a standard sized stage. We can also supply specials and three (3) color washes for a white scrim or backdrop. If you have a scale lighting plot, it must be submitted with all pertinent information four (4) weeks before load-in.

### **SOUND**

Acoustics in Bailey Hall is very good and amplification is not always necessary. General floor microphones can be placed along the curtain line. Individual microphones can be placed at specific points. Wireless microphones are available at an additional rental charge. Address your sound needs with the Technical Director, being sure to include all needed microphones, including offstage performers/announcers and monitors.

### **SCENERY**

List and describe any scenery or objects to be used in your presentation. You must notify the Technical Director regarding any flying scenery. All scenery must be stage ready and flameproof. You may be charged for labor and materials to make your scenery stage ready. The Technical Director can reject any scenery or props that are deemed unsafe and/or flammable.

### **EXTRAS**

Additional items such as plants, pianos, projectors, computers, screens are available for additional fees.

### **CUSTODIAL**

There is a six (6) hour minimum call for custodial service. The College contracts with an outside company. If additional service is necessary, additional fees will apply.

### **SECURITY**

There is a four (4) hour minimum call for security service. Security will be provided by one Davie Police officer and additional officers provided by a company contracted by Broward College.

### **SPECIAL NOTE**

No alcoholic beverages can be consumed on Broward College property, unless prior approvals have been obtained. These approvals take time and cannot be obtained at the last minute.

## **THE PRODUCTION STAFF**

Technical staff must be present at all calls. Performances require additional house staff. Each person covers his/her area of expertise to assist you in staging a high-quality event. The nature of theatre requires that some phases of productions needs more direct activity from different crew members at various times. The entire staff remains on duty at all times to assist other crew members and to be available to carry out duties, solve problems and undertake last minute needs in their specialty areas.

Additional stagehands may be needed as determined by the Technical Director to move and/or set-up scenery, run special equipment, coordinate performers and other duties.

Only Bailey Hall stagehands are allowed to operate and/or move equipment belonging to Bailey Hall, including but not limited to: hydraulic lift, fly rail, elevator, lighting equipment, sound equipment, stage equipment and control boards/panels. Also, note that the backstage freight elevator is not a passenger elevator and should be used exclusively for moving scenery and props.

## **TICKETING**

Bailey Hall does not currently employ box office staff. The number of tickets dispersed shall not exceed available capacity of the hall.

## **BAILEY HALL HOUSE NOTES**

**We request that these items are included in your program:**

1. Broward College is a smoke free campus hence Bailey Hall is a smoke-free facility. There is **NO SMOKING** allowed in the building or on the campus.
2. No food or drink is permitted in the theatre. Bottled water (in plastic bottles) is permitted into the theatre.
3. In the unlikely event of a fire, please locate the nearest exit. Follow the instructions of the Usher and walk to the exit. Do not use elevators. Patrons in wheelchairs exit through the orchestra lobby past the concession stand on to the patio.

Bailey Hall reserves the right to refuse service or to ask an individual to leave the premises whenever the management deems necessary without explanation.

**Event:** Brevo Theatre Rehearsals and Production  
**Event date:** Friday, July 26, 2024  
**Invoice No.:**  
**Organization:** Brevo Theatre Inc.  
**Address:** 3001 Northwest 4th Terrace, Pompano Beach, FL, 33064

**Total Due:** **\$3,000.00**

| Type   | Description | Cost       | Quantity     | Total             |
|--------|-------------|------------|--------------|-------------------|
| Rental | Flat Fee    | \$3,000.00 | 1            | \$ 3,000.00       |
|        |             |            | <b>Total</b> | <b>\$3,000.00</b> |

Facilities  
 Bailey Hall: July 22-25, 2024 (5pm - 10pm)  
 Performance: Friday, July 26, 2024 at 7:30pm (3pm – 10pm reservation)  
 4/109: June 24 - July 19, 2024 (Monday - Friday) - 5pm - 9pm  
 6/208: June 24 - July 19, 2024 (Monday - Friday) - 5pm - 9pm (when available)