

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A USE AGREEMENT BETWEEN THE TOWN AND THE WATERTOWER THEATRE, INC. FOR THE USE OF THE ADDISON THEATRE CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (“City Council”) has investigated and determined that it is in the best interest of the Town of Addison, Texas (“Town”) to utilize public property such as the Addison Theatre Center in an effective manner; and

WHEREAS, the City Council has further investigated and determined that it is beneficial to allow a reputable theatre company to use the Addison Theatre Center on an annual basis to achieve this goal; and

WHEREAS, WaterTower Theatre, Inc. is a reputable company who’s history demonstrates capability in the use of the Addison Theatre Center; and

WHEREAS, as a result, the City Council desires to enter into this Use Agreement, whereby the Town and Water TowerTheatre, Inc. may contractually agree on the terms and conditions of use of the Addison Theatre Center (“Use Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Use Agreement between the Town and WaterTower Theatre, Inc., a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of October, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT FOR THE USE OF THE ADDISON THEATRE CENTRE

THIS AGREEMENT is between the Town of Addison, a municipal corporation, of Dallas County, Texas (“TOWN”) and the WaterTower Theatre, Inc. (“WTT”), a Texas nonprofit corporation with its principal place of business at Addison Theatre Centre, Addison, Dallas County, Texas.

WHEREAS, the TOWN has as one of its purposes the establishment, maintenance, promotion, and operation of cultural facilities for the benefit of the public; and

WHEREAS, the TOWN has constructed a theatre (Theatre Centre) in the furtherance of such purposes; and

WHEREAS, the Theatre Centre is located upon real estate as shown in Exhibit A which is attached and made a part of this Agreement; and

WHEREAS, the TOWN and WTT intend that the Theatre Centre will provide office space together with access to rehearsal and performance space, as well as serve as an outstanding performance facility that will attract other prominent performing groups and individuals to Addison; and

WHEREAS, the TOWN and WTT desire to enter into an agreement whereby WTT would be a user of the Theatre Centre with scheduling rights as defined in this document;

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions set forth herein, the TOWN and WTT agree as follows:

SECTION 1

PURPOSE; THEATRE CENTRE DEFINED

(a) The purpose of this Agreement is to state the terms and conditions under which WTT will use and occupy the described portions of the Theatre Centre and to describe the responsibilities of the TOWN in the operation and management of the Theatre Centre.

(b) As used in this Agreement “Theatre Centre” means the structure shown in Exhibit A. The areas indicated in Exhibit A shaded in blue denote the areas that are accessible to the lessee of the main theatre space. “Administrative Offices” shall mean those certain offices located in the Theatre Centre designated by the City Manager of the TOWN (the “City Manager”) for use by WTT, solely for WTT’s administrative activities, and set out on the plans, as attached Exhibit A denoted in red, as such space may be increased on the reasonable request of WTT and with the reasonable approval of the TOWN.

(c) WTT, its employees, agents, patrons, and invitees shall have a nonexclusive license to use the common areas designated on Exhibit A attached hereto but such license shall at all times be subject to the exclusive control and management by the TOWN. WTT hereby

agrees to be bound by and to comply with such reasonable rules and regulations as the TOWN may establish with respect to the use of such common areas. The TOWN agrees to inform WTT in writing of such rules and regulations, and of any changes to such that might occur. The term “common areas” shall include but not be limited to parking area, walkways, green areas and landscaped areas. The TOWN understands that WTT may, from time to time, wish to utilize the “common areas” as a part of or for performances. WTT agrees to inform the TOWN as prescribed in Section 4(c) of this agreement of the intent to use such common areas for theatrical performances or for other events. The TOWN and WTT agree to cooperate with the other in the event that the “common areas” are used for theatrical performances or events related to the conference center or any other event sponsored by the TOWN.

SECTION 2

LEASE OF THEATRE CENTRE

The TOWN, upon the terms and conditions contained herein, agrees to allow WTT use of, in accordance with the use and occupancy provisions of this Agreement, those facilities and areas within the Theatre Centre that are needed from time to time for its various activities including but not limited to performances, rehearsals, auditions, meetings, administration, ticket and merchandise sales, library, dressing, storage, and such other activities as approved by the Conference and Theatre Centre General Manager (hereafter “Manager”), in writing, and as further set forth on the Theatre and Conference Center’s Master Booking Calendar. WTT shall furnish, in writing no later than May 1st of each year, schedules setting out all dates, times and spaces needed. Any modifications to the schedules shall be discussed with WTT with a firm calendar schedule in place by May 15th. Schedules may be updated from time to time upon prior written notice from WTT to the TOWN and the Town’s approval of such updated schedules. The TOWN agrees to provide written confirmation of WTT’s use of spaces, on the dates and times requested, if such spaces are available when requested.

SECTION 3

TERM AND TERMINATION

(a) The term of this Agreement is for a period beginning on the 1st day of October 2016, and continuing until September 30, 2021, unless the term is extended or earlier terminated, as provided herein.

(b) The TOWN may terminate this Agreement at any time if:

(i) WTT fails to make any payment required under this Agreement within ten (10) business days after written notification of delinquency of payment by the TOWN; or

(ii) WTT violates any other provision of this Agreement and fails to begin correction of the violation within twenty-five (25) days of written notification of the violation from the TOWN and fails to accomplish correction within a reasonable period thereafter; or

(iii) For any reason or no reason if the TOWN shall give WTT sixty (60) days written notice; or

(iv) WTT fails to comply with any term of the 2016-2021 Contract for Services between the Town of Addison and Water Tower Theatre Company within thirty (30) days after written notice of such failure to comply from the TOWN.

(c) WTT may terminate this Agreement by giving the City Manager written notice sixty (60) days or more in advance of the termination date.

(d) This Agreement may be renewed and extended for one (1) additional term of five years beginning October 1, 2021, and ending September 30, 2026 upon the express written consent of the TOWN and WTT, given within ninety (90) days of October 1, 2021.

SECTION 4

USE AND OCCUPANCY BY WTT

(a) *Office Areas.* During the term of this agreement, WTT has the use of the defined office space, as set out in Section 1(b) above and attached.

(b) *Schedule of Uses.* The proposed dates, times, and spaces requested by WTT in connection with shows or events to be produced by WTT during the term of this Agreement shall be provided to the TOWN within five (5) days of the execution of this Agreement, and if approved by the TOWN, shall be incorporated into this Agreement as Exhibit B for all purposes. All required spaces must be reserved by WTT in advance including but not limited to those portions of the Theatre Centre referred to as the Main Space, Studio Theatre, and Lobby for all events. This includes the use of space for staging purposes such as auditions. The sole exception to this requirement is the period of time that is one week following the September/October show and the July/August show. On these two shows only, a one week possible extension will be noted on the WTT calendar and held for the possibility of extension. If the extension occurs WTT will pay the normal rental fees as stated in Exhibit C, attached hereto and incorporated herein for all purposes. If the extension is not needed, no fee will be charged. WTT shall notify the Manager in writing no later than ninety days (90) prior to the show or event of their intent to use or release the space. The Manager shall review such dates, times, and spaces proposed in the WTT Schedule of Use and confirm the same, in writing, to WTT. WTT is hereby advised that spaces in the Theatre Centre are available on a "first come" basis and are confirmed by notice in writing from the Manager and receipt by the TOWN of the payment for the required fees. Once dates are confirmed, they may not be cancelled by WTT in the Main Space.

(c) *Box Office.* Box Office will be open and manned continuously during the following dates and times:

(i) During WTT Production/Presentation of Show Weeks:

Monday	Closed
Tuesday – Saturday	12:00 P.M. – 6:00 P.M.

Performance Days	One hour prior to each performance through the intermission of that performance
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(ii) During WTT Non-Production/Presentation of Show Weeks:

Saturday/Sunday/Monday	Closed
Tuesday – Friday	12:00 P.M.-6:00 P.M.

When WTT is producing or presenting an event, WTT must provide members of its staff to oversee the event from start to finish. A WTT representative must be on the premises throughout the duration of the event, including production days. Without in any way limiting any provision of this Agreement, in the event an emergency or urgent situation arises at or about the Theatre Centre while WTT is producing or presenting an event, WTT shall take such steps as are prudent and necessary to immediately respond to the emergency, including, without limitation, causing patrons at the Theatre Centre to vacate the premises and contacting the emergency services of the Town of Addison.

No performances may take place in the facilities during Town Sponsored special events. Limited use of the facilities MAY be granted at the Manager's discretion for rehearsals, builds and technical work. If permission is granted, a maximum of fifteen (15) parking passes will be issued to WTT allowing access to the Addison Airport parking area or other designated parking area at the TOWN's discretion.

During TOWN sponsored special events all dressing rooms will be available for use by the TOWN unless prior written authorization has been granted by the Manager.

It is expected that WTT will produce events, and, with the Town's express consent, present events.

Typically, "presenting" a show refers to an outside group bringing in a show or production to which WTT attaches its name. There is little risk involved but the return is often much lower and the presenter has little control over the product.

"Producing" a show implies that a theatre company takes the steps to create the show from the ground up. There is a larger amount of risk but the return and control of the product is much larger. [See Stephen Langley's *Theatre Management and Production in America* for general information.]

Presenting is subject to prior written approval by the TOWN. A copy of the proposed contract will be sent to the Manager prior to being forwarded to the potential presenter.

(d) *Food and Beverage.* Except as provided herein, food and beverages are prohibited within the Main Space and Studio Theatre spaces at the Theatre Centre. The sole exceptions will be bottled water with a lid that may be brought into the performance spaces at any time. However, no liquid may be stored or consumed in the vicinity of any electronic equipment. The secure covered "sippy cup" designed cups may be used by patrons during performances. WTT staff shall inspect the seating element for spills and clean immediately if found.

Food and beverage may be brought in the Main Space and Studio Theatre during special events such as the annual Gala fundraiser. A performance will not, however, constitute a special event. All food, food service items, beverages, beverage containers, catering supplies and trash must be removed from the spaces that evening immediately following the conclusion of the event. All spills, stains and other food and beverage messes shall be cleaned that evening. All catering equipment, including but not limited to, chafing dishes, plates, silverware, glassware and service pieces shall be cleaned and neatly stored or removed the night of the event. Failure to clean up in this manner will result in the Manager contacting the cleaning service to provide a full cleaning of the space. The resulting cleaning fee will be charged to WTT on the next regular monthly invoice.

Food and beverage are allowed in the Upstairs and Downstairs Lobby area for opening receptions and social gatherings. The proposed dates will be submitted by WTT and approved by the Manager if available. If food is donated for these events, WTT is responsible for a food donation Catering Fee of \$1.00 per attendee, not to exceed \$300 per event.

(e) *Use of Dressing Rooms.* When the main theatre space is rented, during a non-special event time, dressing rooms 1-4 will be included as part of that rental. If the Studio Theatre is rented to another group, dressing rooms 5 and 6 will be made available to the group in the Studio Theatre. If the Studio Theatre is not being rented by another group or not needed by the renting group dressing rooms 1-6 may be used by the renter of the main space.

(f) *Smoking in Productions.* Smoking or other use of any type of tobacco product is prohibited within the Theatre Centre. In the instances where smoking needs to be portrayed as part of a production, only smokeless prop, powder or water based “e-cigarettes” may be used.

(g) *ADA Compliance, Ticketing and Seating.* Ticketing and seating operations for all performances will be compliant with the Americans with Disabilities Act’s 2010 Revision Requirements, as amended, as required by the TOWN, and attached hereto as Exhibit D for all purposes.

(h) *Keys and Alarm Codes.* Interior and exterior keys and alarm codes will be provided by the Town for WTT employees, including full-time, part-time, and seasonal employees. Keys and alarm codes provided outside of the WTT employees described in the preceding sentence will be granted by the Manager on a case-by-case basis. All keys must be signed in and out, including contact information, a proposed four-digit code for the alarm, and signature agreeing to the terms and conditions for incoming and exiting WTT employees. WTT will be charged \$15.00 per alarm code change—addition or deletion—once the threshold of two (2) changes free of charge is surpassed. Lost keys by a WTT employee will incur a \$50.00 fee.

SECTION 5

USE AND OCCUPANCY BY THE TOWN

(a) *Scheduling Other Events.* Other than the dates and times when WTT has scheduled an event in accordance with Section 4, the TOWN has the unrestricted right to schedule other events in the Theatre Centre and utilize the scenery in place on such dates and

times. The TOWN and WTT agree to cooperate and assist the other in scheduling events in the Theatre Centre for dates not scheduled by WTT. However, such efforts by WTT are subject to the express terms of Section 20 of this Agreement, and WTT recognizes that only the TOWN has authority to book events. Any damage to the set resulting from an event booked into the Addison Theatre Centre (“ATC”) main space by the TOWN will be repaired at the TOWN’s expense.

(b) *Concessions.*

(i) WTT may sell concessions only during WTT performances and must comply with all Town of Addison Environmental Health Regulations. Alcoholic beverages may only be dispensed in compliance with the TABC (Texas Alcoholic Beverage Commission) rules and regulations. WTT shall have the right to use concession areas in connection with and at the time of WTT’s scheduled performances. WTT shall have no rights with respect to use of the concession areas or equipment, or other food and beverage service items belonging to or under the control of the TOWN at any other time. WTT will have access to the concession area for food and beverage storage and sale only on performance dates.

(ii) The TOWN shall not be liable to WTT, its employees, agents, patrons, or invitees for damages or otherwise for the quality, failure, unavailability, or disruption of any food or beverage or service thereof in connection with WTT performances.

(c) *Control of the Theatre Centre.* The TOWN retains the right to control the management of the Theatre Centre through its representatives, and to enforce all necessary rules for its management and operation, and the TOWN, through its police officers, fire fighters, and other designated representatives, reserves the right at any time to enter any portion of the Theatre Centre. For non-emergency purposes, the TOWN shall attempt to provide reasonable notice to WTT.

SECTION 6

RENTAL

(a) WTT shall pay to the TOWN rent for its use of the office areas and other areas as reserved by WTT, according to the schedule of fees and presentation set forth in Exhibit C, attached hereto and made a part hereof. Payments for rent shall be made each month based on the usage of the space that month. Usage will be determined and totaled by the number of days each space is used in a calendar month as noted in the Master Booking Calendar. Rental fees shall be due and payable on or before the 15th day of each month as payment for the immediately preceding month. The first such installment of rent is due and payable on or before November 15, 2016, and the last such installment is due and payable on or before October 15, 2021 (and the obligation of WTT to make the last installment shall survive the expiration of this Agreement). The TOWN further reserves the right to adjust the rates of the fees set out on Exhibit C from time to time in accordance with the rate increases and projections identified in Exhibit C, or as a result of changes in the costs associated with operating the facility, and as the TOWN deems necessary in its sole discretion. The TOWN shall invoice WTT for all dates, times and spaces reserved by WTT, including the fees for use of Office Spaces, as defined in Section 4(a).

(b) WTT agrees to pay the TOWN a monthly fee for telephone service based on WTT's usage. This fee will be charged for standard monthly service and long distance charges. In addition, any changes to the phone system requested by WTT will be charged back to WTT at the prevailing rate. A copy of WTT's monthly telephone usage will be made available to WTT upon issuance of the monthly invoice.

(c) WTT shall pay a rental fee on a monthly basis for the use of furniture and furnishings owned by the TOWN, a list of which is attached hereto and incorporated herein for all purposes as Exhibit E. This rental amount shall be included within the office rental fee described in subsection (a) of this Section. This list may be amended from time to time, and such amendment may result in a change in the rental fee. All items used by WTT will continue to be the sole property of the TOWN and, with at least sixty (60) days notice from the TOWN to WTT, shall be returned to the TOWN in the condition rented, with normal wear and tear.

(d) WTT shall have the use of the Boardroom for rehearsals, events and meetings. The monthly fee for the use of the Boardroom is included in Exhibit C. Periodically the TOWN staff may contact WTT to see if the Boardroom is available for the ACTC to rent to a client. If WTT confirms the space is available ACTC will book the room in their booking software. On the occasion the Boardroom is rented to another group, WTT shall clear the space of all WTT property for the duration of the event. The TOWN retains the right to the use of the lockable, corner closet located within the Board Room.

(e) The Studio Theatre shall be used for rehearsals and performances only related to shows that take place in the Studio Theatre. Rehearsal for Main Space shows will be in the Board Room.

(f) The rental rates and schedule of fees for the use of the Theatre by WTT are set forth in Exhibit C, and may be subject to change pursuant to market analysis or as the TOWN deems necessary and in its best interest.

SECTION 7

USE OF EQUIPMENT

The TOWN recognizes that there may be third party users of the Theatre Centre on behalf of WTT for the purposes of staging a theatrical performance and that they may request the use of TOWN-owned equipment. Any lease or other agreement with a third party user allowed to operate TOWN-owned equipment shall expressly provide that any damages to or loss of the equipment from a third party user shall be the responsibility of that third party, and deposits will be required in the discretion of the TOWN. Any damages to or loss of TOWN-owned equipment in the Theatre Centre during the conduct of WTT's performances, WTT Education Department programming or day-to-day use by WTT shall be the responsibility of WTT.

The cost of repair for any damage to any TOWN equipment from use of the equipment by WTT or replacement of any lost equipment shall be the sole responsibility of WTT and shall be subject to offset against any funding or grant obligations of the TOWN to WTT. The TOWN shall not be responsible for consequential damages resulting from inability to use the equipment.

WTT agrees that each person employed by WTT to provide services in the Theatre Centre will be required to conduct himself/herself in a professional manner, and WTT will cooperate with the TOWN to assure professional conduct is maintained at all times.

No equipment owned by the TOWN may be contracted or committed by WTT without the Manager's written approval. No services provided by Town employees may be contracted or committed by WTT without the Manager's written approval. In the event WTT is working in conjunction with an outside company as co-presenter or producer, a written list of equipment needed must be submitted to the Manager one month prior to WTT signing a contract with the outside company. No Town owned equipment shall be removed from the building.

SECTION 8

TOWN OF ADDISON THEATRE TECHNICAL SPECIALIST

The TOWN employs an individual in the role of Technical Specialist whose duties include protecting and maintaining the TOWN's investment in equipment and facilities at the Theatre Centre. In addition, the Technical Specialist shall provide services relating to the technical nature of the facility and the presentation. Details of the services provided by the Technical Specialist are available, in writing, from the Manager, upon request.

SECTION 9

UTILITIES

The TOWN shall provide for all water, air conditioning, heat, and electricity incurred in the Theatre Centre. WTT shall reimburse the Town for all costs associated with its telephone service based on its usage, including long distance. The TOWN shall not be liable to WTT in damages or otherwise for the quality, quantity, failure, availability, or disruption of water, air conditioning, heat, electricity, and other utilities furnished by the TOWN; provided that if WTT reasonably cancels any performance solely for and as the direct result of the TOWN's failure to provide any of the foregoing resources, and provided evidence of such cancellation by WTT and failure to provide such resources by the TOWN (which evidence shall be in form and content reasonably satisfactory to the TOWN) is promptly provided to the TOWN following such cancellation, WTT will have no obligation to pay the performance space rental fee amounts to the TOWN required pursuant to this Agreement in connection with the cancelled performance.

SECTION 10

MAINTENANCE SERVICES

(a) The TOWN shall provide:

(i) Routine janitorial service and maintain the interior of the Theatre Centre in a clean condition, by providing routine janitorial service one time per day as needed. WTT must leave the spaces in a reasonable condition following all productions/events, which includes but is not limited to: placing all lobby, green room and dressing room trash in garbage cans and walking the main space for playbills and trash left by patrons after every performance. The same

definition of routine janitorial service applies to educational camps. Any services above routine will be billed to WTT at the prevailing rate.

(ii) Maintenance of the heating, ventilation and cooling system in the Theatre Centre.

(iii) Maintenance of the Theatre Centre grounds and structure in reasonably good condition and in compliance with applicable laws.

(b) The TOWN shall not be liable for repairs to any portion of the Theatre Centre until it receives written notice pursuant to the operating policies and procedures in Section 6(a), of the necessity for such repairs and, provided further, that such repairs are not necessitated by any act or omission of WTT, or any of WTT's agents, employees, contractors, invitees or patrons.

(c) WTT shall not cause or permit any waste, damage, or injury to the Theatre Centre. WTT shall, at its sole cost and expense, repair any damage or injury caused to the Theatre Centre by WTT, its employee's agents, invitees or patrons.

(d) WTT shall store its property and the personal property of the TOWN in a neat and orderly manner, and its operations in the Theatre Centre shall be carried out in accordance with the highest professional standards.

(e) WTT shall not store or maintain flammable or hazardous materials in the Theatre Centre in violation of the Fire Code or other applicable laws and codes.

(f) In the event the obligations of WTT set out in Sections (d) and (e), above, are not carried out in a timely manner, then the Town has the right, but not the obligation, to satisfy such requirements at the cost of WTT.

SECTION 11

OWNERSHIP OF PROPERTY

(a) The Theatre Centre and all improvements to the Theatre Centre are the property of the TOWN. All personal property owned by the TOWN and placed in the Theatre Centre remains the property of the TOWN.

(b) All personal property owned by WTT and placed in the Theatre Centre remains the property of WTT.

(c) All personal property owned by a sublessee, contractor or concessionaire of the TOWN and placed in the Theatre Centre remains the property of the sublessee, contractor or concessionaire, respectively, unless otherwise provided in the sublease, concession contract, or contractor's contract.

(d) On or before July 1 of each year, during the existence or continuation of this agreement, WTT shall furnish to the TOWN a listing of all of the personal property of WTT located in the Theatre Centre.

(e) WTT shall not allow or permit any of the personal property of the TOWN to be loaned for use or operation by any third parties.

SECTION 13

ACKNOWLEDGEMENTS IN PRINTED MATERIALS

WTT agrees to prominently acknowledge the TOWN for its support of WTT in all appropriate printed materials. All public references to WTT will be characterized as “WTT at the Addison Theatre Centre” or some derivative of that indicating the WTT is at the ATC.

SECTION 14

INSURANCE

(a) WTT shall procure, pay for, and maintain the following insurance written by companies licensed in the State of Texas or meeting the surplus lines requirements of Texas law and acceptable to the City Manager. The insurance shall be evidenced by delivery of executed certificates of insurance and certified copies of the policies to the Manager, along with all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement. The City Manager reserves the right to modify the kinds of coverage and deductibles required and increase minimum limits of liability of the coverage whenever, in his discretion, it becomes necessary. Should such a modification be made by the TOWN, the TOWN will provide WTT written notice and thirty (30) days to make the necessary modifications (or such longer period of time as WTT may require to make the necessary modifications, provided WTT shall at all times pursue such modifications with all due diligence and continuity).

(i) *Workers' Compensation* as required by law; *Employers Liability Insurance* of not less than \$100,000 for each accident.

(ii) *Commercial General Liability Insurance*, including Personal Injury Liability, Independent Contractor's Liability, Premises Operation Liability, and Contractual Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, with limits of liability for bodily injury, death, and property damage of not less than \$1,000,000. Coverage must be on an “occurrence” basis, and the policy must include Broad Form Property Damage Coverage, with Fire and Extended Coverage Liability of not less than \$1,000,000 per occurrence.

(iii) *Comprehensive Automobile and Truck Liability Insurance* covering owned, hired and non-owned vehicles, with minimum limits of \$1,000,000, each occurrence, for bodily injury, death, and property damage, such insurance to include coverage for loading and unloading hazards.

(iv) \$2,000,000 combined single limits bodily injury and property damage liability insurance, including death, as an excess of all the primary coverages required above.

(b) Each liability insurance policy must include the following conditions by endorsement to the policy:

(i) The TOWN must be named as an additional insured.

(ii) Each policy must require that sixty (60) days before the cancellation, nonrenewal, or any material change in coverage, a notice thereof shall be given to the TOWN by certified mail to: City Manager, Town of Addison, Box 9010, Addison, TX 75001-9010.

(iii) Companies issuing the insurance policies shall have no recourse against the TOWN for payment of any premiums, assessments, or any deductibles, all of which are at the sole risk of WTT.

(iv) The Term "Town" or "Town of Addison" includes all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the TOWN and the individual members, employees and agents of the TOWN including the TOWN's Manager, while acting in their official capacities on behalf of the TOWN.

(v) The policy clause "Other Insurance" shall not apply to the TOWN where the TOWN is an additional named insured on the policy.

(c) Each party hereto hereby waives each and every claim which arises or may arise in its favor and against the other party hereto during the term of this lease or any extension or renewal thereof for any and all injuries (including death) and loss of, or damage to, any of its property which claim, loss or damage is covered by valid and collectible fire and extended coverage insurance policies, liability insurance policies, workers' compensation policies, and any other insurance policies which may be in place from time to time, to the extent that such claim, loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss, damage or injury (including death) to persons or to property. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees immediately to give each insurance company which has issued to its policies of fire and extended coverage insurance, liability insurance, workers' compensation insurance, or such other insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary to prevent the invalidation of said insurance coverages by reason of said waivers.

(d) WTT shall use best efforts for security precautions necessary for the protection of its property. The TOWN shall be liable for any damage to or loss of WTT property used or stored on, in, or about the Theatre Centre, arising from negligence of the TOWN or its agents.

(e) Insurance required under this section must be furnished annually for the duration of this Agreement. Executed certificates of insurance must also be delivered annually.

(f) To the extent reasonably obtainable, the TOWN will secure fire and extended coverage insurance on the Theatre Centre with coverages and limits to be determined by the TOWN to insure the Theatre Centre with coverages and limits to be determined by the TOWN. In the event all or any portion of the Theatre Centre is damaged or destroyed by fire or other casualty, the TOWN shall, at its cost and expense, limited to a maximum expenditure of the amount of insurance proceeds, if any, available to the TOWN by reason of such fire or other casualty, restore, repair, replace and rebuild the Theatre Centre as nearly as possible to its value, condition and character immediately prior to such damage or destruction. Coverage provided in this subsection shall be for the benefit of the TOWN and shall not protect WTT for loss or damage of property owned by WTT.

SECTION 15

ABATEMENT OF NUISANCES; TOWN SPECIAL EVENTS

WTT shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by WTT, its officers, agents, or employees, or invitees in or upon or connected with the Theatre Centre, and shall pay for the costs of compliance. The TOWN and WTT agree to cooperate with each other in the abatement of nuisances caused by noise associated with events scheduled in either the Conference or Theatre Centre. WTT hereby recognizes that the Town produces Special Events on scheduled dates through the year, which scheduled Special Events shall take priority over any other use, and notice of such Special Events will be made available to WTT (which notice may be made available by means or methods other than as set forth in Section 21 of this Agreement) at the earliest reasonable opportunity as determined by the TOWN.

SECTION 16

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

(a) To the extent reasonably necessary or desirable for WTT to use and occupy the Theatre Centre, upon prior written approval of the Manager, WTT may erect or install within the performance space any temporary alterations, additions, or equipment needed for a production which do not alter the structural integrity or basic configuration of the performance space. WTT must comply with all applicable governmental laws, statutes, ordinances, codes, and regulations regarding structures.

(b) All installations, alterations, additions and improvements made in, on, or to the Theatre Centre by WTT or the TOWN shall be deemed to be property of the TOWN and unless the TOWN directs otherwise, shall remain upon and be surrendered with the Theatre Centre as a part thereof in good order, condition and repair, ordinary wear and tear excepted, upon WTT's vacating or abandonment of the Theatre Centre. If the TOWN directs, WTT shall remove all or any portion of the improvements and WTT's property, on or immediately prior to the termination of WTT's right to possession. The Town may choose to reconfigure the theatre space at any time not reserved by WTT. The Town will return the seating to the previous configuration if requested by WTT.

SECTION 17

ASSUMPTION OF RESPONSIBILITY; INDEMNIFICATION

(a) WTT AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM (I) THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER, OR (II) THE OCCUPATION AND USE OF THE THEATRE CENTRE PURSUANT TO THIS AGREEMENT, BY WTT OR BY ANY OF ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, VOLUNTEERS, CUSTOMERS, AND CONCESSIONAIRES (IN THE CAPACITY AS OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR WTT), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) *INDEMNITY OWED BY WTT.* WTT COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY AND/OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE USE AND OCCUPANCY OF THE THEATRE CENTRE BY WTT OR BY ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR WTT (IN THE CAPACITY AS OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR WTT), OR ANY OTHER PERSON OR ENTITY FOR WHOM WTT IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AND CONCESSIONAIRES (COLLECTIVELY, "WTT PERSONS"), (2) REPRESENTATIONS OR WARRANTIES BY WTT UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY WTT OR BY ANY OF THE WTT PERSONS. SUCH INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OR GROSS

NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. HOWEVER, WTT'S LIABILITY UNDER THIS CLAUSE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (EXCLUDING DEFENSE FEES AND COSTS) EQUAL TO THE ADDISON PERSON OR ADDISON PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS. LIKewise WTT'S LIABILITY FOR ADDISON OR ANY OTHER ADDISON PERSON'S DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO THE ADDISON PERSON OR ADDISON PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS.

WTT SHALL PROMPTLY ADVISE THE TOWN IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR WTT RELATED TO OR ARISING OUT OF WTT'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT WTT'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING WTT OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

SECTION 18

BONDS

Unless waived in writing by the City Manager, WTT agrees to cause its contractors to provide, before commencing any work or construction in its designated areas, a performance bond and labor and material payment bond for any improvements the construction of which could result in a third party filing or seeking to file a lien against the Theatre Centre, which is undertaken by WTT during the term of this Agreement in a sum equal to the full amount of the construction contract award, with the TOWN and WTT named as joint obligees.

SECTION 19

NON-DISCRIMINATION

During the term of this agreement, WTT shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap. Should WTT violate the provisions of this section, or fail to comply with the requirements of the Americans with Disabilities Act, the TOWN may terminate this Agreement if WTT fails to correct the violations within sixty (60) days of written notice of the violation by the TOWN.

SECTION 20

AUDITS

WTT shall have its financial statements audited on an annual basis by an independent auditing firm of certified public accountants and shall submit a copy of the auditor's report for the preceding fiscal year with its proposed annual operating budget to the City Manager. The TOWN reserves the right to require a special audit of WTT's books and records at any time either by the City Manager or by an outside independent auditor if such action is determined necessary by the Town Council. The TOWN shall pay all expense of the independent auditor related to the special audit. WTT shall make available to the TOWN or its agents all necessary books, records and other documents necessary to perform such audit.

SECTION 21

ASSIGNMENT; NO THIRD-PARTY BENEFIT

WTT shall not assign this Agreement, in whole or in part, without the prior written consent of the TOWN, which consent is in the sole and unrestricted discretion of the TOWN. Assignment of this Agreement shall not relieve WTT of its obligations under this Agreement. Approval of the TOWN to one assignment shall not constitute approval to any other or further assignment of this Agreement. WTT shall not sublease or sublet or permit the Theatre Centre, or any part thereof to be used by others.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

SECTION 22

NOTICES

Any notice, payment, statement, or demand required or permitted to be given by either party to the other may be effected by personal delivery, actual receipt via regular mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section.

If intended for the TOWN, to:

Wesley S Pierson
City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

If intended for WTT, to:

Terry Martin
Producing Artistic Director
WaterTower Theatre, Inc.
15650 Addison Road
Addison, TX 75001

SECTION 23

APPROVALS

(a) Whenever in this Agreement the approval of the TOWN is required for any purpose, WTT shall file the appropriate documents with the Addison Conference and Theatre Centre (“ACTC”) Manager with notice of action proposed to be taken, and the ACTC Manager agrees to notify WTT of the TOWN’s approval or disapproval within 60 days of the filing thereof.

(b) Approval shall be by the City Council of the TOWN where required by the Charter of the Town. The City Manager may delegate approval authority to the facilities manager or his authorized representatives where permitted by the Charter of the Town or ordinances, and notify WTT of such delegation.

SECTION 24

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the TOWN and WTT and their respective successors and permitted assigns.

SECTION 25

APPLICABLE LAWS

This Agreement is made subject to the charter and ordinances of the TOWN, as amended, and all applicable laws and regulations of the State of Texas and the United States. The Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas without reference to the choice of laws rules of any jurisdiction.

SECTION 26

INTELLECTUAL PROPERTY AND COPYRIGHT INDEMNIFICATION

WTT ASSUMES FULL RESPONSIBILITY FOR COMPLYING WITH ALL UNITED STATES LAWS AND TREATY TERMS PERTAINING TO INTELLECTUAL PROPERTY ISSUES AND ANY APPLICABLE REGULATIONS, INCLUDING BUT NOT LIMITED TO THE ASSUMPTION OF ALL RESPONSIBILITIES FOR PAYING ALL ROYALTIES WHICH ARE DUE FOR THE USE OF DOMESTIC OR FOREIGN COPYRIGHTED WORKS IN WTT’S PERFORMANCES, TRANSMISSIONS OR BROADCASTS, AND WTT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS, FOR ANY CLAIMS OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY’S FEES) GROWING OUT OF WTT’S INFRINGEMENT OR VIOLATION OF ANY STATUTE, TREATY TERM OR REGULATION APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.

SECTION 27

NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement shall be deemed to constitute the TOWN and WTT as partners or joint venturers with each other.

SECTION 28

NO WAIVER

No waiver by the TOWN of any default or breach of any term, covenant, or condition of this Agreement by WTT shall be treated as a waiver of any subsequent default or breach of the same or any other term, covenant, or condition of this Agreement.

SECTION 29

FORCE MAJEURE

If the Theatre Centre or any portion of it shall be destroyed or damaged by fire or any other calamity so as to prevent the use of the premises for the purposes and during the periods specified in this Agreement, or the use of the Theatre Centre by WTT is prevented by act of God, strike or lockout against the TOWN, WTT or any third party, material or labor restrictions by any governmental authority, civil riot, flood or other cause beyond the control of the TOWN, then, depending on the extent of damage to the Theatre Centre, the TOWN shall notify WTT as soon as reasonably practical, that the parties shall be excused from performance of the Agreement for such period of time as is reasonably necessary to remedy the effects of the occurrence and, at the option of the TOWN, this Agreement shall terminate and the TOWN shall not be liable for any claim by WTT for damage or loss by reason of termination. If the performance of this agreement for the reasons identified above is prohibited for a period of one hundred eighty (180) days or longer, then WTT shall have the right to terminate.

SECTION 30

VENUE

The obligations of the parties under this Agreement are performable in Dallas County, Texas, and if legal action is necessary to enforce them, exclusive venue shall lie in Dallas County, Texas.

SECTION 31

LEGAL CONSTRUCTION

In the case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, it shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 32

SIGNAGE

WTT shall not place or permit to be placed on the exterior of the Theatre Centre, or the door, window or roof thereof, or on any display window space, or within five feet behind the storefront of the Theatre Centre, if visible from the common area, any sign, plaque, decoration, lettering, advertising matter or descriptive material without the TOWN's prior written approval. WTT may submit a written request for approval to project images and text onto the water tower. All signs, decorations, lettering, advertising matter or other items used by WTT and approved by the TOWN as aforesaid shall conform with the standards of design, motif, and decor from time to time established by the TOWN for the Theatre Centre. WTT shall furnish to the Manager of the Conference and Theatre Centre a written proposal describing any signage to be placed in the Theatre Centre. The Manager agrees to respond within fourteen (14) days in writing to the proposal.

SECTION 33

USE OF THE ROOF

WTT shall not attach to or construct on or penetrate the roof of the Theatre Centre without the prior written consent of the City Manager.

SECTION 34

SOVEREIGN IMMUNITY

The parties agree that the TOWN has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

EXECUTED _____, but effective as of October 1, 2016 as approved by the parties hereto.

TOWN OF ADDISON, TEXAS

WATERTOWER THEATRE, INC.

By: _____
Wesley S. Pierson, City Manager

By: _____
Greg Patterson, Managing Director

ATTEST:

ATTEST:

By: _____
Laura Bell, City Secretary

By: _____
Its: _____

**EXHIBIT A
ADDISON THEATRE CENTRE**

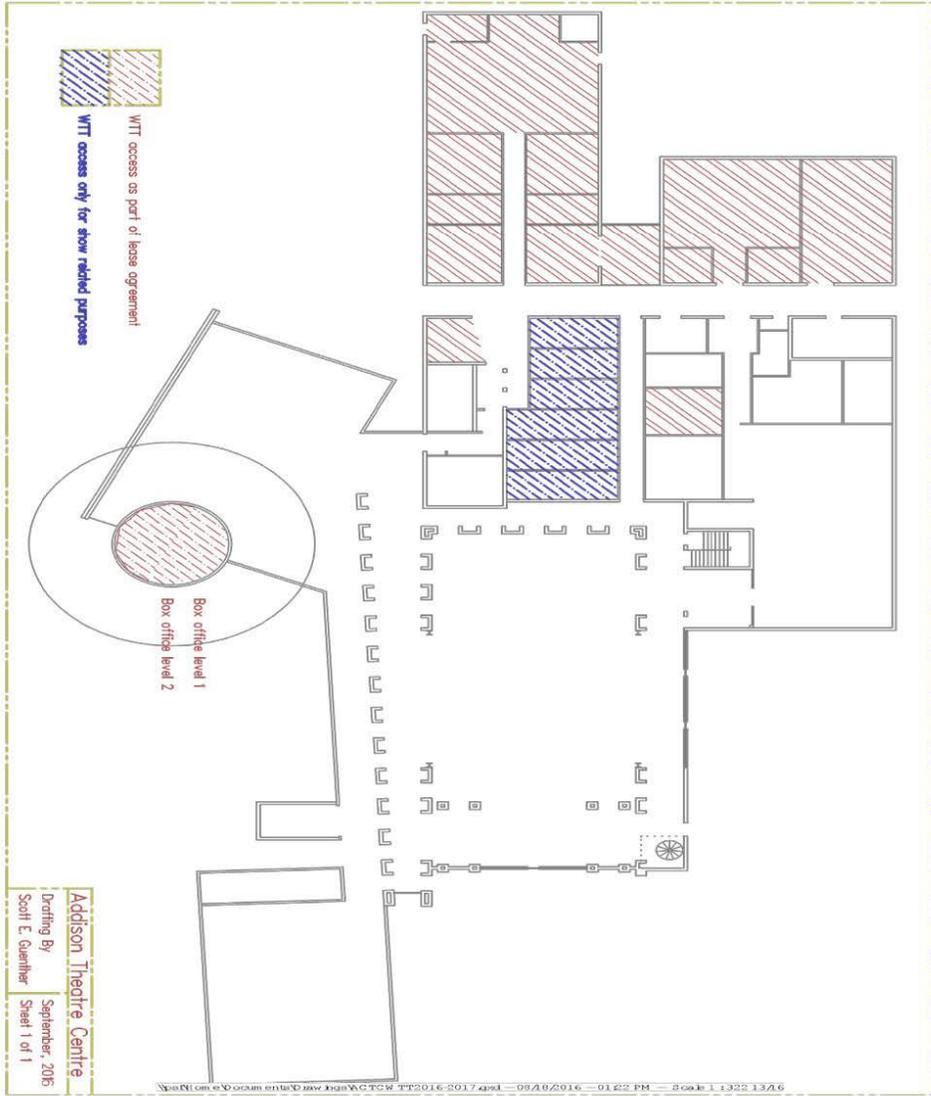


EXHIBIT B

[TO BE PROVIDED BY WTT WITHIN FIVE (5) DAYS OF EXECUTION]

EXHIBIT C

RATE SHEET FOR WTT

(Revised August, 2016)

Theatre rental rates include use of the Main Space or Studio Theatre with Shared Lobby, Dressing Rooms and Shared Green Room. All rental rates are for one entire day. Typical hours are 9am to 11pm but may be extended if necessary without additional charge unless a rental day extends into the following day.

OFFICE, BOX OFFICE, BOARDROOM AND FURNITURE RENTAL

\$1,200.00 per month

USE OF SPACE DEFINITION

Performance Day = Anytime an audience is in attendance, including preview and invited dress.

Production Day = Build, tech, rehearsal, strike, reconfigure space, education or any other use.

Dark Day = Any day the space is occupied by WTT scenery or equipment and cannot be rented.

*All Out of the Loop shows will be charged at WTT produced show rates.

MAIN SPACE

Performance of WTT Produced show	\$275.00
• Will increase to \$300 on Oct. 1, 2017	
Performance of WTT Presented show	\$650.00 (outside rental rate)
Production Day	\$150.00
• Will increase to \$175 on Oct. 1, 2018	
• Will increase to \$200 on Oct. 1, 2019	
Dark Day	\$100.00

STUDIO THEATRE

Performance of WTT Produced show	\$150.00
Performance of WTT Presented show	\$200.00 (outside rental rate)
Production Day	\$100.00
Dark Day	\$50.00

STONE COTTAGE

(Any category of event)

Per Day	\$100.00
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WaterTower Theatre FY17 Use Agreement

*September 29, 2016
City Council Agenda Meeting
Work Session*



Overview

FY17 Use Agreement Changes

- 5 Year Agreement with Renewal Option
- Show Extension Cancellation Policy
- ADA Policy & Compliance
- Alarm Code & Key Replacement Fees
- Studio Theatre Usage
- Future Expansion Partnership
- Rental Rate History and Proposed Increases



Rental Rate History

Category	FY98	FY06	FY15
Office (Monthly)	\$400	\$701	\$1200
Main Space Performance	\$200	\$200	\$275
Main Space Production	\$150	\$150	\$150
Main Space Dark Day	\$0	\$0	\$100
Studio Performance	\$75	\$75	\$150
Studio Production	\$75	\$75	\$100
Studio Dark Day	\$0	\$0	\$50
Stone Cottage	\$75	\$75	\$100



Rental Rate Increases

Agreement Year	Category Increased	Old Rate (Main - Studio)	New Rate (Main - Studio)	% Increase (Main - Studio)	Total
FY17 – Year 1	Presented Show	\$275 - \$150	\$650 - \$200	135% - 33%	NA
FY18 – Year 2	Main Space Performance	\$275	\$300	9%	\$2375
FY19 – Year 3	Main Space Production	\$150	\$175	16%	\$2750
FY20 – Year 4	Main Space Production	\$175	\$200	14%	\$2750
FY21 – Year 5	TBD	TBD	TBD	TBD	TBD



FY17 Revenue Projection

	WTT Show Rental Days	WTT Show Rental Revenue	WTT Office Rental Revenue	WTT - ATC Total Revenue	Outside Show Rental Days	Outside Show Rental Revenue	Total ATC Revenue To Date
FY16	306	\$74,325	\$20,953	\$95,278	67	\$14,905	\$110,183
FY17	265	\$54,775	\$20,953	\$75,728	173	\$33,725	\$109,453

- Subsequent years overall revenue will increase by approximately 3.4%
- Key Factors for FY17
 - Out of the Loop and Discovery removal has reduced WTT rent by \$19,550 in FY17
 - WTT has replaced Loop with Parade in Concert
 - Outside theatre rental has replaced WTT and will maintain overall revenue



Rental Increase Projections

Years 2-4 WTT show rental revenue is based on Year 1/FY17's number of show rental days.

	WTT Show Rental Days	WTT Show Rental Revenue	WTT Office Rental Revenue	WTT - ATC Total Revenue	Percentage Increase of Total Revenue
FY16 (Current)	306	\$74,325	\$20,953	\$95,278	NA
FY17 – Year 1	265	\$54,775	\$20,953	\$75,728	NA
FY18 – Year 2	265	\$57,150	\$20,953	\$78,103	3.1%
FY19 – Year 3	265	\$59,900	\$20,953	\$80,853	3.5%
FY20 – Year 4	265	\$62,650	\$20,953	\$83,853	3.6%
FY21 – Year 5	TBD	TBD	TBD	TBD	TBD



Questions?



FY16/17 Show Rental Comparison

FY16			
Event	Month	Days	Revenue
Creep	10-15	30	\$6,800.00
Sexy Laundry	11-15	29	\$5,200.00
Sexy Laundry	12-15	16	\$3,500.00
Lord of the Flies	1-16	28	\$6,675.00
Out of the Loop	2-16	29	\$9,825.00
Out of the Loop	3-16	25	\$6,175.00
The Big Meal	4-16	30	\$7,275.00
The Big Meal	5-16	31	\$6,800.00
Outside Mullingar	6-16	29	\$9,425.00
One Man, Two Guvnors	7-16	13	\$3,250.00
One Man, Two Guvnors	8-16	31	\$6,775.00
Community Cast Party	9-16	15	\$2,625.00
FY16 total revenue from shows		306	\$74,325.00

FY17			
Event	Month	Days	Revenue
Ring of Fire	10-16	31	\$6,975.00
Sister's Christmas	11-16	16	\$2,700.00
Sister's Christmas	12-16	28	\$5,600.00
Silent Sky	1-17	30	\$5,475.00
Silent Sky	2-17	16	\$3,400.00
Parade in Concert	3-17	13	\$2,675.00
Gospel According to Thomas	4-17	30	\$6,100.00
Gospel According to Thomas	5-17	26	\$4,575.00
Native Gardens	6-17	28	\$7,475.00
Sunday in the Park	7-17	21	\$3,800.00
Sunday in the Park	8-17	23	\$5,075.00
Community Cast Party	9-17	3	\$925.00
FY17 total revenue from shows		265	\$54,775.00



FY16/17 Show Rental Totals

FY16	Theatre	Days	%
WTT	Main Space	293	80%
	Studio	133	36%
Outside	Main Space	8	2%
	Studio	83	23%
Total	Main Space	301	82%
	Studio	216	59%
Non-Rent	SE and Holidays	20	6%
Maintenance		10	2%
Unrented	Main Space	34	10%
	Studio	119	33%

FY17	Theatre	Days	%
WTT	Main Space	265	72%
	Studio	22	6%
Outside	Main Space	4	1%
	Studio	173	53%
Total	Main Space	269	73%
	Studio	195	53%
Non-Rent	SE and Holidays	20	6%
Maintenance		10	2%
Available	Main Space	66	19%
	Studio	140	39%



FY17 Office Space

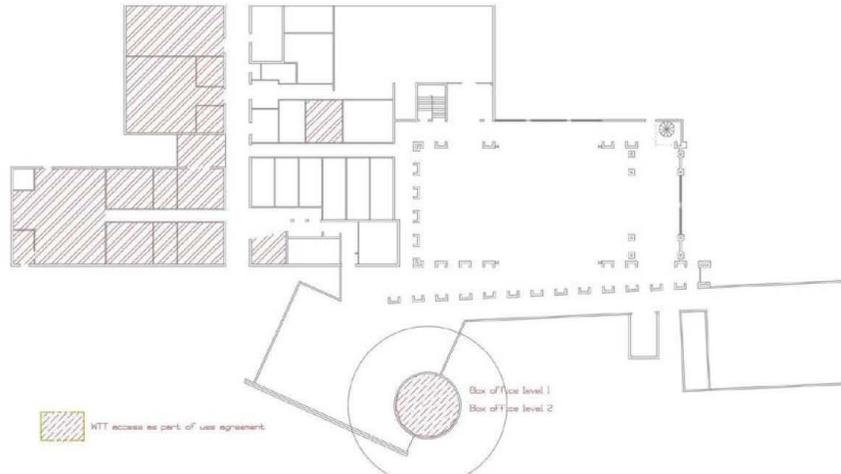


EXHIBIT D



EXHIBIT D

ADA Seating Policy

In the Main Stage Theatre, Row Q is specifically set aside for mobility impaired* patrons and their companions. Row Q can seat 5 wheelchairs with 5 companion seats next to them in accordance with ADA code. Additional wheelchair companions will be offered seating as close to Row Q as possible. All but one pair (a wheelchair space and a companion) of Row Q seats that have not been reserved will be released for general admission sales after the house has reached sold out. Sold out is defined as 95% of all seats occupied in the house. Anytime Row Q seats are sold to non-wheelchair patrons they will be informed that if a wheelchair patron should need that seat they will be relocated to a different seat within the theatre. The last wheelchair and companion pair may not be released to general admission sales until 15 minutes prior to curtain.

In the Studio Theatre there will be 8 seats (4 wheelchairs spaces and 4 companion seats) on the front row marked for mobility impaired* patrons, in accordance with ADA code. As the Studio Theatre is general admission, seats will not be put in the empty wheelchair space or be released to non-wheelchair patrons until all other seats have been filled or 15 minutes prior to curtain, whichever comes first.

In the Stone Cottage Theatre there will be 4 seats (2 wheelchairs spaces and 2 companion seats) on the front row marked for mobility impaired* patrons, in accordance with ADA code. As the Stone Cottage Theatre is general admission, seats will not be put in the empty wheelchair space or be released to non-wheelchair patrons until all other seats have been filled or 15 minutes prior to curtain, whichever comes first.

In the event patrons in the Main Stage Theatre purchase tickets online for seats in Row Q when one in their party is not mobility impaired, an immediate investigation will commence. The FOH Supervisor or House Manager on duty will find out the purchaser's name and ask how they purchased their tickets. If the tickets were transferred from a mobility impaired person, the investigation will come to a close. If the tickets were purchased online by a non-mobility impaired person, the patron will have committed a crime. The patron will be issued a verbal warning and moved to seats elsewhere in the theatre, if available. Any subsequent infractions by the patron will result in reporting the patron to the proper authorities and the patron's party will be moved to seats elsewhere in the theatre.

*Mobility Impaired, for the purposes of this policy, is defined as confined to a wheelchair or scooter. The patron may choose to transfer from a wheelchair into a seat provided. Those using walkers, canes and crutches are not considered mobility impaired.

Updated August 18, 2016

EXHIBIT E

WTT Inventory of Furniture Rental Items

These items are owned by the Town and rented to WTT on a monthly basis as outlined within the Use Agreement.

Library

- 66" yellow table
- Green chairs

Terry's Office

- Above desk hutch
- Rug

Greg's Office

- 2 pillows

Stage Manager Office

- Mirror

Receptionist Office

- Black Desk and above desk hutch