



## ELLEN ECCLES THEATRE RENTAL AGREEMENT

NOTE: Unless this contract is returned with deposit the rental is not guaranteed.

This document and Technical Rider/Estimate, when signed by the CONTRACT PERSONS named below, will represent an agreement between the Cache Valley Center for the Arts (CacheArts) and \_\_\_\_\_ (COMPANY), regarding the use of the Ellen Eccles Theatre and other facilities operated by CacheArts for COMPANY's upcoming production of:

Presented by: \_\_\_\_\_  
 (Event name and presenter as you wish it to appear on your tickets and our website.)

Load In Date: \_\_\_\_\_ Load Out Date: \_\_\_\_\_

Performance Dates: \_\_\_\_\_ Time: \_\_\_\_\_ (7:30 p.m.)

Matinee Dates: \_\_\_\_\_ Time: \_\_\_\_\_ (1:30 p.m.)

Will there be an invited audience to any rehearsal?  Yes  No Date: \_\_\_\_\_ Time: \_\_\_\_\_

(Invited audiences at final dress rehearsals will be treated as a free public performance and billed accordingly.)

Amount of Deposit (see Section 1.2): \_\_\_\_\_ Date Paid: \_\_\_\_\_

### Contract Information

Contact Person: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

For Profit  Non-profit 501(c)(3) \_\_\_\_\_ FID \_\_\_\_\_ (W-9)

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Marketing Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website \_\_\_\_\_

Do you have:  Event Artwork  Company Logo  Audio/Video

Event Description (as you would like it to appear on brochures and website - see Section 3.0 - Marketing): \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

## TICKET INFORMATION

Ticket Price:

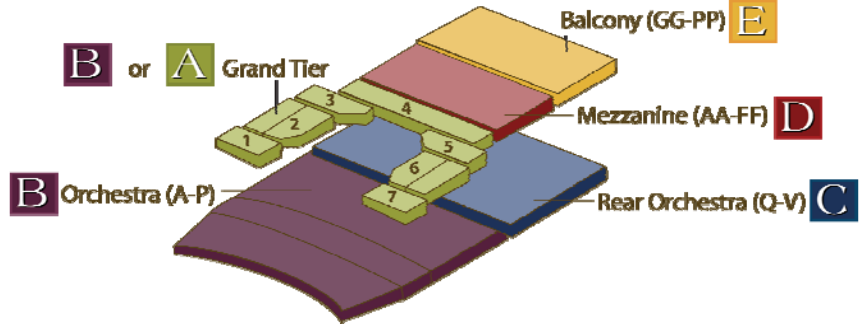
A - Grand Tier \$ \_\_\_\_\_

B - Orchestra \$ \_\_\_\_\_

C - Rear Orchestra \$ \_\_\_\_\_

D - Mezzanine \$ \_\_\_\_\_

E - Balcony \$ \_\_\_\_\_



No scaling, all tickets one price \$ \_\_\_\_\_

CacheArts will be the exclusive seller of tickets to the production. General admission seating is not allowed in the Ellen Eccles Theatre; all seating will be reserved. If this is a free event, COMPANY will be charged \$2.00 per patron attending. This applies to invited audiences for final dress rehearsals. For free public events, tickets will be required to assure venue will not exceed capacity.

COMPANY will be charged:

- a. \$2.00 per purchased ticket (includes \$1.00 facility fee and \$1.00 ticketing services fee).
- b. 7% commission of gross sales (after \$2 fee is deducted), which covers credit card fees, ticket office, and administration of our volunteer usher corps.
- c. \$0.50 per COMPANY complimentary ticket (excludes CacheArts staff & usher comp tickets).
- d. \$25.00 ticketing set-up fee

<b>EXAMPLE OF TICKETING FEES</b>		
<b>Ticket Price:</b>	\$40.00	\$20.00
<b>CacheArts Ticket fee:</b>	<u>-\$2.00</u>	<u>-\$2.00</u>
	\$38.00	\$18.00
<b>CacheArts 7%:</b>	<u>-\$2.66</u>	<u>-\$1.26</u>
<b>Net Ticket Profit:</b>	\$35.34	\$16.74

Discounts:

Children Ages? \_\_\_\_\_ Discount: \_\_\_\_\_

Students Grades? \_\_\_\_\_ Discount: \_\_\_\_\_

Seniors Ages? \_\_\_\_\_ Discount: \_\_\_\_\_

Group \_\_\_\_\_ % off for groups of \_\_\_\_\_ or more.

Other \_\_\_\_\_

Seat Holds (i.e. "Kills") Requests: \_\_\_\_\_

Tickets on sale to the general public - Date: \_\_\_\_\_ Time: \_\_\_\_\_

*(Please respect this date when launching your advertising campaign. On sale date must be approved by the CacheArts Client Services Manager. No tickets will be sold to the general public prior to this date)*

Performance Total Running Time (including Intermission, if any): \_\_\_\_\_

Intermission: \_\_\_\_\_ Will there be printed programs?  Yes  No

Appropriate for:  Children  Teens  Adults

Minimum Age Limit: \_\_\_\_\_ (House Policy 5 years & up - see Section 5.4)

Will Merchandise be sold front of House?  Yes  No (See Section 5.2)

## FACILITIES, POLICIES, & RATES

### 1.0 RENTAL RATES

#### 1.1 Theatre Rental Rates:

___\$1,500 per day	Commercial use
___\$1,350 per day	Commercial use LOCAL (Cache County)
___\$925 per day	Non-commercial use (non-profit)
___\$700 per day	Non-commercial use (non-profit) with top ticket price \$30 or less
___\$600 per day	Non-commercial use (non-profit) with top ticket price \$30 or less (RAPZ funded)
___\$675 per day	For each additional performance in one day/Commercial use
___\$425 per day	For each additional performance in one day/Non-commercial use (non-profit)
___\$600 per day	Technical/dress rehearsals/Commercial use
___\$475 per day	Technical/dress rehearsals /Non-commercial use (non-profit)
___\$275 per day	Non-tech (spacing) rehearsals, non-dress stage rehearsals, auditions, load-in (to all areas), or use of annex as shop area
___\$100 per day	Load in to annex only (NOT stage, etc.); dark day

#### 1.2 Deposits:

The CacheArts deposit policy requires the equivalent of one performance rental fee for every weekend involved.

#### 1.3 Dates Reserved/Guaranteed:

Dates may be reserved with the receipt of a signed Reservation Agreement by COMPANY representative and a paid deposit. Once the full contract is signed and the deposit is paid, all dates booked by the COMPANY are considered guaranteed.

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#### 1.4 Technical Costs:

Technical and production costs are the responsibility of COMPANY. It is required that COMPANY complete a **Technical Rider Estimate Report** outlining technical costs with CacheArts Technical Director (Cory Castillo, 435-753-6518 ext 190 or CCastillo@CacheArts.org). This document defines technical services provided by CacheArts and provides a cost estimate for COMPANY. First-time renter contracts are not valid without signed Technical Rider Estimate Report. Returning renters must sign Technical Rider/Estimate 30 days prior to load in.

#### 1.6 Changes to the Contract:

Any changes to the contract (dates, prices, etc.) made by the COMPANY after any tickets go on sale will be charged \$50 per item changed or added. COMPANY will be provided patron information and will be responsible for making patrons aware of any changes.

#### 1.7 Cancellation/Refunds:

If COMPANY cancels the production for reasons other than a *force majeure* (an event - as war, labor strike, or extreme weather - or effect that cannot be reasonably anticipated or controlled):

1. Deposits will be forfeited.
2. COMPANY shall pay CacheArts all scheduled rental fees for the entire run of the production.

Full ticket refunds will be given to patrons at the point of sale. Any tickets sold will still owe a ticket office commission, which COMPANY shall pay CacheArts. COMPANY is responsible for costs of notifying patrons in the event of a postponement or cancellation.

#### 1.8 Royalties:

All artist royalties and licenses are the responsibility of COMPANY. COMPANY warrants that it has negotiated good faith arrangements with royalty agents, including ASCAP, BMI, and/or SESAC and accurately represented its ticket prices, the size of the Ellen Eccles Theatre and projected attendance of production to artists' agents. COMPANY further warrants there will be no unauthorized recordings or copyright infringements.

#### 1.9 Included Areas:

Performance, technical rehearsal or dress rehearsal rentals include use of annex, auditorium and dressing rooms. Lobby area and the promenade are off limits to COMPANY during all rehearsals. All facility activities must be conducted between the hours of 8:00 a.m. and midnight. Should any activity extend past midnight an additional \$100 per hour will be charged to COMPANY.

### 1.8 Modifications:

It is understood that CacheArts and COMPANY will agree on actual facility use for rehearsals should the original schedule be modified and deduct any additional rent costs from gross ticket sales. In no event will the amount due total less than the amount contracted.

## 2.0 TICKET OFFICE POLICIES

### 2.1 Terms & Conditions:

By signing the rental agreement, COMPANY agrees to CacheArts Ticket Office Terms & Conditions for the production:

- Admission is subject to compliance with all laws and facility rules. Visit [www.CacheArts.org](http://www.CacheArts.org).
- All sales are final, no refunds or cancellations.
- No children under 5 are admitted unless otherwise advertised.
- All patrons regardless of age must have a ticket.
- Tickets may be exchanged in advance for another performance of the same production based on the following:
  - There is a \$2 exchange fee per ticket.
  - Exchanges must be made at least 24 hours prior to the date & time of tickets.
  - Exchanges are based on availability and comparable seats are not guaranteed.
- Cell phones & electronic devices should be turned off. Any use of cameras or recording devices is strictly prohibited unless COMPANY notifies Stage Manager otherwise.
- Performances begin promptly. Late arrivals are seated at the discretion of the House Manager. Doors open thirty minutes before curtain unless otherwise advertised. Reserved seating held until curtain, after which alternate seating may be used. We accept no responsibility for inconvenience to latecomers or people leaving their seats.
- For the safety of all, patrons should not exit before the house lights are up.
- Ticket Office Hours: M-F 10:00 am - 5:30 pm, Performance Sat. 12:00 pm - 2:00 pm, and 1 hour prior to curtain.

### 2.2 Release of Funds:

All gross ticket sales will be held by CacheArts until the first performance (see Section 1.7), when partial remittances to COMPANY may be allowed. CacheArts will retain, at its reasonable discretion, the funds it believes are necessary to cover any facility costs until a final settlement has been reached, approximately one week following the final performance.

### 2.3 Complimentary Tickets:

COMPANY agrees to give CacheArts 10 pairs of complimentary tickets to each production for use by CacheArts VIPs and staff, and 10 pairs for use by our volunteer usher corps members.

### 2.4 Mailing List:

CacheArts retains patron information which may be shared with other users.

### 2.5 Hold/Kill Seating:

House seats are held and released according to ticket office policies. Four mezzanine seats, nine balcony seats and six rear orchestra seats have obstructed views and are sold for half price for all shows only after 75% of the house is filled.

### 2.6 Sales Taxes:

COMPANY is responsible for sales taxes, if applicable.

## 3.0 MARKETING

### 3.1 Public Information:

For advertising purposes, the Eccles Theatre Ticket Office address, telephone number and website are:

43 South Main Street, Logan. UT 84321 • 435-752-0026 • [www.CacheArts.org](http://www.CacheArts.org)

### 3.2 Publicity:

COMPANY is responsible for all marketing and publicity expenses tied to the event. CacheArts provides a show page of COMPANY's event on our website ([www.CacheArts.org](http://www.CacheArts.org)). Please provide at least one high resolution horizontally oriented graphic (publicity photo preferred). We recommend also providing a link to an uploaded publicity video which can be linked on the page. allow up to

one week to set up your event information online. Contact CacheArts' Marketing Director regarding questions pertaining to marketing/publicity contacts (Jenn Waterhouse, 435-753-6518 ext. 150 or JWaterhouse@CacheArts.org).

### 3.3 Programs:

It is the responsibility of the COMPANY to provide and deliver printed audience programs to the House Manager no later than 2 hours prior to first performance.

### 3.4 Posters:

Promotional materials may be displayed up to two months in advance on the premises in the display cases provided depending on space available. Current brochures and flyers may be left on the refreshment counter while the company is in residence.

### 3.5 Marquee:

The electronic marquee use on the day of performance is included. Additional marquee usage is available for an additional charge to all users of the Ellen Eccles Theatre. Sign use is non-exclusive; users share space with others. Sign content is limited to 6 consecutive panels if COMPANY is contracted to use CacheArts facilities. There is no cost for sign use on the day of a performance. Contact Client Services Manager (Angie Roundy, 435-753-6518 ext. 210 or ARoundy@CacheArts.org) to arrange use of the marquee sign.

## 4.0 TECHNICAL RESPONSIBILITIES:

### 4.1 Personnel:

Paying for Ellen Eccles Theatre stage crew is the responsibility of the COMPANY. CacheArts cannot guarantee technical personnel unless scheduled with the Technical Director at least 1 week in advance. Due to safety or quality control, CacheArts may require COMPANY to hire additional qualified, professional companies or individuals to fulfill an event's technical needs. COMPANY will be charged at time of settlement for technical personnel costs and expendable supplies provided by the Ellen Eccles Theatre.

### 4.2 Production Coordinator:

A Production Coordinator for CacheArts will be present during all uses of the Ellen Eccles Theatre stage and support spaces at the expense of the COMPANY. The Production Coordinator will act as a supervisor during all theatre activities, including work days, rehearsals and performances. COMPANY agrees to provide the CacheArts Technical Director with a detailed day-to-day production schedule of all facility activities no later than 1 week prior to load-in. COMPANY is invited to consult with the Technical Director, at no cost, to assist in developing this schedule.

### 4.3 Strike:

COMPANY is required to strike all scenery, costumes, equipment, and props promptly following the final performance. If load-out does not coincide with the final performance, COMPANY will be charged \$100 for annex storage or \$275 for wider facility storage, per day, until load-out occurs. Storage fees will be taken from COMPANY deposits or gross sales. Items left behind after load-out are at risk of being disposed of by CacheArts. The Technical Director must be notified of all strike activities.

### 4.4 After-Use Condition:

COMPANY agrees to restore the theatre and all technical systems to the condition in which they were found as determined by the Technical Director. COMPANY has the right to a walk-through with the Technical Director at CacheArts expense to establish the condition of the theatre prior to use of the facility. If a walk through is waived, the Technical Director shall have authority to reasonably determine the restoration needs of the theatre.

### 4.5 Damage:

In the event the Technical Director determines that damage beyond normal wear and tear has occurred, COMPANY has the option of repairing the damage with CacheArts approval or paying to repair the damage from deposit of ticket office monies. A retaining of ticket office receipts by CacheArts at the time of settlement to cover expected costs or repairs shall be made if damage remains uncorrected.

### 4.6 Facility Access:

COMPANY will be admitted to the facility as per the schedule provided to the Technical Director. If COMPANY is not scheduled into the facility, and a Production Coordinator is not on the premises, no access will be allowed. Under no circumstances will the COMPANY be provided with the combinations or keys to the exterior doors to the facility.

4.7 Technical Access:

The access to and use of any CacheArts equipment by the COMPANY, as well as the competency of COMPANY personnel to do so, shall be determined by the CacheArts Technical Director prior to any activity. At any time the Technical Director or Production Coordinator may deny access to equipment or require the COMPANY to cease activity for reasons of risk to any person or to the premises or property of CacheArts. If competent personnel are not scheduled in advance, equipment may be unavailable.

4.8 Cleaning:

The COMPANY shall keep the facility in a broom clean condition during, as well as at the conclusion, of the event. A cleaning fee or maintenance fee may be assessed if the building is not left in the condition in which it was found. This fee may be taken from COMPANY'S deposit or sales prior to final settlement.

4.9 Equipment:

The Ellen Eccles Theatre provides only limited technical equipment. CacheArts has no in-house grand piano, orchestra pit piano, choral risers, scenery, or projector. We may be able to rent these items and charge you in your technical estimate. We do provide lighting instruments, chairs and tables, costume racks, some sound equipment, and many other specific technical items at no additional cost. There is a back stage phone available for COMPANY use to make and receive local calls and credit card calls. WiFi (CacheArts WiFi) is provided as a free service to renters and guests and is not guaranteed. As a courtesy to other users please do not view videos or download large files. Under no circumstances will access be granted to the CVCAStaff WiFi.

**5.0 HOUSE MANAGEMENT**

5.1 Personnel:

CacheArts will provide the necessary volunteer ushers. The first four hours of House Manager time are included for all public performances as part of our ticket office service. If a House Manager is required to stay longer than 4 hours, each additional hour will be billed to the COMPANY at the rate of \$16 per hour. House Manager represents CacheArts in absence of Executive Director.

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5.2 Concessions:

CacheArts is the exclusive provider of food and drink concessions in the Ellen Eccles Theatre. Other merchandise items sold in the Eccles Theatre lobby will be charged a 15% commission. CacheArts does not provide staff to sell COMPANY merchandise.

COMPANY will report total concession sales to the Client Services Manager and commission will be deducted at final settlement.

5.3 Security:

Backstage security is mandatory for all performances. The first 4 hours of security services is included for all public performances. If security service is required to stay longer than 4 hours, each additional hour will be billed to the COMPANY at the rate of \$16 per hour.

5.4 Children:

As a courtesy to our adult patrons, no children under age 5 will be admitted unless provided for through a special arrangement with the COMPANY and CacheArts.

5.5 Start Time:

Ellen Eccles Theatre performances start on time. CacheArts will close auditorium doors at the publicly stated start time. Latecomers will be seated at intermission or the first appropriate break. Production start times are at the discretion of the COMPANY. 1:30 p.m. for matinees and 7:30 p.m. for evening performances is typical and usual practice.

5.6 Curtain Announcements/Public Address System:

CacheArts may from time to time determine the need to announce to the audience at curtain--using its public address system and at its own reasonable discretion--its policies regarding the taking of

flash pictures, electronic devices and talking during the performance. An interruption may occur at any time in the event of an emergency.

## 6.0 MISCELLANEOUS

### 6.1 Unsafe Practices:

CacheArts maintains the reasonable discretion to cancel, terminate, or interrupt any event, and to require COMPANY and its employees, agents, members, patrons, contractors, and express and implied invitees to immediately cease an activity or vacate the venue, if the CacheArts Executive Director determines, in his or her reasonable discretion, that COMPANY use of the premises poses a risk of harm to any person or to the premises or property of CacheArts. CacheArts Executive Director shall make every effort to negotiate with COMPANY designated representative prior to such action, and may include outside advisors, including, but not limited to the Fire Marshall, Building Inspector, Facilities Committee, Chair, etc. CacheArts shall not be liable to COMPANY for any loss or cost occasioned by any such decision by the CacheArts Executive Director. Except to the extent such loss or cost arise out of the negligence or willful misconduct of CacheArts or its employees, agents, or contractors, COMPANY expressly waives all claims for damages against CacheArts, its officers, agents, and employees resulting from any actions taken by CacheArts pursuant to this paragraph.

### 6.2 Assignment of Rights:

This agreement does not give COMPANY the right to assign its rights to use the premises to any other individual, company, or organization.

### 6.3 Business Activity:

COMPANY agrees to prevent its agents or employees from conducting any business activities outside the scope of this agreement on the premises, including but not limited to private lessons, classes or individual instruction.

### 6.4 Additional Facility Usage:

Cast parties, receptions and other supporting events must be scheduled in advance and contracted in addition to the rental agreement. To schedule a Bullen Center or Thatcher-Young Mansion event in conjunction with your theatre rental contact CacheArts' Client Services Manager (Angie Roundy, 435-753-6518 ext. 210 or ARoundy@CacheArts.org). Additional fees will apply.

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## 7.0 INDEMNITY

COMPANY hereby agrees to defend, indemnify and hold free and harmless Cache Valley Center for the Arts, from and against any and all claims, demands, fines, suits, actions, and proceedings, of anyone whomsoever and from and against any and all costs and expenses, including reasonable attorney's fees, resulting from or in connection with the use of music and payment of any and all music licensing fees on account of the COMPANY's use of the facility. Cache Valley Center for the Arts shall not be responsible or liable for costs of use of music or music licensing fees for which the COMPANY is totally and solely responsible.

## 8.0 LEGAL

### 8.1 Indemnification, hold harmless and release of liability:

The undersigned individual, as the duly authorized agent acting on behalf of COMPANY, herewith agrees to indemnify, protect, release, defend and hold harmless Logan City, CacheArts, and their respective officers, agents, employees, and volunteers from and against any and all liability, including claims, demands, losses, costs (including reasonable, outside attorney fees, court, litigation, mediation, arbitration or negotiated costs), damages and expenses of every kind and description or damage to persons or property, including those resulting, directly or indirectly, from any act or omission of the COMPANY, the COMPANY'S successors, assigns, agents, employees, or volunteers or on account of injuries, personal or property damage arising out of activities of the COMPANY as authorized by this agreement or arising out of or in any way relating to the use of Logan City and/or CacheArts facilities by the COMPANY, unless such liability results from the sole negligence of Indemnities.

### 8.1a Insurance:

COMPANY hereby agrees to indemnify and hold CacheArts harmless from any liability arising out of the COMPANY's use of the Ellen Eccles Theatre. **Seven days prior to the first use of the hall**

\_\_\_\_\_  
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**and facilities, including load-in and set-up, a certificate of liability insurance for two million dollars naming Cache Valley Center for the Arts and Logan City as additional insured, must be provided to the CacheArts Client Services Manager or other authorized CacheArts personnel.**

8.1b COMPANY understands that CacheArts manages the Ellen Eccles Theatre and the ancillary facilities whose principal address is 43 South Main Street, Logan, Utah, and which are owned by the City of Logan. The City of Logan (“City”) is a political subdivision of the State of Utah and is subject to the Utah Governmental Immunity Act (the “Act”), Section 63-30-1 et seq., Utah Code Ann. (1953, as amended). Nothing in the Agreement shall be construed as a waiver of any rights or defense otherwise applicable to the City under the Act, including the provisions of Section 63-30-34 regarding limitations of judgments.

8.2 Casualty:

CacheArts has property insurance, but CacheArts coverage does not extend to COMPANY property brought onto the premises for a production. COMPANY is advised to acquire its own casualty insurance coverage.

8.3 Other:

COMPANY acknowledges that it has been advised to consult legal counsel and has had the opportunity to consult with legal counsel prior to entering into this Agreement.

COMPANY understands and agrees that, by signing this indemnification/Hold Harmless Release of Liability Agreement, that it relinquished all rights or claims to adjudication or recourse which it may be entitled to in relation to any damages or injury that may arise out of the above described activities.

COMPANY warrants that it enters into this agreement with full knowledge of the meaning and future effects of the promises, releases and waivers contained herein.

COMPANY warrants that it has entered into the releases and waivers contained in this Agreement voluntarily and that the same are made without any duress or undue influence of any nature by any person.

COMPANY agrees to assume all risk, change or hazard that any loss sustained by COMPANY may be greater or more extensive that is known, anticipated or expected.

CacheArts reserves the right to terminate this contract, without compensations, in the event of a *force majeure* which causes total cancellation of this production.

The provisions of this Agreement shall govern and apply to all officers, agents, officials, members, employees and volunteers, or any person or persons entering or utilizing the CacheArts campus during COMPANY rental or usage.

The following documents are to be considered part of this license agreement and remain in force unless a change in writing is mutually agreed to by both parties: Technical Rider/Estimate Report, Piano Rental Agreement, Backstage Policies and Guidelines, & Marquee Order Form.

If you have any questions regarding this agreement, please contact CacheArts as soon as possible at 435-753-6518 ext. 210. If you agree to the terms as outlined above, please sign and return the original document.

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
CVCA Ticket Office Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
CVCA Executive Director

\_\_\_\_\_  
Date