



ELLEN ECCLES THEATRE RENTAL AGREEMENT

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: _____

Amount of Deposit (*see Section 1.2*): _____ Date Paid: _____
Rental date is not secure until rental agreement is signed, Event and Ticketing addendums are complete, and deposit is paid. Technical addendum must be completed no less than 30 days prior to load in. Date must be secured at least 30 days prior to load in.

Contract Information

Contact Person: _____

Company: _____

Phone: _____ Email: _____

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

Billing Address: _____

City, State, Zip: _____

Marketing Contact: _____

Phone: _____ Email: _____

Website: _____

FACILITIES, POLICIES, & RATES

1.0 RENTAL RATES

1.1 Theatre Rental Rates:

\$1,650 per day	Commercial use
\$1100 per day	Non-commercial use (non-profit) with top ticket price \$50 or less
\$850 per day	Non-commercial use (non-profit) with top ticket price \$49 or less
\$800 per day	Each additional performance in one day
\$650 per day	Technical/dress rehearsals
\$350 per day	Non-tech (spacing) rehearsals, non-dress stage rehearsals, auditions, load-in (to all areas), or use of annex as shop area
\$200 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, up to three (3) weeks. Rentals longer than three weeks will be required to provide a deposit equaling one-third of the COMPANY's total estimated rental.

1.3 Dates Guaranteed:

Dates will only be guaranteed with the receipt of a signed Rental 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. Date must be secured at least 30 days prior to load in.

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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 (435-213-4977 or TD@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.

1.5 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 \$200 per item changed or added. COMPANY will be provided patron information and will be responsible for making patrons aware of any changes.

1.6 Cancellation/Refunds:

Once COMPANY secures dates with a signed contract and deposit, CacheARTS turns away potential renters for those dates. If COMPANY cancels the production for reasons other than a *force majeure* (an event – such as war, labor strike, extreme weather, or pandemic - or effect that cannot be reasonably anticipated or controlled):

1. Deposits may be refunded on a graduated scale. Cancellations at least 9 months prior to load in date will be fully refunded, at least 6 months prior to load in date will be half refunded. Full deposit will be forfeited for cancellations less than 6 months prior to load in date.
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.

1.7 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.

1.8 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 \$250 per hour will be charged to COMPANY.

1.9 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.

1.10 Parking

No parking is included in the facility rental. The 10 staff parking spaces are converted to accessible parking at 3:00 pm on show days. All loading dock parking must be coordinated with the CacheARTS Technical Director and may not block through traffic.

2.0 TICKET OFFICE POLICIES

2.1 Ticketing Information:

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 \$3.00 per patron attending. This applies to invited audiences for final dress rehearsals. For free public events, tickets will be required to ensure venue will not exceed capacity. COMPANY will be charged:

- a. \$3.00 per purchased ticket (includes \$1.50 facility fee and \$1.50 ticketing services fee).
- b. 8% commission of gross sales (after \$3 fee is deducted), which covers credit card fees, ticket office and front of house services.

EXAMPLE OF TICKETING FEES		
Ticket Price:	\$40.00	\$20.00
CacheARTS Ticket fee:	<u>-\$3.00</u>	<u>-\$3.00</u>
	\$37.00	\$17.00
CacheARTS 8%:	<u>-\$2.96</u>	<u>-\$1.36</u>
Net Ticket Profit:	\$34.04	\$15.64

2.2 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.
- Any refunds will be made at the discretion of the CacheARTS ticket office.
- 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:
 - Exchanges must be made at least 24 hours prior to the date & time of tickets and are based on availability; 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 Production Coordinator 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.

2.3 Release of Funds:

All gross ticket sales will be held by CacheARTS until a final settlement has been reached, approximately one week following the final performance. Funds owed to COMPANY will be issued via a check. All unpaid invoices will be assessed a monthly late fee of 2% of the total owed or \$30, whichever is greater.

2.4 Complimentary Tickets:

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

2.5 Patron Information:

CacheARTS retains patron information for each show, which may be shared with COMPANY.

2.6 Hold/Kill Seating:

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

2.7 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

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). Please provide at least one high resolution .png graphic size 1500x845. 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 (435-554-7067 or Marketing@CacheARTS.org).

3.3 Programs:

If physical programs are used, it is the responsibility of the COMPANY to provide and deliver printed audience programs to the front of house no later than 2 hours prior to first performance. If programs are digital, it is the responsibility of the COMPANY to provide signage with corresponding website or QR code to the front of house no later than 24 hours prior to first performance.

3.4 Marquee:

One panel on the electronic marquee and lobby monitors is included. Additional marquee, lobby monitor, and window space usage are 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 the Marketing Director (435-554-7067 or Marketing@CacheARTS.org) to arrange additional use.

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 30 days 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 \$200 for annex storage or \$350 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 no cost 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. Charges for police response to burglar alarms set off by unauthorized access will be passed along to the COMPANY, currently \$100 per incident.

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 choral risers or scenery. 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. WiFi (CacheARTS WiFi) is provided as a free service to renters and is not guaranteed. Under no circumstances will access be granted to the CacheARTS Staff WiFi.

4.10 Special Effects:

If COMPANY wishes to use theatrical haze, pyro, or any special effects that might require a permit from the Fire Marshal, 30 days advance notice is required. Going into "Fire Watch" to allow special effects will require additional staff at the discretion of the CacheARTS Technical Director

5.0 FRONT OF HOUSE

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 \$22 per hour. House Manager represents CacheARTS in absence of Executive Director.

5.2 Concessions, Merchandise, VIP Packages:

CacheARTS is the exclusive provider of food and drink concessions in the Ellen Eccles Theatre. No food or drink may be sold or distributed to the audience without prior approval by CacheARTS. CacheARTS does not provide staff to sell COMPANY merchandise. Merchandise and signage in the lobby must be approved by the Client Services Manager to ensure clear exit routes, handrail access and the visibility of sponsor recognition.

5.3 Security:

Security is mandatory for all performances. The first 4 hours of security services are included for all public performances. If security service is required to stay longer than 4 hours, or if additional

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security presence if required, each additional hour will be billed to the COMPANY at the rate of \$22 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.

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—emergency exit information, its policies regarding the taking of flash pictures, the use of electronic devices, etc. 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, Board 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:

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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 (435-554-7068 or Ticketing@CacheARTS.org). Additional fees will apply.

6.5 Failure to Comply:

Failure to comply with any and all policies set forth by CacheARTS will result in additional financial penalties billed to the COMPANY at the reasonable discretion of CacheARTS.

7.0 INDEMNITY

COMPANY hereby agrees to defend, indemnify and hold free and harmless CacheARTS, 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. CacheARTS 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:

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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 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 Worker's Compensation:

CacheARTS worker's compensation insurance coverage does not extend to COMPANY technicians and volunteers. COMPANY is strongly advised to insure its paid technicians and volunteers.

8.4 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. 103. If you agree to the terms as outlined above, please sign and return the original document.

AGREED TO AND ACCEPTED:

_____ Company Representative	_____ Date
_____ CacheARTS Client Services Manager	_____ Date
_____ CacheARTS Technical Director	_____ Date
_____ CacheARTS Executive Director	_____ Date