



Wharton Institute for the Performing Arts Event Rental Policies & Procedures

To submit a rental application, receive additional information on a venue,
or to check availability, please contact:

Susan Peterson

Director of Operations

Wharton Institute for the Performing Arts

susan.peterson@whartonarts.org

Performing Arts School
60 Locust Avenue
Berkeley Heights, NJ 07922
908-790-0700

New Jersey Youth Symphony Campus
570 Central Avenue
New Providence, NJ 07974
908-771-5544 x11
Fax: 907-771-9839

Definition of Terms

Sponsoring Organization:	The Sponsoring Organization is the group renting facility at Wharton Institute for the performing Arts (WIPA). The Sponsoring Organization is responsible for following the policies, regulations, and procedures contained herein, and passing along all pertinent information to staff, participants, performers, and audience members.
Performance:	A full run of the production with audience present, utilizing instruments, movement, and all technical elements. Complete venue, stage, and technical staffing are required.
Rehearsal:	Rehearsal of any or all of a production utilizing rehearsal space, without any audience, technical support, or stage management. Supervisory and stage management staffing is required.
Load-in:	Load-in comprises delivery and set-up of all stage equipment and venue arrangement that the Sponsoring Organization requires for their production
Strike:	Strike is the removal of all stage equipment and materials modified or added for a particular event or production. Please note that the Sponsoring Organization must remove all items and materials that they brought in at strike.
Multiple Date Reservation:	A reservation for two or more dates.
Single Date Reservation:	A reservation for no more than one performance.

Rental Application Procedures

All rentals of the Wharton Institute for the Performing Arts (hereinafter referred to as “WIPA”) are arranged through the Wharton Institute for the Performing Arts (WIPA) management listed on the front of this rental application agreement packet. Please contact the WIPA management to confirm availability for the date(s) or time(s) that you are requesting, prior to completing the rental application. Once you have confirmed the date(s) or time(s), please submit the completed application agreement and 50% of the basic rental fee, payable to the Wharton Institute for the Performing Arts. Submit to:

Susan Peterson
 Director of Operations
 Wharton Institute for the Performing Arts
 60 Locust Avenue
 Berkeley Heights, NJ 07922

Your reservation is not guaranteed until you are notified in writing that your rental application agreement and deposit have been accepted. All fees beyond the basic rental fees will be determined by the WIPA administration based on the Sponsoring Organization’s production needs prior to the finalization of the rental application agreement. Any changes made after the execution of this rental application agreement (including, but not limited to, change in start and end time, number of performers, change in technical needs or staffing requirements) must be approved by WIPA management in writing.

Sponsoring Organization must obtain its own liability insurance. Coverage must be a minimum of \$1,000,000 and the Wharton Institute for the Performing Arts must be named as an addition insured. Proof of liability insurance and final payment are due to WIPA no later than 15 days prior to the first rental day.

Refund/ “No Show” Policy

Should the Sponsoring Organization need to cancel a reservation, a refund of fees will be paid according to the following schedule, less any actual costs incurred by WIPA. No refund will be paid should WIPA lose a prospective renter due to the Sponsoring Organization’s booking.

Single Date Reservation Refund/ “No Show” Policy Schedule

More than 30 days notice	100% refund of rental fees
15 to 30 days notice	50% refund of rental fees
5 to 15 days notice	25% refund of rental fees
1 to 5 days notice	10% refund of rental fees
Day of notice	No refund. If Lessee named on the Rental Application does not arrive on time, WIPA staff will wait one hour before citing the Lessee as a “No Show” and cancel the event.

Multiple Date Reservation Refund/ “No Show” Policy Schedule

More than 45 days notice	100% refund of security deposit and rental fees
30 to 45 days notice	50% refund of security deposit and rental fees
5 to 30 days notice	25% refund of security deposit and rental fees
1 to 5 days notice	10% refund of security deposit and rental fees
Day of notice	No refund.

	If Lessee named on the Rental Application does not arrive on time, WIPA staff will wait one-hour before citing the Lessee as a “No Show” and cancel the event
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Policies/Rules and Regulations

- The person whose name is on the Rental Application Agreement as the representative of the Sponsoring Organization must be the first person in the door on the day of the event, and must remain on site throughout the entire event.
- WIPA is not responsible for any accidents, injury, illness or loss of group or individual property. Please remind all participants to take safety precautions.
- If there is an accident, injury, illness, theft or other incident, immediately notify onsite staff.
- Groups with minors (under 18) must provide supervisors at the ratio of 1 for every 15 minors. Supervisors are in addition to regular production staff. Adults who have other roles during the performance, including but not limited to stage management and ushers, may not serve as supervisors
- Access to the Library, Kitchen and offices of the WIPA Facilities is limited to authorized WIPA staff and authorized participants of the Sponsoring Organization. This access is limited to rehearsal rooms, studios, bathrooms and hallways surrounding the rehearsal spaces. Individuals requesting access to the WIPA Facilities without proper clearance from the Sponsoring Organization will be barred from entry. Arrangements for usage of non-rented areas should be made at least 48 hours prior to the event date with management.
- Make sure all of your participants are familiar with the exits. In an emergency, please listen for instructions from the WIPA staff.
- Use of open flame is strictly prohibited.
- All hallways and doorways must remain clear at all times during rehearsal and performance.
- A staff member from WIPA will conduct a pre and post-event facilities inspection with a designated representative from the Sponsoring Organization in order to determine any damage to the facilities or equipment within the duration of the rental agreement. The Sponsoring Organization is responsible for any cost associated with repair to or replacement of any facilities or equipment damaged within the duration of the rental or use agreement.
- Both the Performing Arts School and NJYS campuses are wheelchair accessible. Patrons requiring special accommodations should contact the WIPA management at least 48 hours prior to the event.
- No food, drink (except bottled water), cameras or recording devices are permitted in the WIPA Facilities without prior written consent from WIPA management. It is the responsibility of the Sponsoring Organization to communicate and enforce this to its performers, staff, and audience for both rehearsal and performance. The Sponsoring Organization will be solely responsible for removing all remaining food, drink and trash from the WIPA Facilities. Should additional cleanup be required, the Sponsoring Organization is responsible for any cost.
- To protect intellectual property and maintain safety and the enjoyment of the audience, presenters and performers, Sponsoring organizations are asked to regulate the use of recording equipment during any performance or special event. This includes video and audio recording, and flash photography. Professional video recording services may only be employed if the Sponsoring Organization signs a recording release form, and the recording personnel provide a Federal Tax ID number and a certificate

of General Public Liability Insurance of not less than \$1,000,000 that names the Wharton Institute for the Performing Arts as additional insured for the date(s) they will be at WIPA.

- Smoking is prohibited in and around all areas of WIPA.
- Animals, with the exception to working service dogs assisting persons with disabilities, are not permitted in WIPA Facilities.
- Musical materials used by the Sponsoring Organization may be protected by United States Copyright. It is the responsibility of the Sponsoring Organization to obtain any and all clearances as required by law for their use in performance, recording, playback, duplication, or distribution of performance presented at the auditorium. WIPA will not be held responsible for any copyright infringements, and the Sponsoring Organization shall indemnify WIPA from any liability.
- No collections, donations, or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on WIPA premises without first obtaining written permission from WIPA.
- WIPA reserves the right to display/distribute to the audience and participants announcements and literature concerning future attractions and offerings to be held through WIPA and its affiliates.
- Dance groups may bring and lay marly, but they must provide dance floor tape and supervision during load-in and strike. Staffing charges may apply.
- The Sponsoring Organization is responsible for restoring the venues to pre-show conditions, including but not limited to, all Studios, all hallways and vestibules as indicated in the event specific rental application agreement. Failure to properly restore the WIPA Facilities as delineated will result in additional charges to the Sponsoring Organization for staff time to complete the restoration. This will be deducted from the security deposit.
- Events that run over the permitted time will be billed appropriate overtime fees.
- In the event of any damages to the facility, the Sponsoring Organization will be mailed a written notice of the fees assessed within one week of the event.
- All advertising and promotional materials for the event **must** be approved by WIPA before they are distributed. Failure to do so may result in cancellation of the rental agreement.

Rental Rates/Fee Schedule

Room Rental Rates:

Commercial Renter/Personal Use

Room	Mon-Thurs	Hourly Rate	All Day (8a.m.-6p.m. or 6p.m.-Midnight)	Fri-Sat-Sun	Hourly Rate	All Day (8a.m.-6p.m. or 6p.m.-Midnight)
Burgdorff Hall – NJYS		\$90.00	\$500.00		\$100.00	\$600.00
Hyde & Watson Hall – NJYS		\$75.00	\$425.00		\$85.00	\$500.00
Large Practice Studio (either location)		\$15.00	\$80.00		\$20.00	\$100.00
Small Practice Studio (either location)		\$10.00	\$70.00		\$15.00	\$80.00
Performance Hall – PAS		\$90.00	\$500.00		\$100.00	\$600.00

Non-Profit Renter*

(Must include copy of 501c3 status with application)

Room	Mon-Thurs	Hourly Rate	All Day (8a.m.-6p.m. or 6p.m.-Midnight)	Fri-Sat-Sun	Hourly Rate	All Day (8a.m.-6p.m. or 6p.m.-Midnight)
Burgdorff Hall – NJYS		\$67.50	\$375.00		\$75.00	\$450.00
Hyde & Watson Hall – NJYS		\$56.25	\$318.75		\$63.75	\$375.00
Large Practice Studio (either location)		\$11.25	\$60.00		\$15.00	\$75.00
Small Practice Studio (either location)		\$7.50	\$52.50		\$11.25	\$60.00
Performance Hall – PAS		\$67.50	\$375.00		\$75.00	\$450.00

*WIPA is sensitive to the needs and financial needs of Non-Profit Organizations. Should your organization require special financial consideration, please contact the WIPA administration.

Staffing:

- Staffing requirements determined by WIPA management.
- Overtime rates may be applied.
- Ushers are required for every event with any audience in attendance.
- Fees for personnel and/or equipment are due and payable at the time of the rental.

Technical Director	\$35.00 per hour (4-hour minimum)
Stagehands	\$20.00 per hour (4-hour minimum)
Ushers**	\$10.00 per hour

** A minimum of 1 usher is required for any event. The Sponsoring Organization may provide their own ushers, with the understanding that if the required amount of ushers is not present at least one half-hour prior to the performance start time, the performance may be delayed or canceled.

Equipment/Staging:

Instruments and additional equipment:

Below is a list of the location of pianos that are available for use during a rental period with their fees and locations:

Instrument	Location	Campus	Fee	Tuning
Concert Steinway D	Performance Hall	PAS	\$100	\$130
Concert Steinway B	Burgdorff Hall	NJYS	\$75	\$130
Yamaha C3	Studio 4	PAS	\$75	\$130
Yamaha Upright	Studio 5	NJYS	\$50	\$130
Steinway	Hyde & Watson	NJYS	\$75	\$130

Box Office Services:

If the Sponsoring Organization plans to sell tickets at the WIPA facilities on the night of the event, there will be a \$10.00 charge for Vestibule set-up. Sales may not exceed capacity of rental space. All patrons, regardless of age, must hold a ticket in order to be admitted into WIPA facilities. Sponsoring Organization is responsible for informing WIPA of total advanced sales at least 48 hours prior to the event. Failure to do so may cause the event to be canceled.

Liability Statement

In submitting and signing this Rental Application Agreement, I certify that I have read, understand and will abide by the facility rules and regulations set forth. I certify that the use detailed in the enclosed Rental Application Agreement is in compliance with the WIPA rules and regulations and certificates of insurance requirements and is subject to approval by the Board of Directors of WIPA or the appropriate representatives. The Sponsoring Organization hereby agrees to hold the Wharton Institute for the Performing Arts and individual members thereof, all officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during and related in any way by the use and occupancy of said facility, to the extent such loss, damage, liability, cost or expense arise of out negligent acts or omissions of the Sponsoring Organization/agreement holder.

I, the undersigned, or the organization I represent, will be responsible for any damages sustained to the facility. Any lost equipment or damages sustained to WIPA property shall be compensated within 7 days.

I agree that the Rental Application Agreement is granted with the understanding that WIPA may cancel it, at any time, if the facility is needed for an emergency.

Full payment must be received 30 days prior to the reservation date for Single Date Reservations, or other mutually agreeable schedule as specified in the reservation confirmation. Failure to submit payments by the designated date will result in loss of the agreement, and the facility will be released. It is my responsibility to notify WIPA management of any cancellations or revisions on my part more than 30 days prior to Single Date Reservations, and more that 45 day prior to Multiple Date Reservations. Failure to do so will result in fees being withheld.

I understand that if my event is open to the general public, I may not prohibit any audience member or participant because of race, religion, creed, color, gender, sexual orientation, age (persons 40 years of age or older), disability, national origin or any other basis to the extent prohibited by federal, state or local laws.

A signed copy of this statement must accompany any application for rental of WIPA/NJYS space.