



CACHE VALLEY CENTER FOR THE ARTS

BULLEN CENTER ♦ ELLEN ECCLES THEATRE ♦ THATCHER YOUNG MANSION

RENTAL AGREEMENT

Facility Hours: Mon-Sat 9am-9pm.
Additional charge for use 9pm-midnight. Building is locked at midnight.
Include setup and cleanup in your total rental time.
Alcohol is not permitted on property.

Note: Unless this contract is returned with the deposit, the rental is not guaranteed.
This document, when signed by the CONTRACT PERSONS named below, will represent an
agreement between Cache Valley Center for the Arts (CacheARTS) and
(RENTER), regarding the use of the Bullen Center and/or Thatcher-Young Mansion.

ACTIVITY INFORMATION

Check all applicable:

- Public Event Private Event Class/Meeting
For Profit Non-Profit 501(c)(3) Live Music or DJ
Facility Setup Technical Support Ticket/Enrollment Setup

Activity Title:

Presented By:

Rental Room(s):

Rental Date(s):

In at: Event Time: to Out at:

Performance Date(s): Time:

Matinee Date(s): Time:

Run Time:

Website:

Anticipated Number of Guests: Ticket Price:

CONTACT INFORMATION

Contact Person (w/fiscal authority):

Phone: Email:

Billing Address:

City, State, Zip:

If paid with a credit/debit card, would you like the deposit refunded back to that card?

Yes: No: (If "No" we will mail a check to the address listed above.)

Additional Contact Person, if any:

Phone: Email:

**1.0 RENTAL RATES**

1.1 Private and Commercial

- \$660 per day                      Carousel Ballroom - *includes kitchen (capacity 80-216)*                      \_\_\_\_\_
- \$125 per hour                      Carousel Ballroom                      \_\_\_\_\_
- \$22 per hour                      Thatcher-Young Mansion (*capacity 24-48*)                      \_\_\_\_\_
- \$22 per hour                      Bullen Center Class Room                      \_\_\_\_\_
- \$10 per hour                      Kitchen Rental                      \_\_\_\_\_
- \$13 per sqft/yr                      Thatcher-Young Mansion Studio                      \_\_\_\_\_

1.2 Non-Profit (*a copy of your 501(c)(3) is required to receive the non-profit rate*)

- \$410 per day                      Carousel Ballroom                      \_\_\_\_\_
- \$55 per hour                      Carousel Ballroom                      \_\_\_\_\_
- \$10 per hour                      Thatcher-Young Mansion                      \_\_\_\_\_
- \$10 per hour                      Bullen Center Class Room                      \_\_\_\_\_

*Any hourly rate can be converted to a daily rate by multiplying by 8.*

*Non-Profit hourly rates may be extended to recurring activities during school hours: Sep-May, 9am-3pm.*

1.3 Additional Fees

- \$50 chair setup                      \_\_\_\_\_
- \$10 per table plus 8 chairs setup                      \_\_\_\_\_
- \$100 per floor change (*e.g. wedding to reception*)                      \_\_\_\_\_
- \$100 per hour for event time between 9pm-midnight                      \_\_\_\_\_
- \$25 per day Projector and/or Screen                      \_\_\_\_\_
- Negotiated \_\_\_\_\_
- Negotiated \_\_\_\_\_
- Negotiated \_\_\_\_\_
- Negotiated \_\_\_\_\_

1.4 Deposit

- \$300 for Ballroom, Thatcher, and Kitchen rentals                      \_\_\_\_\_

*Deposits will be refunded within two weeks after the event if no problems arise and/or there are no additional charges. If any part of the deposit is kept, an explanation will be sent.*

<b>Office Use:</b>	
Rent \$ _____	
Fees \$ _____	
Deposit \$ _____	
Paid \$ _____	On _____
Balance \$ _____	Due _____
Paid \$ _____	On _____
Deposit Returned _____	

### 1.5 Dates Guaranteed & Payment Schedule

Your dates will be guaranteed when the agreement is signed and rent and/or deposit is paid. Any remaining balance is due two weeks prior to the scheduled event. Businesses may ask about alternative arrangements.

Any activity or use that ties up the space must occur within the scheduled rental time and in the agreed upon room(s). This may include, but is not limited to, setup and decorating, loading in materials, photo shoot, cleanup, student use, etc. Storage outside your rental time and room is not available.

### 1.6 Cancellations and Modifications

Once dates are scheduled, CacheARTS turns away potential renters. The schedule is also used for billing, cleaning, scheduling staff and other renters, and to promote activities on site. Changes, additions, or cancellations may be arranged with CacheARTS with sufficiently advanced notice. RENTER is not permitted to hold unscheduled activities at CacheARTS including private instruction and other meetings.

### 1.7 Royalties

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

### 1.8 Marketing

CacheARTS does not provide marketing. RENTER is responsible for all marketing and publicity expenses tied to the event or activity. RENTER may refer to the location as CacheARTS, Cache Valley Center for the Arts, or use the building names such as Bullen Center, 43 South Main or Thatcher-Young Mansion, 35 W 100 South.

### 1.9 Marquee

One panel on the electronic marquee is included on the day of a Ballroom event. Sign use is non-exclusive; users share space with others. Contact the Marketing Director (435-753-6518 ext. 1005 or [Marketing@CacheARTS.org](mailto:Marketing@CacheARTS.org)) to purchase additional panels.

## 2.0 FACILITY USE

### 2.1 Included Areas

The landing is a shared space may be used as long as it does not inhibit access or use of other rooms or exits. Rooms are rented as-is. Certain items stay permanently within a room. These items will not be moved by the RENTER or CacheARTS. RENTER agrees not to use property belonging to other renters.

### 2.2 Use & Cleanup

RENTER will communicate facility issues to the building representative on duty at 435-881-3841. CacheARTS and RENTER will work together to encourage users to be respectful of our treasured historic arts facilities. Building maintenance staff are the only persons allowed to remove items belonging to the facility.

The RENTER shall keep the facility in a broom clean condition during, as well as at the conclusion, of the activity. The RENTER is responsible for removing possessions including food and décor, for disposing of trash in receptacles, and for cleaning up spills. CacheARTS will not be held responsible for any items left behind by the RENTER. Cost to restore the building may be taken from the deposit or sales prior to final settlement.

## 2.3 Prohibited Use

Any action or negligence by the RENTER or guests which results in damage is prohibited.

**Walls:** Any item that puts a hole in the wall or mars the paint is prohibited, including nails, push-pins, 3M, and sticky putty/adhesives. Only blue painter's tape may be used.

**Floors:** Tap dancers may not tap directly on the floor. A portable board must be used. Hallways and stairs must be clear of all items. No food or drink stations may be setup on carpeted areas. Lift furniture instead of dragging it.

**Prohibited Substances:** bubbles, sand, straw, hay, glitter, silly string, sequins, confetti, rice, and birdseed; chewing gum, candles or flames of any kind.

**Controlled Substances:** The facility is a smoke-free and alcohol-free environment. The unlawful possession or use of controlled substances is prohibited on the premises. Outside smoking is not allowed within 25 feet of building entrances, exits, air intakes, or windows.

**Installations:** Installation of special platforms, scaffolding, rigging, or other apparatus requires the approval of CacheARTS.

## 2.4 Sound Restrictions

If music is used for the event, sound restrictions will be in place during the time of an Ellen Eccles Theatre performance. Sound levels will then be set and determined at the sole discretion of the CacheARTS staff.

## 2.5 WiFi

CacheARTS WiFi is provided and is not guaranteed. As a courtesy to other users, please do not view videos or download large files. Contact CacheARTS for the password.

## 2.6 Hours of Operation

Scheduling the building between 9pm-midnight must be approved by CacheARTS at least 30 days prior to the event.

If RENTER fails to leave at closing time, an additional \$5 will be charged per ten-minute increment past building closure.

The facilities are closed on Sundays and the following holidays: New Years, Martin Luther King Jr., President's, Memorial, Juneteenth, Independence, Pioneer, Labor, Veteran's, Thanksgiving, Friday after Thanksgiving, and Christmas Eve through New Year's. If a holiday falls on a Sunday, the facilities will close the following Monday. Any exceptions will be handled on a case by case basis with additional stipulations and potential costs to the RENTER.

## 2.7 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 in the Ellen Eccles Theatre. All loading dock parking must be coordinated with the Technical Director and may not block through traffic.

## 3.0 MISCELLANEOUS

### 3.1 Unsafe Practices

CacheARTS maintains the reasonable discretion to cancel, terminate, or interrupt any event, and to require RENTER 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 RENTER use of the premises poses a risk of harm to any person or to the premises or property of CacheARTS. CacheARTS shall not be liable to RENTER 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, RENTER expressly waives all claims for damages against CacheARTS, its officers, agents, and employees resulting from any actions taken by CacheARTS pursuant to this paragraph.

### 3.2 Incident Reporting and Emergency Response Policy

In the event of any unusual event (slip, trip, fall, accident, injury, unsafe happenings, etc.), RENTER will notify CacheARTS staff and provide information for incident or accident reports. In the event of an evacuation, RENTER will escort their participants to the safe meeting area (west parking lot behind the theatre), account for their party, and communicate an "all clear" to CacheARTS staff.

### 3.3 Other Policies

RENTER agrees it will not admit a larger number of persons than can safely be accommodated in the facility. If capacity is reached, CacheARTS reserves the right to turn away guests until capacity is below restrictions.

Children must be properly supervised at all times. CacheARTS reserves the right to remove, or cause to be ejected from the premises any objectionable person or persons.

## 4.0 LEGAL

**Indemnification:** RENTER hereby agrees to indemnify and hold CacheARTS harmless from any liability arising out of the RENTER's use of the CacheARTS facilities. CacheARTS manages the Ellen Eccles Theatre, Bullen Center, and Thatcher-Young Mansion 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).

**Insurance:** For public events, seven days prior to the first use of the facilities, including load-in and set-up, a certificate of liability insurance for one million dollars naming Cache Valley Center for the Arts and Logan City as additional insured, must be provided to authorized CacheARTS personnel.

**Casualty & Worker's Compensation:** CacheARTS property insurance coverage does not extend to RENTER property brought onto the premises for a production. CacheARTS Worker's Compensation coverage does not extend to RENTER employees and volunteers. RENTER is strongly advised to acquire its own casualty insurance coverage and worker's compensation policy.

If you have any questions regarding this agreement, please contact CacheARTS at 435-554-7065. If you agree to the terms as outlined above, please sign and return the original document.

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Renter Representative

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
CacheARTS Education Director

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
CacheArts Executive Director

\_\_\_\_\_  
Today's Date