



Memorandum

AGENDA ITEM #10

To: Peter Barber, Town Supervisor
Town Board Members

From: Colin J. Gallup, Director of
Guiderland Parks & Recreation

Date: 5/2/2024

Re: Approval of Park Playhouse Agreement

This memo is to request Town Board approval for the Supervisor to sign agreement with the Park Playhouse to bring a high-quality production of "The Marvelous Wonderettes" to Guiderland Performing Arts Center on July 19-July 21, 2024. Agreement document attached.

Thank you for your consideration.

Colin J. Gallup

Director of Guiderland Parks & Recreation

AGREEMENT

This Agreement is between the Town of Guilderland ("Town"), a municipality with a mailing address at 5209 Western Turnpike, Guilderland, NY 12084, and Park Playhouse, Inc., dba Playhouse Stage Company ("The Playhouse"), a not-for-profit corporation with a mailing address at 58 Remsen Street, Cohoes, NY 12047. The parties agree as follows:

1. VENUE.

This Agreement sets for the terms and conditions under which The Playhouse shall use the Guilderland Performing Arts Center ("GPAC") at Tawasentha Park, owned by the Town, located at 188 State Route 146, Guilderland, NY.

2. RESPONSIBILITIES OF THE PLAYHOUSE.

- A. The Playhouse shall develop, rehearse and deliver a high-quality production of "The Marvelous Wonderettes", featuring a professional cast of regional performers, with live backing by local players from the Albany Musician's Association, and fully realized design elements. The production will play for four performances at GPAC from July 19 to July 21, 2024 at 7:30pm each night, with an additional 4pm performance on Sunday July 21 (collectively referred to as the "Performances").
- B. The Playhouse shall perform its obligations under the Agreement and conduct the Performances to the best of its skill and ability, and in a professional manner.
- C. The Playhouse shall furnish and compensate all necessary creative and production staff required to mount successful Performances, and shall furnish and purchase the necessary royalty license from Music Theatre International. The Playhouse warrants that the Performances will not breach any third-party intellectual property right, including copyright.
- D. The Playhouse shall provide the necessary technical elements for production of the Performances, including all scenery elements, costumes, props, microphones and specialty lighting instruments, except as specified herein.
- E. The Playhouse shall maintain standard commercial liability and statutory personnel insurance packages and provide certificates of such policies to the Town.
- F. All seating for the Performances shall be without charge. The Playhouse may, at its discretion, collect donations from patrons during the pre-show and intermission periods of the Performances to help support production costs.

3. RESPONSIBILITIES OF THE TOWN.

- A. The Town shall pay The Playhouse an artist fee of \$20,000 for the Performances, to be paid in full no less than two months prior to the first day of the Performances.
- B. The Town shall supply the existing standard lighting package in place at GPAC for the Performances, and that ample, consistent power for such systems is available.
- C. The Town may sell concessions at the Performances and retain revenue from such sales.

4. ADDITIONAL RIGHTS OF THE PARTIES.

- A. The Playhouse and the Town may seek support from sponsors or donors regarding this project, but the Playhouse will defer to the Town and not compete for any sponsorships the Town may seek in support of the artist fee to be paid to the Playhouse.
- B. The Playhouse and the Town shall make reasonable efforts to promote the project to audiences, and may, based on the results in 2024, extend this Agreement into future years at their discretion.
- C. The Playhouse and the Town shall communicate on the day of each performance and make a determination regarding the cancellation of a performance due to inclement weather or other occurrence that is beyond the control or not the fault of either party. The Town shall have the sole authority to determine whether a particular performance will be cancelled and shall advise the Playhouse no later than 6pm on the evening of the cancelled performance. The Playhouse and Town have reserved July 22 and July 23 at 7:30pm for mutually rescheduling a cancelled performance. In the event a performance is cancelled and not rescheduled, the Playhouse shall reimburse the Town the sum of \$2,500 for each performance that is cancelled and not rescheduled, within 10 days of the cancelled performance.

5. MISCELLANEOUS.

- A. **Independent Contractor.** The parties intend and agree that at all times during the performance of services under this Agreement that The Playhouse shall act as an Independent Contractor and shall not be considered an agent or employee of the Town.

- i. The Playhouse and the Town acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively an Agreement for services.
- ii. The Playhouse shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for its own workers compensation and unemployment insurance and that of its representatives.
- iii. The Town shall provide The Playhouse with IRS Form 1099 or other applicable IRS forms at the end of the calendar year for all fees paid to The Playhouse.

B. Indemnification. The Playhouse shall indemnify, defend and hold harmless the Town, its elected and appointed officers, employees, agents, and representatives, with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of The Playhouse, its officers, employees, agents, and representatives in the course of performing services under this Agreement. This indemnification shall survive the termination of this Agreement.

C. Severability. If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

D. Interpretation. Agreement will be interpreted according to the laws of New York.

Dated: May ___, 2024

Dated: May ___, 2024

Producing Artistic Director
Park Playhouse, Inc.

Town Supervisor
Town of Guilderland