

HHS/PHED Committee #1
June 22, 2010

M E M O R A N D U M

June 18, 2010

TO: Health and Human Services Committee
Planning, Housing, and Economic Development Committee

FROM: *MKD*
Minna K. Davidson, Legislative Analyst

SUBJECT: Review – Use of the Silver Spring Civic Building by the Round House Theatre

The following individuals are expected to attend:

Sally Patterson, President, Board of Trustees, Round House Theatre (RHT)
Danisha Crosby, Associate Producer, RHT
Darian Unger, Chair, Silver Spring Citizens Advisory Board
Diane Schwartz Jones, Assistant CAO
Reemberto Rodriguez, Director, Silver Spring Regional Services Center
Gary Stith, Deputy Director, Department of General Services
Liz Habermann, Program Manager, Community Use of Public Facilities

For this review, the Committees will receive a presentation from Executive staff and Round House Theatre representatives and comments from the Chair of the Silver Spring Citizens Advisory Board regarding the Round House Theatre's use of the Civic Building and other space in Silver Spring. The Committees will then have an opportunity to discuss any issues that are raised, and determine whether and how any issues should be followed up.

The suggested structure of the meeting is shown on the following page:

- ❖ Opportunity for Committee members to make opening/introductory comments.
- ❖ A presentation by Executive staff and Round House Theatre representatives which will include:
 - Background on the Round House Theatre in Silver Spring
 - Public process in planning for Round House Theatre in Silver Spring
 - “Walk-through” of space in the Silver Spring Civic Building, including space to be used by Round House Theatre
 - Value of space used by Round House Theatre in Silver Spring
 - Round House Theatre activities in Silver Spring
 - Round House Theatre plans to expand activities following its move to the Civic Building
 - Fees for community use of the Civic Building, including background on how the fees were developed.
 - County support of other arts and humanities organizations
 - Other non-profit organizations in Silver Spring
- ❖ Comments from the Chair of the Silver Spring Citizens Advisory Board
- ❖ Committee questions and discussion

Background

Letters from the Silver Spring Citizens Advisory Board. In May, the Council received a letter from the Silver Spring Citizens Advisory Board (SSCAB) expressing concern about two issues related to the opening of the new Silver Spring Civic Building and Veterans Plaza (© 1-2). First, the SSCAB was concerned that Round House has not adequately used, programmed, or advertised the space that it already has in the black box theater on Colesville Road and the Education Center on Wayne Avenue. They felt that if Round House is going to receive the use of additional space at the Civic Building (which other groups might be able to use if Round House were not there) the County’s Lease Agreement with Round House should require that Round House contribute to the community. Second, the SSCAB reviewed the proposed fees for other spaces in the Civic Building and was concerned that the fees are too high for most community groups.

In response to the May letter, HHS Committee Chair Leventhal suggested that it might be helpful to hold a joint meeting of the PHED and HHS Committees to understand better the nature of the agreement between the County and Round House for the use of the Civic Building and to clarify how this agreement was arrived at and how the County will treat community uses in the future. PHED Committee Chair Knapp agreed with this suggestion.

As a follow up to its May letter, the SSCAB sent the Council another letter which continues to express concern about the issues raised in May, and includes specific suggestions regarding community expectations for Round House to provide value and services in exchange for gifted space, and community suggestions for the Silver Spring Civic Building fee structure (© 3-4).

Round House Theatre Activities in Silver Spring. The Round House has provided a summary of its activities in Silver Spring on © 5-13. They have also provided a draft Memorandum of Understanding for Round House Theatre's use of space in the Silver Spring Civic Building on © 14-15. In addition, several letters of support are attached on © 16-28. Round House representatives will discuss these materials in more detail during the presentation at the Committee session.

Current Master Lease Agreement for Round House use of Black Box and Education Center. The Round House's use of the black box theatre and Education Center is governed by a Master Lease Agreement with the County (dated June 21, 2004). Excerpts from the Lease Agreement are attached on © 29-41. The current Lease Agreement is for a term of approximately 10 years and will expire on June 30, 2014 (unless certain provisions for early termination are exercised). If there is no early termination, the lease is automatically renewed for up to four additional 10-year terms. The parties may amend the Lease Agreement to add additional renewal terms.

The County is leasing the space to the Round House in exchange for Round House Services, and at no monetary rental. However, in the event that Round House achieves Self Sustaining Operations, Round House is to pay the County 25% of any net revenues that are realized. In addition, Round House must provide the County with two complementary tickets to all public programs, and the option to purchase at the lowest price up to 5% of the tickets for public programs with a performance period of more than 7 days.

The requirements for the use of the black box theater and Education Center are listed in Item #11 on © 36-38, and Exhibit C on © 41.

Requirements for Theater and Community Input are discussed in Item #22 on © 39-40. The Round House agreed to meet and confer at least once a year with the Silver Spring Citizens Advisory Board and the Arts and Humanities Council about matters involving Round House services and the theater, with the understanding that these meetings are consultations only, and any suggestions or comments are not binding on Round House. The County may also request that Round House meet up to two additional times per year with either organization or with a representative of the County.

The Lease Agreement clearly envisions that Round House will have space in the Civic Building (See Recital 9 on © 30). Recital 10 says that space in the Civic Building to be occupied by the Theatre School will be added to the Lease Agreement by amendment. It is Council staff's understanding that the County and Round House have chosen to take a different approach for the space in the Civic Building. Instead of amending the Lease Agreement, they will develop a Memorandum of Understanding and Licensing Agreement for the use of the Civic Building space. As noted above, a draft Memorandum of Understanding is attached on © 14-15.

Fees for the use of the Civic Building. Community use of Public Facilities (CUPF) will manage the scheduling of community use of the Civic Building. The community use guidelines and fees for the use of the Civic Building were established by the Interagency Coordinating Board by resolution (© 45-52). A summary of the spaces available in the building and the associated fees is attached on © 42-43. Information about the capacity of each room available for rental is attached on © 44. CUPF staff will discuss the rationale and benchmarking processes used to develop the fee structure during the presentation at the Committee worksession.

Broader Issues

While many of the issues raised by the Silver Spring Citizens Advisory Board are specific to the use of the Civic Building and to the role of Round House in Silver Spring, they also touch on broader issues about the extent to which the County assists non-profit organizations. Some of these are:

- The Round House Theatre is one of several arts and humanities organizations that receives substantial assistance because it is located in space owned by the County. As the table on © 53-56 shows, there are different arrangements for arts and humanities organizations in County space. Moreover, many organizations do not have the advantage of being in County space and must obtain and pay for space on their own.
 - Some non-profit organizations that provide other types of services are housed in County space and others are not.
 - Silver Spring has several very active non-profits which either have no space or inadequate space, while Round House is about to get more space.
1. What, if any, should be the County's role in helping nonprofits to find permanent dedicated space?
 2. Considering that not all non-profits receive the same level of assistance from the County, should there be a policy for the future that sets out eligibility criteria for levels of County assistance?

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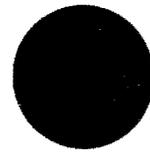


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SILVER SPRING CITIZENS ADVISORY BOARD

May 17, 2010



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RECEIVED
MONTGOMERY COUNTY
COUNCIL

Mr. Isiah Leggett
County Executive
Executive Office Building
Office 101 Monroe Street 2nd floor
Rockville, Maryland 20850

Ms. Nancy Floreen
Council President
Stella B. Warner Council
100 Maryland Avenue
Rockville, Maryland 20850

Dear Mr. Leggett and Ms. Floreen:

When the historic Silver Spring Armory was torn down in 1998, many promises were made to the community. Among them was that a new civic building serving the community would be built. Today, we are witnessing this dream come to fruition. However, as we move forward to activate this space in the way that we all desire, two issues have come to the attention of the Silver Spring Advisory Board which we feel deserve prompt attention.

Round House Theatre

The Round House Theatre Company provides classes and is a curator for other groups to sublease their current spaces in Silver Spring (the Colesville Rd. Blackbox Theater, the Wayne Garage Educational Space). However, since the Round House Theatre Company has occupied these spaces, it itself rarely, if ever, performs in any of these Silver Spring spaces, nor are they generally used for professional theater performances. Instead, Round House focus its attention on its equity theater in Bethesda.

We have met with Round House staff on several occasions to express our concern that the Blackbox on Colesville Road is not adequately utilized, programmed or advertised. It appears to be frequently dark, programmed generally only on weekends, and the performances that occur there are generally either rental or youth performances. Only with the advent of the Forum Theatre performances last year has this theater seen equity-level performances.

Nonetheless, Round House may be given, free of charge, approximately 25% of the new Silver Spring Civic Building space. In exchange for the use of that valuable Civic Building space – rooms that many other valued community groups could be using instead – the Silver Spring community is looking to Round House to be an active partner with the community. Our board would like to ensure that, as part of its lease agreement with the County, Round House is required to contribute to the community. We would expect that contribution to be specific and to be a requirement in the lease. If Round House does not meet its obligations, the County should be able to terminate the lease. Our board intends to deliver a proposed list of ideas for Round

Mr. Leggett and Ms. Floreen

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May 17, 2010

House'to deliver a proposed list of ideas for Round House' specific community contributions to Reemberto Rodriguez, Director of the Silver Spring Regional Center, and Gary Stith of the County Executive's staff.

The Silver Spring Advisory Board would also like to request that careful consideration be given to the term of the lease. As we have discovered, circumstances can change rapidly in a developing market such as Silver Spring and we would like the County to have flexibility to maximize the use of the Civic Building if needs change in the future rather than being bound to an antiquated lease.

Usage Fees

The Silver Spring Advisory Board has reviewed the proposed fees for other spaces in the Civic Building and is concerned that the fees are too high for most community groups to pay. In connection with our review, our board would like to suggest that the fees be reviewed and that consideration be given to raising fees for for-profit groups and lowering them for non-profit groups. We also suggest consideration of a sliding scale, such as that previously in place at the Armory.

The Civic Building at Veteran's Plaza is Silver Spring's crown jewel and as our "living room" in a diverse community and we want to make sure everyone feels welcome. We look forward to working together to make this a reality.

Sincerely,



Darian Unger
Chair

cc:

Councilmember Phil Andrews
Councilmember Roger Berliner
Councilmember Marc Elrich
Councilmember Valerie Ervin
Councilmember Michael Knapp
Councilmember George Leventhal
Councilmember Nancy Navarro
Councilmember Duchy Trachtenberg



SILVER SPRING CITIZENS ADVISORY BOARD

June 15, 2010

Mr. Isiah Leggett
County Executive
Executive Office Building
101 Monroe Street, 2nd floor
Rockville, Maryland 20850

Ms. Nancy Floreen
Council President
Stella B. Warner Council Office
100 Maryland Avenue
Rockville, Maryland 20850

Dear Mr. Leggett and Ms. Floreen:

We are writing to follow up on ongoing community concerns about the new Silver Spring Civic Building. Enclosed is a compilation of input and suggestions we have received concerning:

- the pending lease/license agreement with Round House Theatre, the details of which are of great concern to the community
- the proposed fee structure for the new Civic Building at Veterans Plaza, which threatens to inadvertently stifle, rather than encourage, community use

The County heavily endows the Round House Theatre (RHT). It currently receives gifted space worth over \$600,000 in Silver Spring and an additional \$1,000,000 in Bethesda. It is likely to receive an additional \$1,000,000 gift of space in the new Silver Spring Civic Building. However, the community was also promised affordable space, made necessary by the demolition of the old Silver Spring Armory and a growing population. Although we applaud county support for RHT, we seek assurance that promises to the community will also be honored.

For RHT to merit the gift of so much public building space that could otherwise be rentable or available to other groups, we have several suggestions and proposed conditions for the RHT license agreement. We request a memo of understanding be created based on the following points to ensure that lease conditions will be fulfilled.

Community expectations for RHT to provide value and services in exchange for gifted space, including

1. Education and outreach classes readily available to youth and adults
2. A commitment from RHT to perform major works in the Silver Spring Blackbox Theater
3. Development of Spanish and other cultural outreach using theatrical performances and workshops.
4. Development of partnerships with area schools for performances and participation.

Regional Services/ Redevelopment Program

8435 Georgia Avenue • Silver Spring, Maryland 20910 • 301/565-7300, FAX 301/565-7365

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MONTGOMERY COUNTY
COUNCIL

Mr. Leggett and Ms. Floreen

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5. Other, specific requirements:

- At least one free, open rehearsal per show for community to preview upcoming productions.
- At least 3 outdoor performances in the summer at Veterans Plaza and at least one performed by the Round House Theater Company itself.
- At least 5 free community workshops per year to expose residents to RHT activities and performances
- Sharing of its rehearsal and meeting room space with community and nonprofit groups at no charge

Lease details

1. The lease will be no more than 5 years, with a clause to renew only if RHT meets service and community value expectations.
2. RHT should create and share a business plan for the Blackbox Theater and its other Silver Spring spaces.
3. RHT should include Silver Spring as an equal partner to Bethesda in its marketing budget and strategy.
4. RHT should provide an annual vision evaluation – detailing RHT’s effectiveness at providing services, the strength of its Silver Spring community connection, and the services provided in exchange for use of the Silver Spring Civic Building and Veterans Plaza.
5. Quality control
 - a) RHT will present a semi-annual report to the Silver Spring advisory board on their activities and the community response to its outreach efforts.
 - b) RHT will meet yearly with the community for input on community outreach

Community suggestions for the Silver Spring Civic Building fee structure:

1. Recognize that the total costs (rental *plus* the required payment for four hours of security during evening and weekend hours) places rental costs beyond the means of most nonprofit and civic organizations
2. Lower the rates for community/non-profit use and raise the rates for businesses.
3. Look for ways to open space for community events at a minimal cost to local nonprofits

Thank you for considering these suggestions.

Sincerely,



Darian Unger, Chair

June 17, 2010

TO: Planning, Housing and Economic Development Committee
Health and Human Services Committee
MONTGOMERY COUNTY COUNCIL

FROM: Blake Robison, Producing Artistic Director
Sally Patterson, President, Board of Trustees
ROUND HOUSE THEATRE

RE: The Silver Spring Civic Building

At the request of Montgomery County, since the early 1990's, Round House Theatre has been an active partner with the County as it considered, discussed, explored, and planned for the development of the Town Square in Downtown Silver Spring. This working relationship was formalized as part of the Program of Requirements for Downtown Silver Spring: Town Square, dated October 6, 2000 (Project Number: 00-99110.10). We are delighted that the time has come to move forward with the next step in this process: the addition of a licensing agreement for use of the Civic Building as stipulated by the Master Lease Agreement between Round House and Montgomery County dated June 21, 2004.

HISTORY AND BACKGROUND OF ROUND HOUSE THEATRE

In 1977, the organization that began as Street 70 seven years earlier secured a permanent home, a former elementary school in the Wheaton-Kensington area of Montgomery County, and a year later produced its first full season of plays. Unique among America's professional resident theatres, Round House began as a program of the Montgomery County Department of Recreation. Funded by the County, with a promise of giving back to its community, Round House has consistently been committed to a rigorous schedule of performances and educational programs. In 1985, under the leadership of Jerry Whiddon, Round House became one of the first theatres in the region to sign a Small Professional Theatre Contract with Actors' Equity Association.

By 1992, it became apparent that the community's expectations for the burgeoning Round House could not continue to be met by depending solely upon budgetary allocations from the County. After rounds of careful and deliberate planning, the theatre staff, County officials, and committed volunteers elected to launch a new private non-profit enterprise to continue the theatre's growth and work. Round House Theatre, Inc., a non-profit institution, came into being on July 1, 1993.

Through careful planning and cooperation with partners in the public and private sector, agreements were reached for Round House to operate in two performance spaces Bethesda and Silver Spring, with a year-round education and outreach facility in Silver Spring.

- Located at the corner of East-West Highway and Wisconsin Avenue, a 400-seat theatre was built in downtown Bethesda by Chevy Chase Bank, through strategic alliance among the bank, Montgomery County and Round House.
- Across the County, adjacent to the historic Silver Theatre/American Film Institute complex in Silver Spring, Montgomery County constructed an intimate, flexible stage performance space, seating approximately 125, to be operated by Round House. This smaller venue was to be a site for alternative programming/play development, professional workshops, family and youth oriented professional productions, student performances, and new works festivals.
- As part of the Silver Spring redevelopment plan, the County also committed to constructing a permanent home for the Round House Theatre School to enable all educational programming to be consolidated under one roof.

Space in the Civic Building was stipulated in 2000 to be added to Master Lease Agreement with Round House upon completion of the space. That agreement outlined the square footage to be made available to, and the usage requirements for, separate components of Round House: the Round House Theatre School, the Round House Theatre Marketing Group, the Round House Theatre Administration Group, the Round House Theatre Work Support Group and the Round House Theatre Support Group. In recent discussions with the County, these long-standing mutual commitments have been modified and are being presented for discussion here today.

CURRENT PROGRAMMING AND EDUCATIONAL EFFORTS IN SILVER SPRING

Round House today occupies office space, conducts educational programs, and produces diverse performances in Silver Spring at the Wayne Avenue Education Center and in the Black Box theatre on Colesville Road. The Black Box serves as a busy community arts center with performance space for Round House and a wide variety of Montgomery County organizations.

A. ROUND HOUSE PRODUCTIONS

a. THE SILVER SPRING SERIES

Last year, Round House launched the Silver Spring Series, presenting a schedule of theatre, dance, and music programs appealing to a broadly diverse audience and featuring some of the metropolitan area's most dynamic performing arts companies and artists, including the Liz Lerman Dance Exchange, Happenstance Theater (a project of Mark Jaster, who was selected as the winner of the 2009 Montgomery County Executive's Excellence in the Arts and Humanities Outstanding Artist Award), Helen Hayes Award winner Will Gartshore, Jon Spelman, Contradiction Dance, Bouncing Ball Theatricals, eXtreme eXchange, and the Hegira.

b. RESIDENT THEATRE COMPANY

In Fall 2009, Round House Theatre named **Forum Theatre** as our first theatre company-in-residence in Silver Spring. Forum is an enthusiastic group of 17 performers, technicians, and theatre administrators dedicated to producing provocative, challenging dramatic material. Forum launched its residency with critically-praised productions of *Angels in America: Millennium Approaches* and *Angels in America: Perestroika* in repertory in the fall of 2009, earning Helen Hayes nominations and awards for Outstanding Actor and Outstanding Lighting Design. Additional information about Forum Theatre and its second season in Silver Spring is available at www.forumtd.org. Round House provides Forum with office, rehearsal, and performance space for free, enabling them to reach greatly expanded audiences on their modest budget. Ticket revenues—and the producing risk—are shared by the two companies.

c. **RESIDENT DANCE COMPANY**

Contradiction Dance has joined RHT as our new dance company-in-residence in Silver Spring. Contradiction Dance creates dance that reports on, reflects, and questions the world in which we live. Nurtured on the belief that artists and audience members communicate in a dialogue through the physical medium, Contradiction Dance performs in the Black Box theatre and offers classes to the general public at the Education Center.

d. **THE SARAH PLAY**

The Sarah Metzger Memorial Play provides high school students from Montgomery County and the Washington DC metropolitan area the opportunity to mount a theatrical production at Round House in Silver Spring under the mentorship of professional theatre artists and practitioners. The Sarah Play is the only theatrical production in the US offered as part of a regional theatre's regular programming that is directed, designed, stage-managed, and performed entirely by high school students. All participants are paired with dedicated mentors from Round House's programming staff to ensure a professional, high quality experience for both the audiences and the student participants.

e. **THE KITCHEN**

The Kitchen, Round House's theatre lab, supports and nurtures local artists by making our Silver Spring theatre and education center available to them at no charge to incubate script development, play readings, rehearsals, classes, and other arts-related projects. Kitchen members -- its "cooks"-- are actors, directors, designers, and playwrights of varied backgrounds. Some Kitchen projects have resulted in free public readings and presentations of workshop material.

f. **FREE FOR ALL FRIDAYS**

During the fall and spring class terms, the Round House Theatre Education Center opens its doors to the community on designated Fridays from 4-5 p.m. for a weekly series of free, hour-long theatre classes. All classes are taught by members of the education and outreach staff and professional teaching artists. Classes are available for aspiring actors of all ages from pre-K to adult. No registration is required.

g. THE HEYDAY PLAYERS

The Heyday Players senior theatre program is dedicated to enriching the lives of senior citizens by channeling their tremendous spirit, talent, and life experience into theatrical performance and community engagement. The troupe is composed entirely of older adult volunteers who participate in the selection, direction, rehearsal, and staged-reading performance of theatrical work at senior gatherings, community centers, public libraries, and elementary schools in Montgomery County and the greater-DC area. Dedicated to theatre that explores the humor and drama of the human condition across age and time periods, the Heyday Players rehearse on Tuesday mornings from September - May and perform at various times throughout the week.

h. SUMMER PROGRAMS

In the summer months, Round House offers a wide variety of opportunities in Silver Spring for students of all ages to experience the sheer joy of creating and sharing theatre. Our summer programs are designed to inspire creativity, exercise imaginations, promote artistic risk-taking, and explore the unique ways to tell stories through theatre. Round House's professional teaching artists nurture students' individual talents and artistic strengths in an environment of creative collaboration and ensemble building.

- i. **SPRING BREAK PROGRAM** is an opportunity for young people to spend their Spring break at Round House by participating in a variety of theatre related classes.
- j. **AFTER SCHOOL AND EVENING CLASSES** are presented both onsite and in local County schools. Round House partners with PTAs and schools to provide classes through afterschool programs. In addition, adult students explore a variety of approaches, techniques, and view of acting with our professional teaching artists. Actor's Craft culminates in a showcase of material worked on in class for family and friends.

B. ARTISTIC PARTNERSHIPS

Round House Silver Spring has become a vibrant hub of diverse artistic activity in the heart of the community. We make our Silver Spring facilities available to partner arts organizations for rehearsals, performances, classes, discussions, and other activities throughout the year. Partner organizations use our spaces

at a reduced rate and have priority scheduling privileges on our production calendar.

More information regarding our current Silver Spring artistic partners is available at the website of the following partnering organizations:

Art Stream is a regional organization whose mission is to create artistic opportunities for individuals traditionally underserved by the arts through classes and performance. www.art-stream.org

Liz Lerman Dance Exchange is a professional company of dance artists that creates, performs, teaches, and engages people in making art. www.danceexchange.org

Lumina Studio Theatre seeks to offer the highest quality performance-oriented training in voice and movement theatre techniques through public performance opportunities with both classical and original scripts. www.luminastudio.org

Open Circle Theatre Company (OCT) is Washington's first professional theatre dedicated to producing professional productions that integrate the considerable talents of artists with disabilities. OCT was formed by a group of people with and without disabilities. www.opencircletheatre.org

Music Together Montgomery provides music and movement classes for parents/caregivers and children from birth-4 years in the RHT Education Center five mornings a week. www.musictogethermontgomery.com

Playwrights Forum is a non-profit organization dedicated to the artistic development of talented playwrights from the Washington D.C. area. www.erols.com/pforum/

AFI Silver Theatre and Cultural Center is a state-of-the-art moving image exhibition, education and cultural center. The AFI Silver's year-round programming includes SILVERDOCS: AFI/Discovery Channel Documentary Festival, which brings the best new documentaries and a world-renowned International Documentary Conference to Washington, D.C. www.afi.com/silver, www.silverdocs.com

USE OF THE BLACK BOX July 2007–June 2010

The box below demonstrates usage of the Black Box from July 2007 until June 2010. Broken out is the usage by Round House Theatre and its programs (purple); usage by partnering artistic groups (pink); and rental to other nonprofit organizations (green). Usage is reflected in terms of number of days and percentage of time available in each month. Some figures total more than 100% to reflect when the space has served multiple demands simultaneously.

	RHT		Partner		Rental			
Jul-07	23	74%	10	32%	0	0%	31	106%
Aug-07	18	58%	26	84%	0	0%	31	142%
Sep-07	6	20%	0	0%	0	0%	30	20%
Oct-07	31	100%	0	0%	4	13%	31	113%
Nov-07	18	60%	6	20%	0	0%	30	80%
Dec-07	4	13%	5	16%	4	13%	31	42%
Jan-08	2	6%	14	45%	0	0%	31	52%
Feb-08	26	90%	3	10%	0	0%	29	100%
Mar-08	17	55%	0	0%	5	16%	31	71%
Apr-08	1	3%	30	100%	0	0%	30	103%
May-08	0	0%	21	68%	0	0%	31	68%
Jun-08	6	20%	1	3%	10	33%	30	57%
Jul-08	23	74%	7	23%	0	0%	31	97%
Aug-08	10	32%	23	74%	0	0%	31	106%
Sep-08	5	17%	16	53%	0	0%	30	70%
Oct-08	4	13%	0	0%	2	6%	31	19%
Nov-08	19	63%	1	3%	2	7%	30	73%
Dec-08	0	0%	15	48%	6	19%	31	68%
Jan-09	3	10%	5	16%	15	48%	31	74%
Feb-09	17	61%	7	25%	1	4%	28	89%
Mar-09	29	94%	1	3%	0	0%	31	97%
Apr-09	19	63%	9	30%	0	0%	30	93%
May-09	1	3%	20	65%	3	10%	31	77%
Jun-09	9	30%	10	33%	5	17%	30	80%
Jul-09	23	74%	8	26%	8	26%	31	126%
Aug-09	10	32%	1	3%	5	16%	31	52%
Sep-09	16	53%	4	13%	0	0%	30	67%
Oct-09	31	100%	0	0%	4	13%	31	113%
Nov-09	29	97%	1	3%	7	23%	30	123%
Dec-09	1	3%	14	45%	4	13%	31	61%
Jan-10	8	26%	6	19%	8	26%	31	71%
Feb-10	28	100%	2	7%	4	14%	28	121%
Mar-10	28	90%	4	13%	0	0%	31	103%
Apr-10	16	53%	13	43%	4	13%	30	110%
May-10	17	55%	14	45%	5	16%	31	116%
Jun-10	30	100%	1	3%	5	17%	30	120%

USE OF

THE

EDUCATION CENTER July 2007–June 2010

The Education Center is home to our comprehensive education and outreach programs, serving students, adults, and diverse community groups throughout the year. The box below demonstrates usage of the Education Center from July 2007 until June 2010. Broken out is the usage by Round House Theatre and its programs (purple); usage by partnering artistic groups (pink); and rental to other nonprofit organizations (green). Usage is reflected in terms of number of days and percentage of time available in each month. Some figures total more than 100% to reflect when the space has served multiple demands simultaneously.

EOC	RHT		Partner		Rental			
	Days	%	Days	%	Days	%		
Jul-07	60	194%	17	55%	0	0%	31	248%
Aug-07	19	61%	4	13%	0	0%	31	74%
Sep-07	14	47%	16	53%	0	0%	30	100%
Oct-07	35	113%	25	81%	5	16%	31	210%
Nov-07	25	83%	20	67%	1	3%	30	153%
Dec-07	11	35%	6	19%	0	0%	31	55%
Jan-08	36	116%	21	68%	3	10%	31	194%
Feb-08	59	203%	21	72%	1	3%	29	279%
Mar-08	66	213%	16	52%	2	6%	31	271%
Apr-08	22	73%	23	77%	1	3%	30	153%
May-08	16	52%	24	77%	0	0%	31	129%
Jun-08	27	90%	9	30%	0	0%	30	120%
Jul-08	8	26%	42	135%	26	84%	31	245%
Aug-08	28	90%	5	16%	0	0%	31	106%
Sep-08	29	97%	28	93%	4	13%	30	203%
Oct-08	43	139%	52	168%	2	6%	31	313%
Nov-08	34	113%	18	60%	2	7%	30	180%
Dec-08	28	90%	13	42%	0	0%	31	132%
Jan-09	40	129%	18	58%	1	3%	31	190%
Feb-09	67	239%	20	71%	0	0%	28	311%
Mar-09	33	106%	22	71%	13	42%	31	219%
Apr-09	13	43%	40	133%	5	17%	30	193%
May-09	10	32%	23	74%	0	0%	31	106%
Jun-09	34	113%	26	87%	0	0%	30	200%
Jul-09	45	145%	16	52%	12	39%	31	235%
Aug-09	45	145%	2	6%	1	3%	31	155%
Sep-09	59	197%	28	93%	4	13%	30	303%
Oct-09	38	123%	30	97%	27	87%	31	306%
Nov-09	43	143%	25	83%	47	157%	30	383%
Dec-09	20	65%	19	61%	19	61%	31	187%
Jan-10	78	252%	43	139%	15	48%	31	439%
Feb-10	95	339%	29	104%	21	75%	28	518%
Mar-10	63	203%	31	100%	18	58%	31	361%
Apr-10	55	183%	11	37%	25	83%	30	303%
May-10	49	158%	23	74%	34	110%	31	342%
Jun-10	53	177%	8	27%	26	87%	30	290%



C. COMMUNITY STEWARDSHIP

Round House performance spaces are made available at no cost for a number of community activities, such as County meetings, school activities and the League of Washington Theatre yearly auditions. In addition, some Round House Bethesda programming rehearses in Silver Spring because of the limited rehearsal space available in the Bethesda stage facility.

In addition to our artistic partners, the following organizations are currently renting our facilities: Weight Watchers, LANGO (foreign language instruction for children), the Princeton Review GRE Prep, and McLean Frontline Services.

D. STRATEGIC VISION FOR SILVER SPRING

Over the past five years, Round House has refined and adopted a strategic vision for Silver Spring which maximizes the use of County facilities - making them available and accessible to a diverse range of community organizations. We envision the Black Box theatre as a community arts center that Round House programs and manages on behalf of the County. We conduct our own programming in the Black Box and the Education Center, and the remainder of the schedule is filled out by partner organizations and rentals to various community groups. Partners enjoy a reduced rental rate for the spaces and have priority access to the calendar after Round House. Space rental funds underwrite the staff, equipment, and maintenance provided by Round House for all community groups.

It has taken us five years to create an artistically vibrant and fiscally sound operating model for these spaces. In the early years, Montgomery County helped to bridge the financial gap with "transition funds" to offset our losses in programming and operating the space. This subsidy is no longer necessary. Through our own fundraising, ticket sales, and rental income from participating groups, the Black Box and Education Center now function in a stable manner. In fact, we are very pleased to report that Round House Theatre has outlined and adopted a balanced operating budget for FY11, the first time since its move to these new facilities. This status is a true achievement in the midst of the recession. It has been made possible through the careful stewardship and financial modeling that Round House has developed for our operations in Silver Spring.

Round House is excited about the opportunity to continue to enhance and broaden its commitment to the Silver Spring community and the citizens of Montgomery County as a result of the opening of the Civic Building. Bringing our staff and artists to downtown Silver Spring will allow us to partner with our friends in Silver Spring in new ways, and we look forward to collaborating with the community on programming, events, festivals, and other activities.

MARKETING

The Round House Education Center and the Black Box theater are in constant use for programs conducted by Round House and a diverse collection of community partners, as described above. We understand that we can expand even further the dissemination and marketing of the availability of these events and in enhancing our connection with our community. To that end, we have undertaken a number of recent steps to increase the visibility of the many activities available in Silver Spring, including:

- Window signage at the Education Center for Round House and our partner organizations.
- The development of a light box marquee outside the Black Box theatre.
- Lobby posters in the Black Box lobby highlighting upcoming events.
- The purchase of a sandwich board to inform pedestrians of our programming.
- Improved placement of additional news about Silver Spring events on our website.
- Increased access to and participation on neighborhood listservs.

Additionally, it is our understanding that a long-awaited electronic marquee for the Black Box will be installed by the County in the very near future.

We appreciate the opportunity to present this information to the Joint Committees and look forward to participating in the planning and discussion of the amendment to our Master Lease.

ATTACHMENTS

1. Draft Memorandum of Understanding
2. Letters of support

ATTACHMENT 1:

DRAFT MEMORANDUM OF UNDERSTANDING FOR ROUND HOUSE THEATRE'S USE OF SPACE IN THE SILVER SPRING CIVIC BUILDING

Currently, Round House Theatre programs and manages facilities in downtown Silver Spring including the Black Box Theatre on Colesville Road and the Education Center on Wayne Avenue. Beginning August 1, 2010, at the invitation of Montgomery County, Round House will occupy and program new spaces in the Silver Spring Civic Building at Veteran's Plaza, including basement-level administrative offices, classroom, and plaza-level rehearsal room.

As one of Montgomery's oldest and most successful non-profit arts organizations, Round House is uniquely suited to manage and program these spaces for the benefit of the community. Therefore, Round House commits itself to a wide range of artistic and civic programming in the Civic Building spaces.

Each year, Round House will submit to the County a summary of community programming and activities in its Silver Spring facilities.

Current Round House programming in Silver Spring includes:

- **The Sarah Metzger Memorial Play**, the country's only theatrical production offered as part of a regional theatre's regular programming that is directed, designed, stage managed, and performed entirely by high school students, mentored by professional artists and technicians.
- **Free-for-All Fridays**, a program that opens the Education Center to area residents of all ages on designated Friday afternoons for free hour-long theatre classes.
- **The Heyday Players**, a senior theatre program composed entirely of older adult volunteers who work with Round House staff to rehearse and perform theatrical work at senior gatherings and community centers across Montgomery County.
- **Summer Programs**, a variety of opportunities for students of all ages to experience the sheer joy of creating and sharing theatre.
- **Spring Break Program**, a chance for young people to spend their spring break at Round House participating in a variety of theatre related classes.
- **After School and Evening Classes** both onsite and in local County schools.
- **The Kitchen**, a theatre lab for local artists, making our space available at no charge for script development, play readings, rehearsals, classes, and other arts-related projects. The Kitchen established our spaces as an incubator for developing work and often results in free public readings and presentations of workshop material.
- Our theatre company-in-residence, **Forum Theatre**, a group of performers, technicians, and theatre administrators dedicated to producing provocative, challenging dramatic material.
- Our dance company-in-residence, **Contradiction Dance**, which performs in the Black Box theatre and offers classes to the general public at the Education Center.
- **The Silver Spring Series** – a presented series of theatre, dance, and music programs by some of the DC area's most dynamic performing arts companies and artists. Groups presented by RHT include: Liz Lerman Dance Exchange, Happenstance Theater (Mark Jaster was selected as the winner of the 2009 Montgomery County Executive's Excellence in the Arts and Humanities Outstanding Artist Award), Helen

Hayes Award winner Will Gartshore, Jon Spelman, Bouncing Ball Theatricals, eXtreme eXchange, and the Hegira.

- **Artistic and Community Partnerships:** We make our facilities available to partner arts organizations for rehearsals, performances, classes, discussions, and other activities throughout the year. Partner organizations use our spaces at a reduced rate and have priority scheduling privileges on our production calendar.
 - **Art Stream** creates artistic opportunities for individuals traditionally underserved by the arts through classes and performance.
 - **Liz Lerman Dance Exchange** is a professional company of dance artists that creates, performs, teaches, and engages people in making art.
 - **Lumina Studio Theatre** offers training in voice and movement theatre techniques through public performance opportunities.
 - **Open Circle Theatre Company** is dedicated to producing productions that integrate the considerable talents of artists with disabilities.
 - **Music Together Montgomery** provides music and movement classes for parents/caregivers and children from birth- 4 years.
 - **Playwrights Forum** is dedicated to the development of playwrights from the D.C. area.
 - **AFI Silver Theatre and Cultural Center** uses the Black Box theatre for its Silverdocs documentary festival and other activities.
 - **Rentals** -- organizations currently renting Round House Theatre Silver Spring facilities include: Weight Watchers, LANGO (Foreign Languages for Kids), the Princeton Review GRE Prep, and McLean Frontline Services.
 - **Community Activities** such as county meetings, school activities and the League of Washington Theatre yearly auditions.

In moving our administrative and rehearsal functions to the Silver Spring Civic Building, Round House will expand its offerings to the community in a variety of ways. New programming envisioned for 2010/2011 includes:

- **An Expansion of Free Classes** offered to the residents of Silver Spring.
- **Open rehearsals** of Round House mainstage productions on selected afternoons and evenings.
- **Developmental readings and workshops** of new playscripts.
- **A Kitchen Discussion Series**, offered free-of-charge to local artists and those interested in the arts, to discuss topics of interests to the theatrical community.
- **Special \$10 tickets** to all Round House events at the Black Box theatre for Silver Spring residents and people who work in the downtown area.
- **Participation in Civic Events** in conjunction with the Silver Spring Regional Center including but not limited to Opening Festivities, New Year's Eve Party, Summer Concert Series, and Thanksgiving Day Parade.
- **MCPS Day Off!** allowing students from Montgomery County public schools to spend their day off engaged in a theatrical adventure with our education staff.
- **Artist Roundtable Meetings** – Round House's artistic advisory body will meet regularly in the Civic Building.
- **Board and Staff Meetings** – Round House will conduct weekly and monthly meetings in downtown Silver Spring, bringing its Trustees to the area on a regular basis.
- **Auditions** for all Round House plays and events will take place in Silver Spring.



in residence at Round House Theatre Silver Spring

June 15, 2010

Dear Blake and Danisha,

With our first season in residence at the Round House Theatre Silver Spring space coming to a close and our ambitious 2010/2011 line up (the company's seventh) about to be announced, I wanted to take a moment to thank you and your staff for the amazing opportunity you have given us at Forum Theatre.

The support of Round House and the use of the facilities in Silver Spring have allowed us to grow and flourish as an organization at a time when many theatre and arts companies of comparable size and age to Forum have greatly struggled in this current economic downturn. You have given us continued guidance and mentorship throughout the year and combined with office and meeting space provided in our residency, we have used this opportunity to strengthen our infrastructure and business practices as an organization.

The stability of having a home base for all operations and knowing that we can count on a constant performance space has done wonders for both our artistic product and creative planning. After five years of moving from theatre to theatre, we are discovering how valuable a constant home can be to the development of our productions. The use of the rehearsal space and black box performance space for our production of *Angels in America* gave us the ability to not only pull off our most ambitious project to date, but allowed it to become one of the most exciting and celebrated productions in the entire DC/Metro area, this past season. The show set attendance records for Forum thanks to retention of our audiences from DC and a strong showing of Silver Spring residents who were seeing their first Forum performance.

Thank you for bringing us on board as one of the resident companies at Silver Spring. We hope to bring many more exciting shows to your space and to Silver Spring audiences and to continue our mission of building community through theatre in the season to come!

All the best,

Michael Dove
Artistic Director, Forum Theatre



in residence at Round House Silver Spring

June 17, 2010

Dear Blake and Danisha,

As Forum Theatre prepares to announce our seventh season – and our second year as the resident company at Round House Silver Spring – we wanted to thank you, so very much, for giving us such an incredible space to call home. The flexible and intimate nature of the theatre itself is so perfectly suited to the work we do: plays that are ambitious and complex, yet also deeply personal.

For a company of our size, and as a company in the midst of rapid growth, Round House Silver Spring has been such a blessing for us. Not many mid-size companies have a single venue in which to perform and rehearse three full-scale shows every year. This stability and support have encouraged us to grow as an organization and take risks in our work. Our rotating repertory production of *Angels in America* this fall was our most ambitious project ever, involving dozens of local artists and four months of rehearsal and performance time and ultimately receiving eight Helen Hayes nominations and two wins.

Our next season is looking to be just as exciting, as we are opening in September with the regional premiere of *Scorched* by Wajdi Mouawad – a haunting epic about the lasting effects of war on two generations of Lebanese immigrants. Not only does the play boast a large cast, but it has only been produced twice before in the US. And we really can't wait to bring it to Silver Spring!

Whenever I tell anyone about our partnership with Round House, they always remark on how lucky we are and I really could not agree more. We are so looking forward to a second year in this great space and a second year as part of the artistic community of Montgomery County. Thank you again, for all that you have done to help us grow and move forward.

Best,

Julia Harman Cain
Managing Director, Forum Theatre

Danisha Crosby

From: Nick Olcott [nickolcott@mac.com]
Sent: Thursday, June 17, 2010 5:10 AM
To: Danisha Crosby; Blake Robison
Subject: Round House Theatre's contributions to the cultural life of Montgomery County

Dear Blake and Danisha,

I would like to write to you not as an artist who has worked at the Round House and who has benefited from its first-rate support and organization. I would like to speak for a moment as a longtime resident of Montgomery County.

Once again I want to thank Round House Theatre for its invaluable contributions to the cultural life of my community. I refer not only to the challenging and provocative work that Round House has produced in both its Bethesda and Silver Spring locations. (People in my neighborhood still discuss the lively debate the production of *Redcoats* provoked on our local listserv.) Nor do I stop at the theatre's incredible outreach work to our schools and youth. (I attended this year's Sarah Play, entirely created by area high school students and was astounded by the talent and commitment of these young people.) I can include what Round House does for our senior citizens. (I recently spoke to the Hey Day Players and realized once again what an exciting and vital program that is for a group of active and engaged seniors from our community.)

What I would particularly like to emphasize is the contribution that Round House has made in providing space for other companies. From my own Takoma Park's beloved experimental children's theatre, Lumina Studios, to one of the area's most exciting fledgling professional troupes, Forum Theatre, to the ambitious local dance company Contradiction Dance, to the nationally renowned Liz Lerman Dance Exchange -- all these groups have found the Round House open to them. As a result, their exciting and vibrant work has become available to the wide and diverse audience that surrounds the theatre in downtown Silver Spring.

As a board member of the Playwrights' Forum, an educational and support organization for playwrights that moved from the District of Columbia to Montgomery County specifically because of the support the County affords groups such as itself, I can attest to the Round House's contribution to our work. At no cost to the Forum, the Round House made space in its Education Center and the Silver Spring theatre available for a three-week-long play development festival we held two years ago. Because of the Round House's generosity, we were able to bring to the Silver Spring community a series of free readings of new plays. The eighty playwrights associated with the Forum benefited, but so did the wider community. Just as once example, neighbors of mine, leaders in Impact Silver Spring, attended the reading of a provocative play about racism worldwide and found the work exhilarating. They found issues about immigration and acceptance in the play addressed exactly the work they were undertaking in the community.

When County intended entrusted public buildings to the Round House Theatre's care, I believe it intended the Round House to become a home for artists both of both local and national prominence to enrich the cultural and economic life of our community. As a member of that community, I have watched Round House achieve that goal.

On behalf of all my neighbors in Takoma Park and Silver Spring, I want to thank the Round House Theatre.

Nick Olcott
501 Albany Avenue
Takoma Park, MD 20912



dog & pony dc
22 Sherman Circle NW
Washington, DC 20001
www.dogandponydc.com
info@dogandponydc.com

Blake Robison
Producing Artistic Director
Round House Theatre
P.O. Box 30688
Bethesda, MD 20824-0688

Dear Blake:

On behalf of the leadership of dog & pony dc and the ensemble of artists who participated in our first four productions, I want to express our sincerest and deepest gratitude to you and Round House Theatre for your support over the past two years.

As you know from early in your career, starting a company from the ground up is a Herculean endeavor. In the DC metropolitan area, adequate rehearsal space is at a premium. But when you add in the needs of our company, due to the physical and active nature of our work, it becomes near impossible to find and afford appropriate rooms. The generosity Round House extended to us in free and low-cost rent of studio space, as well as the access to occasional sound equipment and costume pieces, is what allowed us to produce our last two shows. Hands down. Without these high spectacle shows, the profile of the company would not have increased and we might not be producing today.

Over 60 local artists - performers, designers, musicians, choreographers - came through the doors at Round House's Silver Spring facilities to make work with dog & pony dc. Every one of them was impressed by the spaces and Round House's open arms to the community. We are so appreciative of Round House's commitment to treating a home for local artists through the Silver Spring programming and the E.Uthena. Thank you for your enthusiasm for our company and your support of our art.

Warmest Regards,

Rachel Grossman

For the co-producers of dog & pony dc: Wyckham Avery and Lorraine Rosinger

Danisha Crosby

Subject: FW: Thank you!!!

From: Jessica Burgess [mailto:jessiburgess@gmail.com]
Sent: Thursday, June 17, 2010 8:29 AM
To: Danisha Crosby
Subject: Thank you!!!

Blake Robison, Producing Artistic Director
Danisha Crosby, Associate Producer

Dear Blake and Danisha,

I am writing to thank you for the incredible opportunities that Round House Theatre has provided to me over the past four years.

In hiring me to assistant direct for Blake on two mainstage productions, you have created invaluable opportunities for me to learn about and deepen my craft. From inviting me to participate in the Artists Council and to attend several Board of Directors meetings, you have welcomed me into meaningful stewardship conversations from which I have gained many lessons in theatre leadership. As an emerging theatre director in the Washington DC area, opportunities to participate actively with a theatre of Round Houses size are rare. By welcoming and collaborating with artists at all stages of their careers into your company, Round House truly supports the current and next generation of artists in our community.

Round House has also supported my artistic endeavors by providing me free and low-cost space. As you know, finding space for rehearsal and performance is one of the biggest barriers in our community for emerging theatre artists. Over the past four years, you have generously shared rehearsal space at the Education Center with The Inkwell, my theatre company, helping us to focus on our creative product by easing our financial burden as we build our company. And now, by supporting my upcoming independent production of *Cherry Smoke* through The Kitchen, you are providing me an amazing artistic opportunity that I would otherwise not have in DC. By providing me not only with free rehearsal space but a two-weekend fully-produced run in the Black Box, you are creating a meaningful opportunity for me to grow and develop as an artist for which I am deeply grateful.

It is because of Round Houses invaluable support, guidance and mentorship that I am the artist and producer that I am today and the opportunities that you continue to create for me to learn and grow will shape the artist that I become tomorrow. I am deeply grateful for the opportunities and inspiration you have given and continue to give to me.

Many, many thanks,
Jessica Burgess

Karen Zacarias
PLAYWRIGHT

December 16, 2005

Mr. Blake Robison
Artistic Director
The Round House Theatre
PO Box 30688
Bethesda, MD 20824

Dear Mr. Robison:

I just wanted to take a moment to thank you, The Round House, and the Montgomery County Council for your tremendous support in helping area artists cultivate our craft.

My name is Karen Zacarias, and I am a local playwright; (my play THE SINS OF SOR JUANA won the Helen Hayes Award for Outstanding New Play in 2000). Late this fall, I worked at the Round House's Silver Spring space with director Nick Olcott and six local actors for eight hours on the development of my new play: THE BOOK CLUB PLAY.

I cannot tell you how much it helped having access to a warm, inviting, safe space! We made more progress in one day than I usually make in six months. Renting a large, cozy, yet isolated room like yours for an un-interrupted 8 hour day would be impossibly expensive, especially for an artist/school teacher like me. The fact that you provided it for free is a true gift, not only to me, but to the other artists involved.

Thanks to the progress we made in your room, I was able to confidently travel to Minneapolis for a reading of the play. The response was wonderful. How exciting to know that the work we did in a quiet room in Maryland made a room of people roar in Minnesota! In fact, theaters in the region and across the country have asked for the play!

Please know that as I send out this work, that I am crediting The Round House Theatre as a partner in its development. There is nothing more valuable to the artistic process that space and time...and you and the people of Montgomery County have graciously provided both.

Soon, I hope The Round House will be known, not only as an award-winning theater that it is, but a unique starting point for New Works for the American Theater.

Thank You


Karen Zacarias

cc: Montgomery Council Members (next page)

CC:

Mr. Doug Duncan, County Executive

and

Montgomery Council Members

Mr. Phil Andrews

Mr. Howard Denis

Ms. Nancy Floreen

Mr. Mike Knapp

Mr. George Leventhal

Mr. Tom Perez

Ms. Marilyn Praisner

Mr. Steve Silverman

Mr. Mike Subin

*Thank you for supporting
the Arts!
Raver Jackson*



March 5, 2006

Mr. Blake Robinson
Producing Artistic Director
Round House Theatre
8641 Colesville Road
Silver Spring, MD 20910

Dear Mr. Robinson:

When Lumina Studio Theatre was named as an Arts Partner with Round House Theatre, the Lumina family/community was thrilled. Having access to a professional facility in the heart of our own neighborhood has been wonderful.

Lumina has staged three productions at Round House Silver Spring since the collaboration began - *The Life and Adventures of Nicholas Nickleby*, *A Midsummer Night's Dream* and *Macbeth*. Using Round House has enabled us to delight over 1,300 people, youth and adults, with each production. Round House has afforded Lumina the opportunity to give its actors a "real theatre" experience.

The staff at Round House is always professional and courteous and supports our endeavors in every way possible from front-of-house assistance to lighting plot adjustments.

We are honored to be a Round House Arts Partner. Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Jillian Raye".

Jillian Raye
Artistic Director
Lumina Studio Theatre

705 Boston Avenue, Takoma Park, MD 20912
Phone: 301-589-1941 Email: threefates@aol.com
www.luminastudio.org

Danisha Crosby

From: Kelly Mayfield [kellemay1um@mac.com]
Sent: Wednesday, November 19, 2008 11:43 AM
To: Danisha Crosby
Subject: Re: Thank You

Danisha,

CONGRATULATIONS!!! I hadn't heard a word! Welcome to the mommy-club :) Working artist mom's are a rare and spectacular breed of folk, I'm so excited for you and your family. I hope you're getting some rest and taking care of yourself, too.

The SS series was a great experience for us, all around. I hope we can perform again in the space - knowing what we now know - and to do it all better. :) The concert resulted in our first investor for the studio and a swelling of community support and volunteer resources. I can't even begin to thank you, Blake, and everyone at Round House for that... it's indescribable. We are in a place of greater security and new beginnings as the New Year approaches.... in large part due to our ability to present our art - and Round House made that possible.

Cheers to you!

k.k. :)

Kelly Mayfield
240.475.7570

Danisha Crosby

From: rotsky@aol.com

Sent: Tuesday, December 02, 2008 11:16 AM

To: Andrea Locke; Danisha Crosby; Eric Knauss; Hana Sellers; Jenn Schwartz; Michele Turner; Julie Scoville; Czarkris@aol.com; shawnpaulnorthrip@gmail.com; Blake Robison

Subject: thanks and appreciation

Many, many thanks to everyone here at Bouncing Ball for a wonderful weekend of rather inappropriate fun. We had a great time up in land of Silver Spring and are so appreciative of all the time and effort that went into this project from the many corners of the Roundhouse family. We hope it was a success for you guys--and that not too many patrons were scarred by the experience:)

It's a visionary idea for you guys to be doing this at a time when any risk-taking is scary risk-taking, and I applaud everyone for that as well.

Many, many thanks, and I look forward to seeing everyone again!

Happy Alice opening.

Best,

Shirley Serotsky



The Smithsonian Associates

Blake Robison, Director
Round House Theatre Company

March 7, 2006

Dear Blake,

We are now at the midpoint of our second season of partnership with Round House Theatre, bringing The Smithsonian Institution's Heritage Month offerings to Maryland in your wonderful black box space in Silver Spring. I wanted to take a moment to reflect on a perfect partnership and thank you for providing a great place for Maryland children to 'come to the Smithsonian' -- right around the corner from their schools and homes!

As you may know, the Smithsonian's Discovery Theater has provided the children of the Metro region with low cost, high quality museum theatre programming generated on the National Mall since 1979, with an annual attendance of approximately 50,000 children and their adults. When we decided to take the Latino, African American, First Nations and Asian Pacific programs into the community, we were very cautious; searching for an organization that already exhibited the highest artistic standard and a real commitment to community in their programming and activities as potential partners. The Smithsonian usually seeks this kind of partnership in the academic and museum world, applying rigorous standards of quality and merit.

We found that partner at Round House. Your intellectually stimulating, beautiful, inventive theatre is absolutely on par with museum programming, and your understanding of community and search to explore the changing face of our region matched our mission perfectly. Both organizations had to reinvent procedures to accommodate the other, and remain flexible and patient as we worked out the kinks. But, after over two seasons of presenting SI programs within RHT walls, we believe we have just started to explore a tremendously fruitful partnership, still just a fraction of what it can be. RHT is definitely museum quality!

We always begin our seating of children with a riddle: "How do you get a 'Black Box' in a 'Round House'?! The children love this and go into the space to see if they can figure it out... and are ever amazed at the sight of the wonderful space-- their theatre-for-a-day. We are thrilled to introduce your building to our audience of children, sending RHT information to their parents so they can share their enthusiasm for the experience of theatre-going. I think the question might actually be: "How do you fit whole The Smithsonian Institution into The Round House Theatre?!" With this partnership, I think we have begun to figure it out.

Thank you for your support, thank all your staff for their attention and time every day we are with you, and thank you for the excellent and flexible space you have provided. More importantly, the children thank you for the opportunity to come to the theatre and the museum, both at the same time.

Sincerely,

Roberta Gasbarre, Director
Discovery Theater
The Smithsonian Associates
www.DiscoveryTheater.org

Rick Foucheux
2912 Woodstock Ave.
Silver Spring, MD 20910

March 2006

Ms. Danisha Crosby
PO Box 30688
Bethesda, Maryland 20824-0688

Dear Danisha,

Leslie and I wanted to take a moment to express our deep appreciation for Round House's support during the incubation of our new play. Sadly, space for the arts is getting scarce and sold at a premium. Having free Round House resources available to us proved invaluable to the process.

What is truly exciting is that your support has allowed us to bring our work full circle as we prepare to premiere "The Director" next season in the black box theatre. As a longtime Silver Spring resident, I am especially proud that I will be able to work in my own community and show off all that our renovated downtown area has to offer.

Bravo to Round House!

Sincerely,

A handwritten signature in black ink that reads "Rick". The signature is fluid and cursive, with a long horizontal line extending to the right.

Rick Foucheux

John W. O'Boyle
29 Hatton Drive
Severna Park, MD 21146
(410) 421- 5410

January 24, 2006

Mr. Blake Robison
Producing Artistic Director
Round House Theatre
PO Box 30688
Bethesda, MD 20824

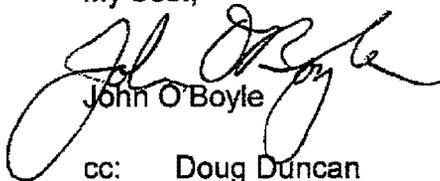
Dear Blake,

I enjoyed being introduced to you at the first preview of "Frog and Toad" by Nick Olcott. I would also like to once again thank you and commend you for the leading role Round House has taken in helping to develop new works for the theater. There are few opportunities for an unproduced playwright to hear his lines from professional actors guided by a professional director. In the case of a musical the opportunities are fewer, while the problems to be addressed are exponentially greater.

Nick Olcott led a developmental reading of my musical, "Playing God," this past October at the Education Center. I spent a day reading and discussing the script with Nick and a cast of equity actors while listening to a recording of the music. It is the single most helpful event in my journey to bring this work to a stage. Musicals are not written as much as they are developed. Round House is unique in its willingness to support local creative artists in this manner.

Montgomery County once again takes a leadership role both in its support of the arts and in its support of Maryland artists. Round House is utilizing the county owned facilities in an enlightened manner that gives us all encouragement. I would hope that you receive ongoing support to continue doing the wonderful things that you are doing.

My best,


John O'Boyle

cc: Doug Duncan
Phil Andrews
Howard Denis
Nancy Floreen

MASTER LEASE AGREEMENT
BETWEEN THE ROUND HOUSE THEATRE, INC.
AND MONTGOMERY COUNTY, MARYLAND

THIS MASTER LEASE AGREEMENT (the "Lease") is entered into this 21st day of June, 2004 between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and ROUND HOUSE THEATRE, INC., a non-profit corporation organized under the laws of the State of Maryland ("ROUND HOUSE").

RECITALS

RECITAL 1. The County is a political subdivision with home rule powers and governmental functions. One governmental function of the County's is the provision of public recreation and cultural enhancement for the citizens and businesses of Montgomery County, Maryland.

RECITAL 2. The County owns a building in Downtown Silver Spring known as the Silver Theater and Annex Addition located at 8633 and 8641 Colesville Road in Silver Spring, Maryland as more particularly described in Exhibit A. A portion of the building, with an address of 8641 Colesville Road, is hereby leased to ROUND HOUSE as Tenant as shown on Exhibit A-1. It is expressly understood that a portion of the Silver Theatre and Annex Addition is leased to the American Film Institute. This area is delineated on Exhibit A-1 and is specifically excluded from the leased premises. The premises demised to ROUND HOUSE is referred to as the "Theater."

RECITAL 3. The County owns a building in Downtown Silver Spring known as the Wayne Avenue Garage located at 925 Wayne Avenue in Silver Spring, Maryland. A portion of the building comprising the Wayne Avenue Garage is hereby leased to ROUND HOUSE as Tenant as shown on Exhibit A-2. The premises demised to ROUND HOUSE in the Wayne Avenue Garage building is referred to as the "Round House Theatre Education Center."

RECITAL 4. The Theater and the Round House Theatre Education Center are located

and included in an area designated for urban renewal by the County pursuant to its authority under Montgomery County Code 1994 as amended, Section 56-10 *et seq.*

RECITAL 5. The County has entered into a General Development Agreement dated April 20, 1998, as amended with PFA Silver Spring, LLC ("PFA") for the redevelopment of the retail urban renewal area in accordance with the Amended Urban Renewal Plan adopted by the County.

RECITAL 6. The County has contracted with PFA to provide the design and construction of the Theater and the Round House Theatre Education Center.

RECITAL 7. ROUND HOUSE is a not-for-profit organization dedicated to the live performing arts and education in furtherance of the performing arts.

RECITAL 8. ROUND HOUSE desires to support the downtown areas of Montgomery County by locating its theatres and schools in these areas.

RECITAL 9. ROUND HOUSE is currently locating its mainstage in downtown Bethesda (the "Mainstage"), and is locating a live stage in downtown Silver Spring at the Theater (the "Livestage") along with a school for the performing arts at the Round House Theatre Education Center and offices and classrooms to be located in the Civic Building to be constructed in the Silver Spring Urban Renewal Area (collectively, the educational and other programs and operations at the Civic Building and in the Wayne Avenue Garage retail space are referred to as the "Theatre School"). The Mainstage, Livestage and Theatre School, along with any other ROUND HOUSE operations or programs in Montgomery County are referred to herein as the "ROUND HOUSE Facilities."

RECITAL 10. The space in the Civic Building to be occupied by the Theatre School will be added to this Master Lease by amendment (in accordance with the terms of such amendments) when it is completed and ready for occupancy.

RECITAL 11. The County is supporting ROUND HOUSE in its overall mission as described above through favorable lease terms for the ROUND HOUSE Facilities. In recognition of the significant support of ROUND HOUSE's endeavors by the County, the parties agree that if ROUND HOUSE's collective operations of, and at, the ROUND HOUSE Facilities are self-sufficient, then rental shall accrue for the Theater at 25% of any Net Revenues (defined below) beyond ROUND HOUSE's then current expenses and Goal for the Operating Reserve

Fund and Endowment Account (defined below).

RECITAL 12. The State of Maryland has approved the County's request to designate a portion of the Silver Spring Central Business District (including the location of the Theater) as an Arts and Entertainment District. ROUND HOUSE and the County intend that the Theater be used to support and further implement the County's governmental objective of providing recreation and cultural enhancement programs. In furtherance of this objective, ROUND HOUSE will use the Theater to present and program live performances, and ROUND HOUSE will use the Round House Theatre Education Center and the Theatre to present educational programs that encourage the development of live theater as an art form, all as further described in Exhibit B. The educational uses and programming will be targeted to a broad audience including, but not limited to Montgomery County Public Schools and will include training in all areas of the theater: performance, technical development, applied practical education, teamwork skills, and imbuing all with the sense of achievement that live performance brings.

RECITAL 13. The Theater has been designed and constructed as part of the Redevelopment Project in accordance with the design shown on the Theater Plans which have been reviewed and approved by ROUND HOUSE and which reflect the ROUND HOUSE corporate mission.

RECITAL 14. The Round House Theatre Education Center has been designed and constructed in accordance with the design shown on the Round House Theatre Education Center Plans which have been reviewed and approved by ROUND HOUSE and which reflect the ROUND HOUSE corporate mission.

RECITAL 15. ROUND HOUSE and the County desire to enter into this Lease upon the terms and purposes herein stated.

NOW THEREFORE in consideration of ROUND HOUSE's providing the services described in Exhibit C (the "ROUND HOUSE Services") and in consideration of the terms and conditions of this Lease, the County agrees to lease the Theater and the Round House Theatre Education Center to ROUND HOUSE and ROUND HOUSE agrees to lease the Theater and the Round House Theatre Education Center from the County. The terms of the lease are as follows:

1. DEFINITIONS:

(a) **Affiliate** means any person or entity, whether for profit or not-for-profit, or public or

HOUSE and ROUND HOUSE leases the Theater and the Round House Theatre Education Center from the County. The Theater is being leased to ROUND HOUSE with the equipment and fixtures listed on Exhibit K.

4. TERM

Unless earlier terminated due to default of this Lease by ROUND HOUSE or due to termination for convenience as provided in Article 6, the initial term of this Lease is approximately ten (10) years commencing on the Lease Commencement Date and expiring on June 30, 2014. Unless extended pursuant to the provisions of Article 5 hereof, the term will expire at midnight on June 30, 2014.

5. RENEWALS

Provided that the early termination rights described in Article 6 have not been exercised, upon conclusion of the initial lease term cited in Article 4 or any extension pursuant to this Article 5, this Lease shall be automatically renewed upon the same provisions and conditions, except as stated herein, or as then in effect through amendment to the Lease, for up to four (4) additional, consecutive ten (10) year terms. The parties may agree by amendment to this Lease to additional renewal periods in addition to those provided for in the preceding provisions of this Article.

6. TERMINATION FOR CONVENIENCE

(a) **Termination by the County.** The County may terminate this Lease for any or all of the ROUND HOUSE Facilities covered by this Lease for convenience upon not less than twelve (12) months Notice to ROUND HOUSE. The Lease, or its applicability to any of the ROUND HOUSE Facilities, shall terminate on the date specified in the notice and ROUND HOUSE shall deliver the premises to the County in accordance with the provisions of Article 34. The County will work with ROUND HOUSE to ensure that the date of any such termination for convenience does not occur while there is any outstanding Program scheduled for the Theater. Once the County provides any such Notice of termination for convenience, ROUND HOUSE must not schedule any new Programs beyond the date given in the Notice for such termination.

(b) **Termination by ROUND HOUSE.** ROUND HOUSE may terminate this Lease, or its

applicability to any ROUND HOUSE Facilities expressly subject to this Lease, upon twelve (12) months advance written notice to the County. The Lease, or its applicability to any of the ROUND HOUSE Facilities, shall terminate on the date specified in the notice and ROUND HOUSE shall deliver the premises to the County in accordance with the provisions of Article 34.

7. CONSIDERATION

(a) **Base Rent.** In consideration of ROUND HOUSE providing the ROUND HOUSE Services to reasonable standards of excellence for non-profit live stage, theater and public programming, and theater education programs, the County leases to ROUND HOUSE at no monetary rental the Theater and the furniture, fixtures and equipment, if any, listed in Exhibit K and the Round House Theatre Education Center. The parties agree that rent is being provided by ROUND HOUSE by performance of the ROUND HOUSE Services which are supported by ROUND HOUSE's expertise, and the good will of the ROUND HOUSE name and brand, and "in kind" payment is being made for the ROUND HOUSE Services by the County's construction of the Theater and the Round House Theatre Education Center and the entering into this Lease for the Theater and Round House Theatre Education Center. ROUND HOUSE shall commence Round House Services (scheduling on a year round basis) within ninety (90) days following the Lease Commencement Date as applicable to the Theater and the Round House Theatre Education Center.

(b) **Additional Rent.** ROUND HOUSE shall engage in fundraising as necessary so that it can provide ROUND HOUSE Services on a full time basis, year round and attempt to attain Self Sustaining Operations. In the event that ROUND HOUSE achieves Self Sustaining Operations, ROUND HOUSE shall, as additional rent, pay the County, twenty-five percent (25%) of the Net Revenues within one hundred and ninety-five (195) days following the commencement of the Fiscal Year immediately following the Fiscal Year in which the Net Revenues were realized. Other sums of money due and owing under this Lease are also additional rent and shall be paid within thirty (30) days Notice that such sums are due under the Lease. The County shall provide ROUND HOUSE with copies of backup information necessary to explain the determination of any such additional rent.

(c) **Further Consideration.** As further consideration for this Lease and to aid the County in furthering the development of arts and entertainment and economic development

within Montgomery County, ROUND HOUSE agrees to provide the County with the following: Two (2) complementary (no charge) tickets to all Public Programs, provided ROUND HOUSE may reissue any such complementary tickets which are not claimed (picked up or requested to be held in "will call" for pickup) by the County within twenty-four (24) hours of such Program. Further, for Public Programs with a performance period that is greater than seven (7) days, the County may purchase up to five percent (5%) of the total tickets available for such Public Program at the lowest price (whether for members, students, seniors or otherwise) charged by ROUND HOUSE (or on ROUND HOUSE's behalf) for tickets for such Public Program. To avail itself of this reduced rate, the County must purchase such tickets at least thirty days prior to the date of the Public Program for which the tickets are purchased. The mutual terms and conditions of this Lease are further consideration by each party to enter into this Lease.

(d) **Material Inducements.** The parties agree that the consideration recited herein is sufficient and that the base rent, additional rent and further consideration are all material inducements to the County to enter into this Lease..

8. THEATER FACILITIES REVENUES AND ANNUAL BUSINESS PLAN

(a) **Revenues.** ROUND HOUSE must develop programs and provide the ROUND HOUSE Services and shall operate the Theater and the Round House Theatre Education Center in a manner that is consistent with ROUND HOUSE's purpose. ROUND HOUSE shall operate the ROUND HOUSE Facilities, including the Theater and the Round House Theatre Education Center in a manner that is reasonably intended by ROUND HOUSE to ultimately generate sufficient Revenues to achieve and maintain Self Sustaining Operations. ROUND HOUSE makes no representations or warranties that Self Sustaining Operations will ever be achieved or, if achieved, maintained during the term (or any renewals) of this Lease. Failure to achieve Self Sustaining Operations will not be a default by ROUND HOUSE unless it is due to a failure to provide ROUND HOUSE Services or to operate the ROUND HOUSE Facilities. Nothing herein is intended to compromise ROUND HOUSE in its programming or pursuit of its currently chartered purposes.

(b) **Preliminary Annual Budget Plan and Annual Budget Plan.** By February 1st of each year for the following Fiscal Year, ROUND HOUSE must provide the County with its

Preliminary Annual Budget Plan and supporting documentation, including but not limited to an annual operating plan, and its most recently completed financial statement that includes Endowment Account and Restricted Account balances. ROUND HOUSE shall provide the County with such other supporting documentation as the County may reasonably request. ROUND HOUSE must provide the County with its Annual Budget Plan by April 1st of each year.

(c) **Allocation of Net Revenues.** The parties acknowledge that the ROUND HOUSE operates as a not-for-profit enterprise, however, in any Fiscal Year in which there are Net Revenues, ROUND HOUSE and the County agree that Net Revenues shall be distributed first to maintain any required balance in the Endowment Account and the Operating Reserve Fund, second to repay any loans from the County, third to pay additional rent as described above, and then any remaining Net Revenues shall be retained by ROUND HOUSE.

9. **OPERATING RESERVE FUND**

The parties agree that ROUND HOUSE will establish the Operating Reserve Fund, which shall be funded from Net Revenues, if any, and other sources as deemed appropriate by ROUND HOUSE. The Operating Reserve Fund shall be established and maintained to pay for: (a) necessary capital repairs to ROUND HOUSE Facilities and replacements of furniture, fixtures and equipment necessary to provide the ROUND HOUSE Services; (b) maintenance of any of the ROUND HOUSE Facilities beyond that budgeted for a given Fiscal Year by the County or ROUND HOUSE and (c) ongoing development of Public Programs and other ROUND HOUSE Services at the Theater, Round House Theatre Education Center, and any other ROUND HOUSE Facilities. The Operating Reserve Fund shall be maintained by ROUND HOUSE in separate, interest-bearing accounts at a bona fide federally insured financial institution. ROUND HOUSE intends to maintain six (6) months of operating expenses in the Operating Reserve Fund. Disbursements shall be made from the Operating Reserve Fund in amounts and for purposes Approved by the parties. If any sums remain in the Operating Reserve Fund upon the expiration of the Lease Term or termination of the Lease for other than the Convenience of the County as provided in Article 6(a), and there are no programmed or anticipated capital repairs to any of the ROUND HOUSE Facilities, the Operating Reserve Fund shall be distributed as follows: first, to pay expenses related to the ROUND HOUSE Facilities,

second, to reimburse the County any outstanding amounts it may have loaned to ROUND HOUSE; and third, twenty-five percent (25%) of the remaining funds to the County and the remaining seventy-five percent (75%) to ROUND HOUSE.

10. **RECORDS AND REPORTING**

(a) **Books and Records.** ROUND HOUSE shall maintain and keep, or shall cause to be maintained and kept, in accordance with GAAP full and accurate books and records at the Theater, at ROUND HOUSE's headquarters, or at such other location as shall be Approved by the County, of all Expenses, Revenues, Excluded Expenses and Excluded Revenues, the ROUND HOUSE Account, the Operating Reserve Fund, Endowment Accounts and Restricted Accounts related to the ROUND HOUSE Facilities and of all business conducted or transacted in, upon, from, or relating to the ROUND HOUSE Facilities (the "Books and Records"). ROUND HOUSE shall make available to the County upon reasonable request the Books and Records. ROUND HOUSE shall retain and maintain the Books and Records for no less than five (5) years after the end of the Fiscal Year for which they account. At the County's option and expense it may have an audit prepared of the Books and Records described above and ROUND HOUSE shall make the Books and Records available for that purpose.

(b) **Annual Financial Statements.** ROUND HOUSE shall provide the County with a copy of ROUND HOUSE's annual financial statements relating to the Revenues, Expenses, Excluded Revenues, Excluded Expenses, outstanding amounts drawn from the Endowment Accounts and Restricted Accounts maintained in connection with the ROUND HOUSE Facilities, Naming Rights Agreements and the Operating Reserve Fund. The annual financial statements must be prepared in accordance with GAAP and shall be audited by ROUND HOUSE's certified public accountants. In the event that the County wishes to have an additional audit performed by an accounting firm Approved by the County, it may do so at the County's expense. The financial statements are to be prepared at ROUND HOUSE's expense and provided to the County within one hundred and eighty (180) days after the end of the Fiscal Year.

11. **USE OF THE THEATER AND ROUND HOUSE THEATRE EDUCATION CENTER**

It is understood and agreed between the parties that the use of the Theater and the Round House Theatre Education Center is for provision of the ROUND HOUSE Services by ROUND HOUSE. ROUND HOUSE agrees to use, occupy and operate the Theater and the Round House Theatre Education Center solely for the purposes set forth in this Article and in accordance with Exhibit C. The Theater and the Round House Theatre Education Center may not be used in any manner or for any purpose that is in violation of Applicable Law. The use of the Theater and the Round House Theatre Education Center are limited to the following purposes as set forth in subsections (a)-(g), inclusive, of this Article 11 and in accordance with Exhibit C:

- (a) The exhibition, transmission, and production of live theater, music productions and other performing arts;
- (b) Educational programs and community outreach programs specifically related to the foregoing subparagraph (a);
- (c) Other activities and purposes specifically related to the current charter of ROUND HOUSE;
- (d) Any and all other reasonable purposes ancillary thereto, and in support thereof, including but not limited to the establishment of office space, creation and maintenance of lobby exhibits and displays, prop construction and maintenance, the operation of concession stands and a café, all as depicted on the Theater Plans, retail sales and/or rentals related to ROUND HOUSE productions, and the operation and maintenance of production and editing facilities (subject to the provisions of Article 16.c.2 below), provided that any such use does not interfere with the provision of ROUND HOUSE Services and does not substantially reduce any of the seating located in the Theater. Such uses must be in support of ROUND HOUSE's providing of the ROUND HOUSE Services;
- (e) Retail sales permitted (but not required) in sub-article (c) above shall only include the sale of merchandise relating to ROUND HOUSE's current charter, ROUND HOUSE productions, or the ROUND HOUSE Services as described in Exhibit C, including but not limited to, the sale of production memorabilia, apparel and promotional merchandise, the sale of books related to live theater, performing arts or music productions and/or rental of prerecorded audio and/or video products, audio and/or video

software, CD Interactive and CD ROM Systems, and entertainment and other software related to live theater, performing arts or music productions, as well as sales related to a Closed Event (but only during the Closed Event), and the sale of merchandise from sponsors of Programs (but only during the Program event) and merchandise related to Programs (nothing herein gives ROUND HOUSE the right to sell any property belonging to the County or to sell any other merchandise at the Theater);

(f) For fundraising activities related to the ROUND HOUSE Services, and the ROUND HOUSE Facilities; and

(g) Licensing of the Theater, or portions thereof for a Closed Event for income generating purposes associated with ROUND HOUSE's use, occupancy and operation of the Theater and the provision of ROUND HOUSE Services.

12. INDEMNIFICATION FOR ARTISTIC CONTENT

The County hereby acknowledges and agrees that it will have no approval rights with respect to the artistic content of the use of the Theater or the Round House Theatre Education Center. ROUND HOUSE shall be solely responsible for, and shall indemnify and hold the County harmless from and against any and all claims, liabilities, demands, suits, cause or causes of actions, judgments, obligations, fines, penalties, costs and expenses and reasonable attorneys' fees suffered or incurred by the County and/or arising out of, or in any way connected to any claims, suits or proceedings brought against the County based on the artistic content of the use of the Theater or the Round House Theatre Education Center by ROUND HOUSE or anyone permitted by ROUND HOUSE to use the Theater or Round House Theatre Education Center. This indemnification shall also apply to any claims of direct or indirect infringement of any intellectual property rights or claims. This indemnification does not apply to any use of the Theater by the County pursuant to Article 23 below.

13. NAMING RIGHTS

Provided that the tax exempt status of the County's financing of the Theater or the Round House Theatre Education Center is not jeopardized, ROUND HOUSE shall have the right to enter into one or more Naming Rights Agreements to name furniture, fixtures, equipment, rooms, walls and other elements comprising the Theater or the Round House Theatre Education

fails to make payment of any tax provided for herein, at the County's option, it may pay such tax and ROUND HOUSE shall owe the full amount of such payment as additional rent to be paid within thirty (30) days of demand for payment. Any and all taxes paid by ROUND HOUSE on behalf of the Theater or the Round House Theatre Education Center or their respective operations hereunder shall be included, without limitation, into the definition of Expenses.

21. LIENS, CLAIMS OR ENCUMBRANCES

- (a) ROUND HOUSE shall at all times keep the Theater and the Round House Theatre Education Center free and clear of mechanic's, materialmen's and other liens, and of all charges, claims and encumbrances caused or created by ROUND HOUSE or anyone claiming through or under ROUND HOUSE.
- (b) If any mechanic's or other lien shall at any time be filed against the Theater or the Round House Theatre Education Center for work performed by or for ROUND HOUSE, ROUND HOUSE shall either cause the same to be discharged of record within thirty (30) days after the date of filing of the same, or, if ROUND HOUSE shall desire to contest any such lien, ROUND HOUSE shall, within thirty (30) days after the date of the filing of the lien, furnish to the County security in the amount of the claim, plus costs and interest, or shall procure a bond in such amount from a reputable bonding company. The final judgment of any court of competent jurisdiction, including any appeal rights, determining the validity and/or amount of any such lien must be immediately discharged.
- (c) Failure to make such payment shall be construed a material breach of this Lease. The County is not required to pay for or bond off any such lien; however, if it does so, any amount expended by the County shall be construed as additional rent to be paid by ROUND HOUSE within thirty (30) days of demand.

22. THEATER AND COMMUNITY INPUT

ROUND HOUSE agrees to meet and confer at least one time per year with the Silver Spring Citizen's Advisory Board and the Montgomery County Arts and Humanities Council about matters involving the ROUND HOUSE Services and the Theater. It is understood that such meetings are for consultation only and ROUND HOUSE is not bound to implement any suggestions or comments made in these meetings. Upon request by the County, ROUND

HOUSE will meet up to two additional times per year with either group or with a representative of the County.

23. COUNTY USE OF FACILITIES

ROUND HOUSE shall permit the County, without charge, to make use of the Theater for public events at least two days per calendar year and to make use of the Round House Theatre Education Center for public events or meetings at least 4 days per calendar year. These events/meetings shall be set up in coordination with ROUND HOUSE. The County will be responsible for the coordination, staffing, set-up and removal of any facilities and equipment necessary to implement these events. The County is responsible for cleaning up after its uses of the Theater and/or the Round House Theatre Education Center. The failure of the County to use the Theater or the Round House Theatre Education Center as provided herein during any year shall not constitute a waiver of the County's right to use the Theater or the Round House Theatre Education Center in any subsequent calendar year. The County will provide ROUND HOUSE with as much advance Notice as is practicable when it intends to use the Theater or the Round House Theatre Education Center under this Article. The County's rights hereunder may at no time interfere with any prescheduled event or rehearsal at the Theater or at the Round House Theatre Education Center, as applicable. ROUND HOUSE agrees to exercise reasonable efforts to coordinate its schedule with any use of the Theater or the Round House Theatre Education Center requested by the County under this Article.

24. CAPITAL IMPROVEMENTS AND ALTERATIONS

ROUND HOUSE must not undertake any alterations, changes, improvements or additions to the Theater or the Round House Theatre Education Center without the prior Approval of the County which the County may exercise in its sole and absolute discretion. The County's failure to respond within forty-five (45) days to a properly submitted request under this Article will be deemed to be disapproval of the request. Once the Approval of the County has been obtained, ROUND HOUSE must comply with all restrictions relating to the Theater or the Round House Theatre Education Center, as applicable, and must obtain all necessary permits for any alteration, change, improvement or addition. ROUND HOUSE must comply with all applicable laws and regulations. ROUND HOUSE must make any Approved alteration, change,

Exhibit C

Round House Services

The Theater will be programmed, operated and managed by ROUND HOUSE to operate first and foremost as a performing arts theater, including rehearsal and performances as well as use as an educational center offering classes and training in the theater and related arts. The Round House Theatre Education Center will be programmed for education as stated below. Some of the programming may be achieved through partnership with other professional arts organizations. Programs at the Theater and at the Round House Theatre Education Center may include:

- Performances of plays and musicals
- Play readings and other developmental work
- Programs for families
- Classes during the school year, for adults and children which teach the process of creating theatre and using imagination, including but not limited to, performance, technical development, applied practical education, and teamwork skills. Educational programming will be available to enrollees in ROUND HOUSE classes.
- Summer programs for children that teach theatre and provide an opportunity for performance in the Silver Spring theatre
- Performances for High School audiences
- Children's series
- Music and dance series.
- Opportunity for High School students to perform through the Annual Sarah Play
- Exhibitions of films
- Conferences, meetings and events for cultural and recreational purposes

Each year Round House will submit with the Annual Budget Plan, the programming of the Theater and the Round House Theatre Education Center for the ensuing year.

**Community Use of Public Facilities
FY 11 (7/1/10-6/30/11) Hourly Fee Schedule**

 Rooms	County				Commercial & Out-of-County
	Personal & Small Enterprise		Community Service		
	M-Th am/pm Fri until 5pm	Fri after 5pm Sat/Sun/Holiday	M-Th am/pm Fri until 5pm	Fri after 5pm Sat/Sun/Holiday	
Great Hall – Full	\$250	\$400	\$200	\$300	\$450
Great Hall – Half	\$125	\$200	\$100	\$150	\$225
Atrium	\$40	\$45	\$35	\$40	\$60
Large Activity Room Gallery, Ellsworth, Round House, Fenton	\$45	\$50	\$40	\$45	\$75
Small Conference Room Ellsworth divided, Colesville	\$30	\$35	\$25	\$30	\$45
Warming Kitchen (No cooking on premises)	\$25	\$35	\$20	\$30	\$40
Courtyard	\$30	\$40	\$25	\$35	\$45
Rooms as additional units (excludes Great Hall)	\$25	\$35	\$20	\$30	\$40
Veterans Plaza	Call for information				

Meeting rooms: Hourly rates include staff coverage.

Great Hall: Hourly rates include event supervisor, building service worker and security coverage.

Add one hour before and after event for set-up and clean-up costs for special events and Great Hall use.

Note: 4-hour minimum applies to weekend (Friday after 5pm through Sunday) and special event use.

FEE CATEGORY DEFINITIONS	
Personal and Small Enterprise <ul style="list-style-type: none"> • Program by community group or nonprofit charging participant a fee • Nonprofit event, e.g., recognition ceremony • Fundraiser • Personal use, e.g., party/personal celebration • Small enterprise activity by a Local Small Business Reserve Program eligible business • Special Events: Events in Great Hall or Veterans Plaza requiring advance planning & coordination of support services by the County 	Community Service (civic/public good discount) <ul style="list-style-type: none"> • County tax-supported public agency • Community group and nonprofit organization scheduling meetings or offering free/minimal cost programming (civic associations, scouts, homeowner associations, clubs, etc.) • Community service (activity not for personal or organizational gain or benefit) Commercial & Out-of-County <ul style="list-style-type: none"> • For-profit entity not eligible for Local Small Business Reserve Program status • Non-resident applicant or organization, or primary organization or business location is not in Montgomery County • Less than two-thirds of participants in a program are non-County residents

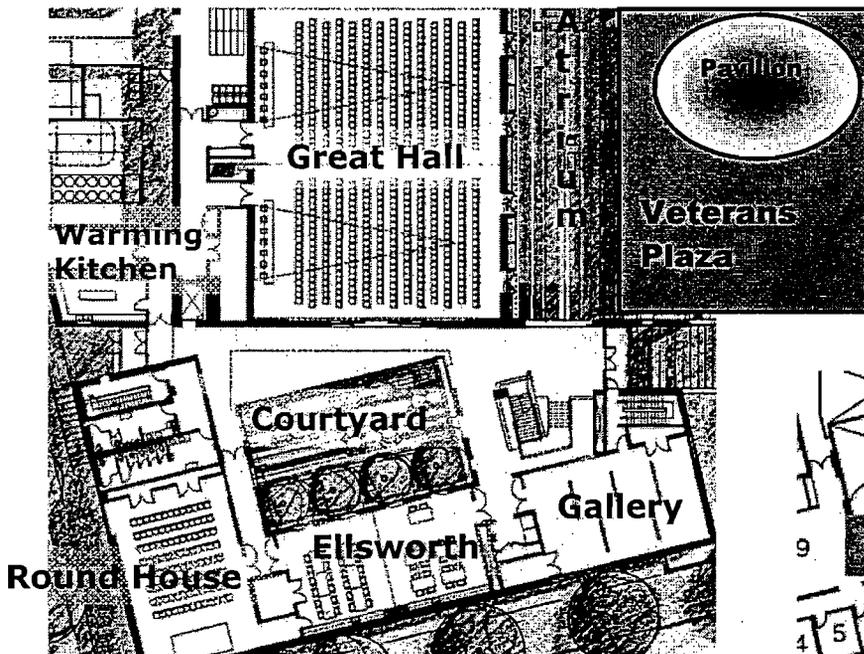
Its SIMPLE!

1. Submit application form (www.montgomerycountymd.gov)
2. Visit the building or speak with Building staff about your needs
3. Review and confirm your tentative permit
4. Payment according to terms on permit (Check, Visa or MasterCard)
5. Have FUN!
6. Security deposit returned (as applies)

WHEN ADDITIONAL STAFF AND SERVICES ARE NEEDED:

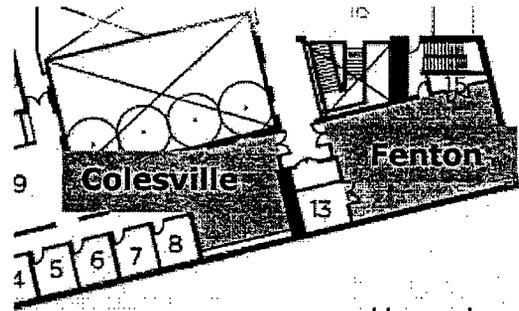
	MINIMUM HOURS	PER HOUR
Security Officer	4	\$35
Building Services Worker	4	\$25
May be required for large/extensive special events		
Other FEES		
Equipment (includes set up)	Minimum Hours	Per Use
Portable microphone	0	\$25
Sound/projection system	0	\$50*
Riser (low stage)	4	\$250 (add \$50 per hour over 4 hours)
<i>*If the services of an audio-visual technician is required, fees will be based on actual cost of service</i>		
SPECIAL EVENTS		
Security Deposit - Great Hall	\$500 (refundable) additional charges apply for extended use	
Great Hall or Veterans Plaza Special Event Confirmation Fee (non-refundable)	\$250 per application (applied to facility cost if event occurs as scheduled)	
TERMS		
Full payment for use of conference and activity rooms is required at the time of confirmation. A 50% down payment to include confirmation fee and security deposit will be required upon final confirmation of special events. The balance is due 30 days prior to the event. VISA and MasterCard accepted.		

Main Level



Amenities

- ✓ Large ballroom configurable to multiple uses
- ✓ Close to public transportation & parking
- ✓ Use your own caterer
- ✓ WiFi and data ports throughout
- ✓ Dual projection systems in Great Hall with simultaneous display capability in conference rooms
- ✓ Wood flooring throughout
- ✓ Veterans Memorial and open plaza



Upper Level





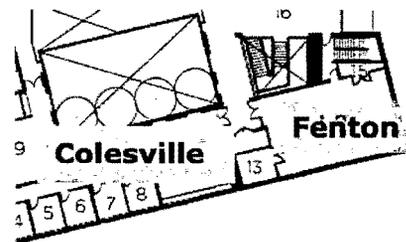
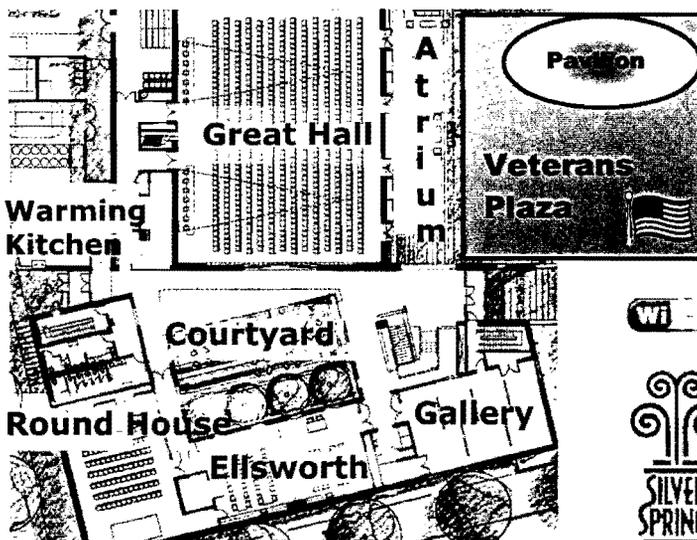
Montgomery County Office of Community Use of Public Facilities
Silver Spring Regional Service Center

Silver Spring Civic Building at Veterans Plaza

One Veterans Place, Silver Spring, MD 20910

Rooms available for public use	Dimensions	Capacity*/Features
Great Hall (can be divided)	64' x 79' x 27'(ceiling ht.) (5,046 sq ft)	Reception: 838 Theatre: 590 (480 with riser) Banquet: 320 Conference: 320-400
Atrium	23' x 79' (1,817 sq ft)	Reception: 100
Gallery	44' x 27' (1,188 sq ft)	Reception: 105-limited availability
Ellsworth Room (can be divided)	50' x 27' (1,350 sq ft)	Reception: 120 - Conference: 80
Round House Room	31' x 46' (1,426 sq ft)	Reception: 120 - Conference: 69
Warming Kitchen	21' x 14' (249 sq ft)	Warming oven, ice machine, refrigerator
Colesville Room	24' x 27' (648 sq ft)	Conference style: 32
Fenton	43' x 27' (1,161 sq ft)	Reception: 106 - Conference: 80
Courtyard (via indoor access)	50' x 20' (1,000 sq ft)- excludes landscaped area	Reception: 45
Veterans Plaza	190' x 80' sq ft (includes pavilion area)(limited availability)	

*Capacity based on preliminary Fire Marshall estimates and subject to change



Amenities

- ✓ Large ballroom configurable to multiple uses
- ✓ Close to public transportation & parking
- ✓ Use your own caterer
- ✓ WiFi and data ports throughout
- ✓ Dual projection systems in Great Hall with simultaneous display capability in conference rooms
- ✓ Wood flooring throughout
- ✓ Veterans Memorial and open plaza

To get an application go to:
www.montgomerycountymd.gov/cupf/info/sscb.asp, or
visit the Civic Building or CUPF's Rockville Office



Community Use of Public Facilities, 600 Jefferson Plaza, Suite 300, Rockville, Maryland 20852
www.montgomerycountymd.gov/cupf



Resolution No. 10-004
Introduced: March 24, 2010
Revised: March 26, 2010
Adopted: April 6, 2010

INTERAGENCY COORDINATING BOARD
600 Jefferson Plaza, Suite 300
Rockville, Maryland 20852

Subject: Community Use Guidelines and Fees for the Silver Spring Civic Building and Veteran's Plaza

WHEREAS, The County Chief Administrative Officer has assigned responsibility for scheduling community use in the Silver Spring Regional Services Center's (SSRSC) Civic Building and Veteran's Plaza to the Interagency Coordinating Board (ICB) for the Community Use of Public Facilities (CUPF); and

WHEREAS, use by the Regional Services Center or other County departments, including groups designated by them as their agents for bona fide County programs is considered County programming for the purposes of this Resolution; and

WHEREAS, the Silver Spring Civic Building was designed to support a variety of uses to include private celebrations and business development and is to be made available when not in use for County programming; and

WHEREAS, the existing guidelines and fee schedule approved for the Regional Services Centers do not address the unique amenities and uses of the building; and

WHEREAS, the Interagency Coordinating Board Finance Subcommittee has reviewed and recommended policies and fees to support a variety of uses; and

WHEREAS, fees from community use of the Civic Building should be used to cover the costs of making the building available.

NOW, THEREFORE, be it resolved by a vote of the ICB that effective July 1, 2010, the following policy and fee schedule for the Silver Spring Civic Building apply for community use.

AND FURTHERMORE, be it resolved that the policies and procedures be reviewed after the first year of operation and consideration be given to modification of the policies and fees to enhance operations and community use.

POLICIES FOR RENTAL OF THE CIVIC BUILDING AND VETERAN'S PLAZA

It is the policy of the ICB to encourage and promote community use of the Silver Spring Civic Building, which includes the Veteran's Plaza, without regard to race, gender, age, national origin, color, creed, disability, sexual orientation or impairment. The Civic Building is available to County residents, community groups, nonprofit organizations and businesses as well as non-residents.

CUPF will coordinate use of the Civic Building with the primary occupant, the Silver Spring Regional Services Center. New users will be required to sign a Facility Use License Agreement (FULA).

CONDITIONS OF USE

The Civic Building is available for a variety of purposes by private individuals, nonprofit organizations and businesses. In addition to classes, meetings, community celebrations and personal celebrations are allowable. Users are responsible for adhering to the restrictions listed in the FULA. As specified in the FULA, the user is responsible for ensuring that any vendors in their employ have sufficient insurance and hold any required licenses and permits. The user is responsible for obtaining any applicable special permits at their own expense. Approval by the SSRSC may be required prior to scheduling unusual or novel requests. Examples of unusual requests may include use of large tents, grills and outdoor heaters on Veteran's Plaza, street closings, etc. The County reserves the right to add additional conditions to ensure public safety and protection of property.

FACILITY USE REQUESTS FORMS

Individuals or groups wishing to use the Civic Building must make application by completing a Facility Use Request and FULA and submitting them to CUPF. Applicants must be at least 21 years of age to sign the Request and Agreement, and the person signing must be in attendance at the event.

Requests for use may be made no earlier than 12 months prior to the rental date, however, requests for use of the entire Great Hall may be made no earlier than 18 months with SSRSC approval. A confirmation fee will be required with the application.

Additional information may be requested prior to scheduling a special event in the Great Hall or Veteran's Plaza.

In accordance with limitations stemming from financing the building with public bonds, permits will be limited to durations of six months, but may be renewed up to a maximum of five years. To prevent any one group from monopolizing the building, any single group's use may not exceed 156 hours (the equivalent of 3 hours per week a year) in a 12-month period. Exceptions would only be granted with approval by CUPF's Director.

PRIORITY

Forms received simultaneously, based on the date received, will be scheduled according to the following priority:

- SSRSC programs
- County Departments
- County funded agencies (M-NCPPC, MCPS, HOC, MC, WSSC) and local jurisdictions within Montgomery County (Cities of Rockville, Gaithersburg, etc.)
- Nonprofit organizations
- County residents
- Montgomery County-based commercial entities
- State, DC and Federal Agencies
- Out-of-County entities

INSURANCE

The user must provide a Certificate of General Liability Insurance naming the County as Additional Insured if the user is:

- A commercial or private entity
- Not a County resident or County-based organization
- Notified because of unusual risks associated with event
- Planning a special event in the Great Hall or Veteran's Plaza

The user or agent providing service on their behalf must provide Liquor Liability Insurance naming the County as Additional Insured if the user is serving alcohol.

User groups are responsible for securing catering and support services, e.g., photographer, event supplier, disk jockey, that have the necessary certificates, licenses and insurance. The County is not liable for lost or stolen equipment or supplies by catering or other service providers used by permitted user.

SECURITY

CUPF reserves the right to assign additional County security to any indoor event that it deems appropriate, which the User is required to pay as part of the rental fee. Scheduling and payment for security coverage for outdoor events by the Montgomery County Police Department will be the responsibility of the user when required.

FOOD SERVICE AND BEVERAGES

Light snacks and beverages are permitted in meeting and activity rooms. However, additional charges will apply if the room is not returned to its original state.

The warming kitchen may be rented for events involving food service. Food must be pre-prepared and heated only. No cooking, frying or preparing food that extends beyond heating/warming is permitted. Food sales are permitted only with prior approval from CUPF.

Service of alcohol may be permitted provided full compliance with applicable State and County laws and regulations is followed:

- Registration with Board of Liquor Control is required for personal or nonprofit celebrations with no sale of alcohol either through cash bar, donation or ticket sale, such as a wedding, birthday party, retirement party, Quinceañera, or Bar Mitzvah
- A one-day Class C, Board of License Commissioners license may be requested by a nonprofit organization scheduling an event with the sale of alcohol either through cash bar, donation or ticket sale, such as a fundraiser, volunteer recognition or organizational membership reception or dinner
- A State licensed server is required for personal celebrations with the sale of alcohol either through cash bar, donation or ticket sale, such as a recognition ceremony or retirement party and enterprise events (closed or open invitation) by for-profit or for personal gain use with or without sale of alcohol such as conference receptions, award dinners, political fundraisers, and concerts or dances

CUPF reserves the right to assign additional building services staff to any indoor event that it deems appropriate, which the user is required to pay as part of the rental fee. Additional charges will apply if the room requires more than the normal allotted time to return a room to its original state and make it available for use.

SIGNAGE AND ADVERTISING

With prior approval, a user may place temporary signs on the Civic Building grounds during the actual hours of the scheduled activity. At the conclusion of the use of the building, the user must immediately remove the signs. The user, and any person acting under the user's authority, must comply with all applicable sign laws, including laws regarding the placement of signs on utility poles, trees, fences or on county or state rights-of-way.

A user must clearly identify on all advertising materials the name of the user, the name of any individual or user sponsoring the use, and the purpose of the use. A user may not use initials, abbreviations or logos which are not expressly defined in the advertising material. The purpose of the use must be clearly stated and must conform to the purpose identified in the Facility Use Request. All announcements and advertisements must include the following statement: *This activity is not sponsored by, associated with, or endorsed by Montgomery County Government.*

DELIVERIES AND SET UP

The schedule for deliveries must be coordinated with County staff. All deliveries for functions must be made via the loading dock entrance located on Veteran's Plaza. Caterers and other vendors must use their own hand-trucks to deliver food or equipment.

All County-owned furniture and equipment must be set-up and removed by County staff or County contractors.

PERFORMANCE, MUSIC AND LIGHTING EFFECTS

Music by disc jockeys is permitted in the Grand Hall but only if so indicated on the Facility Use Request. Live bands may be permitted in the Grand Hall or Veteran's Plaza with prior approval from CUPF. Event must comply with County Noise Ordances and not interfere with the fire alarm system. Use of strobe lights or music that could interfere with the operation of the fire alarm system for the hearing impaired requires approval by the Fire Marshal. The user is responsible for the costs of any required permits.

DECORATIONS AND EQUIPMENT

Users may decorate the space permitted to them with prior approval, but must comply with the following:

- Tampering with thermostats, light fixtures or other Civic Building equipment or furnishings is prohibited
- Non-fire proof decorations are allowed. No items may be attached to walls, lighting fixtures, etc. Nothing may be taped, stapled, thumbtacked, nailed or otherwise attached to the structure
- No open flames (except small tabletop votive candles in glass, metal or ceramic holders or birthday cake candles or candles used during a religious or similar ceremony) without approval by the Fire Marshal
- Confetti is prohibited with the exception of outdoor-only use of bird seed, Ecofetti™ and Designer Wedding Rice™. Additional cleaning charges may apply if the use of confetti is requested
- Helium balloons may be used only when properly affixed and weighted
- Use of Silly String is prohibited
- All floral deliveries must be scheduled with SSCB staff. All flowers and floral debris must be removed at the conclusion of the event
- Special equipment requirements should be approved in writing prior to the rental event

PORTABLE TOILETS

Free indoor access to restrooms will not be available for Veteran's Plaza bookings. Users may request permission to place portable toilets during scheduled use of Veteran's Plaza. When approved, specific conditions will be outlined in the permit

PAYMENT POLICY

With the exception of special events in the Great Hall and Veteran's Plaza, rental fees are due in full with the Facility Use Request.

In recognition of the costs associated with use of the Great Hall and Veteran's Plaza for special events, payment is due as follows:

- Special Events in the Great Hall or Veteran's Plaza applications must be accompanied by a non-refundable confirmation fee (\$250). The confirmation fee may be applied to the final payment

- Split payments of 50% of the estimated cost at the time the request is made and the remainder 90-days prior to the event start date if the total charges will be in excess of \$1,000
- A minimum of one hour of room use before and after the scheduled activity will be added to cover basic set-up and clean-up, such as setting up tables and chairs. Additional staff service cost will be added as needed

Monthly payment plans for rentals by nonprofit organizations with renewable durations of 6 months or more, booking a consistent pattern of use (same room, time, and day, etc.), and charges more than \$250 may be requested. An administrative fee and security deposit equivalent to one month's charges will apply to each permit when approved.

SECURITY DEPOSIT

A refundable security deposit of \$500 is required for rental of the Great Hall for special events at the time of request. The facility will be checked by building staff before and after the event. Any damages incurred during the event or additional clean-up required following the event will be the responsibility of the user. If the security deposit is not sufficient to cover these costs, the user will be billed for the difference. Please note that the user must satisfy this obligation prior to future use of any County facility.

The security deposit may also be forfeited if the user stays beyond the scheduled time.

REFUNDS/CANCELLATIONS

CUPF will refund fees paid by the user to CUPF to permit the use of the Civic Building in accordance with its cancellation policy. All requests must be in writing. In the event of cancellation by CUPF, the user's account will be credited in full.

Great Hall or Veteran's Plaza

- A portion of the facility fee will be retained in addition to the confirmation fee as follows:

60+ calendar days notice:	\$250 confirmation fee
46-59 calendar days notice:	25% of facility charges
30-45 calendar days notice:	50% of facility charges
15-29 calendar days notice:	100% of facility charges
14 or less calendar days notice:	100% of facility and staff charges

A special event can be re-scheduled one time with at least 30-days notice. The confirmation fee will be retained.

All other rooms

- More than 10 business days: \$25 retained - remaining charges refunded
- Between 5-10 business days: all facility fees will retained, additional fees for equipment and staff will be refunded
- Less than 5 business days: all fees will be retained

Rain Credits (for steady rain throughout most of scheduled period) if event cannot be rescheduled

- Courtyard: 75% credit
- Veteran's Plaza: full refund (50% of confirmation fee retained)

CUPF is not responsible for advertising, food, or any other costs associated with an activity when the Civic Building is closed due to inclement weather or other emergency.

Fee Category Definitions

Personal and Small Enterprise (regular County rate)

- Programs by community groups and nonprofits charging participant fees
- Personal use (parties)
- Nonprofit events (recognition ceremonies)
- Fundraisers
- Small enterprise activity by a Local Small Business Reserve Program eligible business
- Special Events
 - Events in the Great Hall or Veteran's Plaza requiring advance planning and coordination of support services by the County

Community Service (civic/public good discount)

- County tax-supported public agencies (MCPS, M-NCPPC, HOC, MC, WSSC)
- Community group and nonprofit organizational scheduling meetings or offering free/minimum cost programming (civic associations, scouts, homeowner associations, clubs)
- Community service (activity not for personal or organizational gain or benefit)

Commercial

- For-profit entity not eligible for Local Small Business Reserve Program status

Out-of-County

- Non-resident applicant or organization, or
- Primary organization or business is not in Montgomery County, and
- Less than two-thirds of participants in a program are non-County residents

Silver Spring Civic Building Fee Schedule

FY 11 Facility Fees

Room	County				Non-County & Corporate
	Personal & Small Enterprise		Community Service		
	M-T-all hrs Fri to 5pm	Fri night Sat, Sun*	M-T-all hrs Fri to 5pm	Fri night- Sat, Sun*	All Times*
Great Hall - Full*	\$250	\$400	\$200	\$300	\$450
Great Hall - Half*	\$125	\$200	\$100	\$150	\$225
Warming Kitchen	\$25	\$35	\$20	\$30	\$40
Atrium/Lobby	\$40	\$45	\$35	\$40	\$60
Large Activity Room	\$45	\$50	\$40	\$45	\$75
Small Conference Room	\$30	\$35	\$25	\$30	\$45
Atrium/Activity/Conf Rooms as additional units	\$25	\$35	\$20	\$30	\$40
Courtyard (outdoor)	\$30	\$40	\$25	\$35	\$45
Veteran's Plaza -Full	\$175	\$250	\$150	\$200	\$300
Veterans Plaza -Half	\$90	\$125	\$75	\$100	\$150

*4-hour minimum to include set-up/clean-up to cover staff costs. Use during a County holiday will be charged weekend rates.

Other Fees for FY11-12

Staff - for additional service needs	Min. Hours	Per Hour Assigned
Security Officer	4	\$35
Building Services Worker	3	\$25
For special events and Great Hall use, add one hour before and after event at applicable room rate for routine set-up configurations and clean-up costs. Additional clean-up may apply for extended use and large gatherings		
Equipment (includes set-up)		Per Use
Portable microphone		\$25
Sound/projection system		\$50*
Riser (low stage)		\$250 (add \$50/hr over 4 hours)
*If the services of an audio-visual technician is required, fees will be based on actual costs of service		
Other		
Security Deposit - Great Hall	\$500 (refundable) additional charges apply for damages/extended use	
Great Hall or Veteran's Plaza Special Event Confirmation Fee (non-refundable)	\$250 per application (applied to facility cost if event occurs as scheduled)	

Staff charges are subject to change, based on current salary schedules or service contracts. Fees will be reviewed periodically.

Arts and Humanities Groups in County-Owned Space, July 2009.

Organization	Facility	a) Rent	b) Other Consideration	c) Utilities	d & e) Maintenance Responsibilities	f) Occupant's long-term responsibility	g) Insurance	h) Parking	i) other features of lease
Germantown Cultural Arts Center, Inc.	Black Rock Center for the Arts 12901 Town Commons Drive Germantown, Maryland G#7309 Occupancy Date: 8/28/03	\$1.00 annually	County paid \$4M for a facility that appraised at \$10M. Tenant to provide programs, services and education to the community and operate the facility as an arts center.	Tenant pays telephone and internet; County pays all others.	Tenant is responsible for the maintenance, repair and replacement of furniture, fixtures and equipment used on the property. County is responsible for preventive, corrective and emergency repairs and maintenance to building systems and equipment typically found in a commercial office building.	Must contribute \$108k to a capital fund during the initial 7 year term; \$1.9 million over 17 years if renewed.	By Tenant: General Commercial Liability (with County as additional insured) Workers' Compensation, All Risk covering Tenant's property. By County: Property and Improvements through self-insurance.	Tenant manages on-site parking.	- County Review Panel must convene and review operations and recommend lease renewal. - County can use facility 4 times/yr rent free. - County has representation on Board of Trustees and on BlackRock's Finance Committee. - Naming Rights with County approval. - 7 year Initial term; may renew for five year periods to a maximum of 10 Renewal Terms.
Imagination Stage, Inc.	Parking Garage 36 4910 Auburn Aves. Bethesda, Maryland G#5436 Occupancy Date: 8/03 This is in a PLD property so tenant is required to pay the PLD fair market rental value.	\$40,000/yr; increased by CPI after 5 years.	Tenant designed and built the two story arts facility from the structural shell provided by the County in Garage 36.	Demised Premises is separately metered – Tenant pays own utilities	Tenant is responsible for all repairs and maintenance to the Demised Premises. County is responsible for structural repairs and maintenance of the garage.		Tenant during construction of Tenant's improvements: Builder's Risk, All Risk; During occupancy: Commercial General Liability naming County as additional insured. By County: Self insure Public Garage	Lease contains no parking provisions. Patrons use public parking.	- 30 year Initial Term; four 5 year options to extend. County can terminate after 28 th year.



<p>American Film Institute (A.F.I.)</p> <p>Approx: 37,566 sf</p>	<p>Silver Theatre and Cultural Center 8633 Colesville Road Silver Spring, Maryland G#7305 Occupancy Date:4/04</p>	<p>"In-kind" services</p>	<p>Tenant will provide 6 tickets to the County for all "Invitation Only" events. Any tickets sold to the County will be at the lowest ticket price then in effect.</p>	<p>County pays Utilities. Tenant pays telephone and internet.</p>	<p>Tenant is responsible for the maintenance, repair and replacement of furniture, fixtures and specialty equipment used on the property. Tenant responsible for security and access control. County is responsible for preventive, corrective and emergency repairs and maintenance to building systems and equipment typically found in a commercial office building.</p>	<p>Operating Fund funded by Net Revenues</p>	<p>By Tenant: General Commercial Liability (with County as additional insured) Workers' Compensation, All Risk covering Tenant's property. By County: Property and Improvements through self-insurance.</p>	<p>No parking conveys with lease. Patrons use Public Parking</p>	<ul style="list-style-type: none"> - Ten year Initial Term; Nine 10 year renewal terms. - Naming Rights; Theater structure naming will require County approval. - County can use facility 2 times/yr rent free. - Tenant will confer with Silver Spring Citizen's Advisory Board once per year.
<p>Strathmore Hall Foundation, Inc.</p>	<p>Strathmore Mansion and Venue 10701 Rockville Pike Rockville, Maryland G#7302- Mansion. G#7307-Venue</p>	<p>\$1.00</p>	<p>Ensure Department of Recreation has access at lowest rental rate.</p>	<p>County pays all utilities. Tenant pays telephone and internet.</p>	<p>Tenant is responsible for the maintenance, repair and replacement of furniture, fixtures and specialty equipment used on the property. Tenant responsible for security beyond County standard County is responsible for preventive, corrective and emergency repairs and maintenance to building systems and equipment typically found in a commercial office building.</p>	<p>Tenant contributes to a sinking fund for capital replacements as well as makes payments on a defrayment schedule. Tenant maintains an endowment fund.</p>	<p>By Tenant: General Commercial Liability (with County as additional insured), All Risk covering Tenant's property, and Auto. By County: Property and Improvements through self-insurance</p>	<p>Tenant manages on-site parking. Patrons use public parking.</p>	<ul style="list-style-type: none"> - Fifteen year Initial Term; Four 10 year renewals. - Landlord may convene a Review Board prior to renewals to make renewal recommendations. - Naming Rights with County approval. - Termination for Convenience of Government
	<p>Town Sq Garage #61 801 Ellsworth Drive Silver Spring, Maryland G#5461</p>	<p>\$0.00</p>					<p>By Tenant: Commercial General Liability, Workers' Compensation, and Auto</p>	<p>Public Parking</p>	

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Arts and Humanities Council	Right of Entry Agreement Occupancy Date: 7/04								
Roundhouse Theatre – Education Center	Silver Spring/Wayne Garage #60, Wayne Avenue, SS G#5460 Occupancy Date: 6/04 Education Center and Black Box share same lease.	\$0.00	Tenant to provide two free tickets to Public Programs; Tenant will provide County with 5% of the tickets at the lowest rate for programs running 7 days or more.	County pays for all utilities. Tenant pays for telephone and internet.		Tenant to establish an Operating Reserves Fund of up to six months operating expenses from Net Revenues.	By Tenant: General Commercial Liability (with County as additional insured), Workers' Compensation, All Risk covering Tenant's property, and Auto. By County: Property and Improvements through self-insurance	Public Parking	- Ten year Initial term; four 10 year renewal options. - Naming Rights with County approval on structural items. - County can use facility 4 times/yr for public events;
Roundhouse Theatre- Black Box	Silver Theatre and Cultural Center, Colesville Road, SS G#7305 Occupancy Date: 5/03	\$0.00	Tenant to provide two free tickets to Public Programs; Tenant will provide County with 5% of the tickets at the lowest rate for programs running 7 days or more.	County pays for all utilities. Tenant pays for telephone and internet.		Tenant to establish an Operating Reserves Fund of up to six months operating expenses from Net Revenues	By Tenant: General Commercial Liability (with County as additional insured), Workers' Compensation, All Risk covering Tenant's property, and Auto. By County: Property and Improvements through self-insurance	Public Parking	- Ten year Initial term; four 10 year renewal options. - Naming Rights with County approval on structural items. - County can use facility 2 times/yr for public events;
Roundhouse Theatre – Main Stage	7501 Wisconsin Avenue Bethesda, Maryland G#7305A Occupancy Date: 1/02 This is not a County owned facility, but the County has a use license for a Theater as	\$1.00		Tenant pays all utilities.	Tenant is responsible for all maintenance and repairs. County: None	Tenant contributes \$50,000 annually to a Reserve Fund.	By Tenant: General Commercial Liability (with County as additional insured), All Risk covering Tenant's property, Auto, Workers' Compensation and	Public Parking	- Chevy Chase Bank agrees to build the theater in its building as part of an Optional Method of Development. The County transferred its "exclusive use license" to Roundhouse Theater. - Two year Initial Term; two year renewals during 65 year

	part of the Optional Method Development plan. The County transferred that use license to Roundhouse Theater, the only organization to bid on it.						Boiler and Machinery. By County: None		Ground lease with Chevy Chase Bank.
Glen Echo Park Partnership for Arts and Culture, Inc.	Glen Echo Park Town of Glen Echo G#7308 This is not a County Owned facility. The County entered into a coop agree. regarding Glen Echo Park. The County designated the organization to manage, market & operate the Park. Occupancy Date: 9/02	N/A	Organization is paid a management fee by the County.						There is no lease. The Initial Agreement dated September 5, 2002 expires June 30, 2006 at which time a Memorandum of Understanding takes effect and expires June 30, 2017. The MOU does not require contributions from the County.
The Writer's Center 12,425 sq. ft.	4506 Walsh Street Bethesda, Maryland G#7306 Occupancy Date: 8/1/92	\$28,109/yr less \$11k credit (for improvements) rent abatement extension requested beyond 8/1/06-7/31/09	Community groups can use meeting rooms for a nominal fee.	Tenant pays all utilities.	Tenant is responsible for all costs of maintenance and repairs.	Tenant obtained a grant for improvements to the building.	By Tenant: Liability, Fire and Extended coverage. By County: Property through self-insurance.	Tenant has on-site parking	- Expires 12/31/2013. - County can terminate with one year's notice. - First Right of Refusal to purchase should County sell property.

