



## ELLEN ECCLES THEATRE RENTAL AGREEMENT

NOTE: Unless this contract is returned with deposit by \_\_\_\_\_, 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 (CVCA) and \_\_\_\_\_ (COMPANY), regarding the use of the Ellen Eccles Theatre and other facilities operated by CVCA for COMPANY's upcoming production of:

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

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

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

Student Perf. Dates: \_\_\_\_\_ Time: \_\_\_\_\_

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

### Contract Information

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

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

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

For Profit  Non-profit 501(c)(3) \_\_\_\_\_ FID / SS # \_\_\_\_\_ (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:

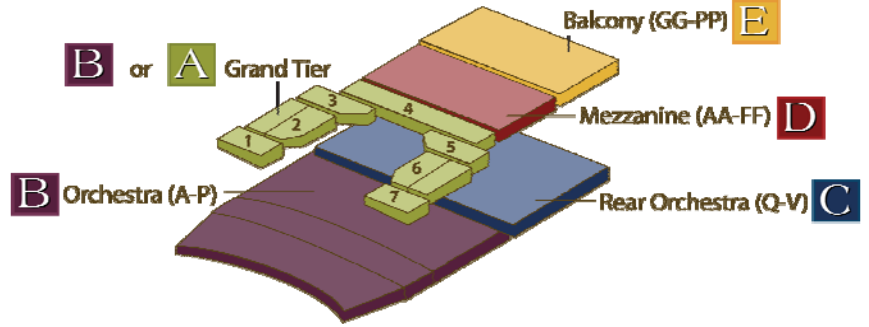
A - Grand Tier \$ \_\_\_\_\_

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

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

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

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



CVCA 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. (Only exception, all seats one price and \$12 or less).

COMPANY will be charged:

- a. \$2.00 per purchased ticket (includes \$1.00 facility fee and \$1.00 ticketing services fee).
- b. 6% commission of gross sales (after \$2 fee is deducted), which covers credit card fees and ticket office staff.
- c. \$0.50 per COMPANY complimentary ticket (excludes CVCA staff & usher comp tickets).

<b>EXAMPLE OF TICKETING FEES</b>		
<b>Ticket Price:</b>	\$40.00	\$20.00
<b>CVCA Ticket fee:</b>	<u>-\$ 2.00</u>	<u>-\$ 2.00</u>
	\$38.00	\$18.00
<b>CVCA 6% commission:</b>	<u>-\$ 2.28</u>	<u>-\$ 1.08</u>
<b>Net Ticket Profit:</b>	\$35.72	\$16.92

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 CVCA Ticket Office Manager. Two weeks are required to set up event online. No tickets will be sold to the general public prior to this date, with the exception of CVCA Take-A-Seat and Member of the Center patrons – see Section 2.3).*

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

Intermission: \_\_\_\_\_

Appropriate for:  Children  Teens  Adults

Minimum Age Limit: \_\_\_\_\_ (House Policy 5 years & up, NO BABIES – see Section 5.4)

Will Merchandise be sold front of House?  Yes  No

If yes, Vendor?  CVCA Ushers  COMPANY Vendor (See Section 5.2)

## FACILITIES, POLICIES, & RATES

### 1.0 RENTAL RATES

#### 1.1 Theatre Rental Rates:

\$1,000 per day	Commercial use
\$675 per day	Non-commercial use (non profit)
\$400 per day	Non-commercial use (non-profit) with top ticket price \$18 or less
\$500 per day	For each additional performance in one day - Commercial use
\$300 per day	For each additional performance in one day - Non commercial use (non profit)
\$300 per day	Technical/dress rehearsals
\$150 per day	Non-tech (spacing) rehearsals, non-dress stage rehearsals, auditions, load-in (to all areas), or use of annex as shop area
\$75 per day	Load in to annex only (NOT stage, etc.); dark day

#### 1.2 Deposits:

The CVCA 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.

#### 1.4 Technical Costs:

Technical and production costs are the responsibility of COMPANY. It is required that COMPANY complete Technical Rider/Estimate outlining technical costs with CVCA Technical Director (Cory Castillo, 435-753-6518 ext 19 or CCastillo@CenterForTheArts.us). Contract is not valid to first-time renters without signed Technical Rider/Estimate. Returning renters must sign Technical Rider/Estimate 60 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 \$25 per item changed or added.

#### 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) or a breach of this agreement with CVCA:

1. Deposits will be forfeited.
2. COMPANY shall pay CVCA 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 CVCA. COMPANY pays for 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 \$75 per hour will be charged to COMPANY.

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### 1.10 Modifications:

It is understood that CVCA and COMPANY will agree on actual facility use for rehearsals should the original schedule be modified following the production and deduct the actual 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 adopt CVCA 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 babes-in-arms or children under 5 will be admitted into the theatre 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. Phone orders are \$5 per transaction.
  - 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.
- Please turn off all cell phones & electronic devices. Any use of cameras or recording devices is strictly prohibited.
- Performances begin promptly. Late arrivals are seated at the discretion of the house manager. Doors open thirty minutes before showtime 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 [patron's] safety and the safety of other patrons, please do not exit before the house lights are up.
- All show dates, times, productions, and artists are subject to change.
- Ticket Office Hours: M-F 10 am-5:30 pm, Performance Sat 10 am-2 pm and 1 hour prior to curtain.

### 2.2 Release of Funds:

All gross ticket sales will be held by CVCA until the first performance, when partial remittances to COMPANY will be allowed. CVCA 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 Take-A-Seat and Member of the Center Patrons:

COMPANY agrees to honor CVCA Take-A-Seat and Member of the Center policies. The Take-A-Seat and Member of the Center programs offer donors the privilege of purchasing tickets at full price before they go on sale to the general public. Please observe the date tickets go on sale as stated in the rental agreement.

### 2.4 Complimentary Tickets:

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

### 2.5 Mailing List:

COMPANY agrees to permit CVCA to share with other users any mailing list names that the CVCA ticket office captures as a result of selling tickets to COMPANY'S production.

### 2.6 Hold/Kill Seating:

House seats are held and released according to ticket office policies. Twelve seats in the last row (row U) center on the main floor are held from sale until the need for a house sound location has been established. Four mezzanine seats, nine balcony seats and two rear orchestra 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.

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### 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.EllenEcclesTheatre.org

#### 3.2 Publicity:

During residency at the Ellen Eccles Theatre, COMPANY is responsible for all marketing and publicity expenses tied to the event. CVCA will assist COMPANY by providing a basic listing of COMPANY's event in our season mailer (if contract is signed by July 1 for the following season) and on our website (www.EllenEcclesTheatre.org). Please allow up to two weeks to set up your event information online. Contact CVCA's Program Director regarding questions pertaining to marketing/publicity contacts (Amanda Castillo, 435-753-6518 ext 15 or ACastillo@CenterForTheArts.us).

#### 3.3 Programs:

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All printed programs must include in no smaller than 10 pt type **"The Ellen Eccles Theatre, Bullen Center and Thatcher-Young Mansion are owned by the City of Logan and managed and operated by Cache Valley Center for the Arts, an independent non-profit 501(c)(3) organization."** If missing from printed programs COMPANY will be charged \$50. This fee may be taken from COMPANY'S deposit or sales prior to final settlement. 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:

COMPANY is entitled to display one poster on an easel in the lobby during performances. Promotional materials may be displayed up to two months in advance on the premises only in the display cases provided. Lobby materials must promote Ellen Eccles Theatre activities only to be eligible for display. Current brochures and flyers may be left on the refreshment counter while the company is in residence.

#### 3.5 Marquee:

The electronic marquee is available 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 CVCA facilities. There is no cost for sign use on the day of a performance. Contact Ticket Office Manager (Keri Larsen, 435-753-6518 ext 21 or KLarsen@CenterForTheArts.us) to arrange use of the marquee sign. Marquee Order Form, with prices, is attached.

### 4.0 TECHNICAL RESPONSIBILITIES:

#### 4.1 Personnel:

Paying for Ellen Eccles Theatre stage crew is the responsibility of the COMPANY. CVCA cannot guarantee technical personnel unless scheduled with the Technical Director at least 1 week in advance. CVCA 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 CVCA will be present during all uses of the Ellen Eccles Theatre stage and support spaces at the expense of the COMPANY. The CVCA Technical Director and/or the Production Coordinator will act as a supervisor during all theatre activities (including rehearsals and performances), especially regarding the use of rigging, lighting, and sound systems. The CVCA Technical Director and/or the Production Coordinator may also participate as members of the running crew, provided such services are scheduled 1 week in advance. COMPANY agrees to provide the CVCA 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 required to consult with the Technical Director, at no cost, to assist in developing this schedule.

#### 4.3 Construction and Design:

CVCA will not work on COMPANY'S properties or properties rented by COMPANY without COMPANY'S Technical Contact with Fiscal Authority present. This includes any work on scenery, props, lighting equipment, sound equipment, FX equipment, wardrobe, or any other item not belonging to CVCA. CVCA will not work on or make design or production decisions for COMPANY unless contracted to do so. CVCA will not work on any design without Fiscal Authority present.

#### 4.4 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 \$75 per day until load-out occurs. The Technical Director must be notified of all strike activities.

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#### 4.5 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 CVCA 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.

#### 4.6 Material Removal:

All COMPANY items shall be removed at load-out or a storage fee may be assessed. 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 CVCA.

#### 4.7 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 CVCA written approval or paying to repair the damage from deposit of ticket office monies. A retainage of ticket office receipts by CVCA at the time of settlement to cover expected costs or repairs shall be made if damage remains uncorrected.

#### 4.8 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 Technical Director 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.

#### 4.9 Technical Access:

The access to and use of any CVCA equipment by the COMPANY, as well as the competency of COMPANY personnel to do so, shall be determined by the CVCA Technical Director prior to any activity. At any time the Technical Director 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 CVCA. If competent personnel are not scheduled in advance, equipment may be unavailable.

#### 4.10 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.

#### 4.11 Equipment:

The Ellen Eccles Theatre provides only limited technical equipment and no in-house grand piano, orchestra pit piano, choral risers, choral/orchestra shell. 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, and some sound equipment at no additional cost. There is a back stage phone available for COMPANY use to make and receive local calls and credit card calls.

#### 4.12 Annex Sliding Door:

The two-story door between the annex and the stage is extremely temperamental. The door is not to be operated except by the Technical Director, Production Coordinator or Facility Manager. The opening/closing mechanism is extremely delicate, and any repair costs, which are usually high, will be borne by COMPANY if COMPANY shall have operated the door in a manner other than that which is herein described, and/or without approval of Technical Director. The default status for the door is in the open position.

### **5.0 HOUSE MANAGEMENT**

#### 5.1 Personnel:

CVCA will provide the necessary volunteer ushers and pay for a house manager for all public performances as part of their ticket office service. House Manager and Facility Manager represent CVCA in absence of Executive Director.

#### 5.2 Concessions:

CVCA 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 commission:

1. 15% commission charged when sold by COMPANY vendors.
2. 20% commission charged when CVCA ushers are used as merchandise vendors.

The House Manager will collect commission at the conclusion of each performance.

#### 5.3 Security:

Backstage security is mandatory for all performances. CVCA will provide and pay for security services during performances. CVCA approved security during full cast rehearsals is the responsibility of the COMPANY.

#### 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 CVCA. Under NO circumstances will babies be admitted.

#### 5.5 Start Time:

Ellen Eccles Theatre performances start on time. CVCA 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:

CVCA 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:

CVCA 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 CVCA 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 CVCA. CVCA Executive Director shall make every effort to negotiate with COMPANY designated representative prior to such action, and may included outside advisors, including, but not limited to the Fire Marshall, Building Inspector, Facilities Committee, Chair, etc. CVCA shall not be liable to COMPANY for any loss or cost occasioned by any such decision by the CVCA Executive Director. Except to the extent such loss or cost arise out of the negligence or willful misconduct of CVCA or its employees, agents, or contractors, COMPANY expressly waives all claims for damages against

CVCA, its officers, agents, and employees resulting from any actions taken by CVCA 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 Cast Parties:

Cast parties must be scheduled in advance and held in the Bullen Center if available. To schedule a Bullen Center event contact CVCA's Administrative Assistant (Trish Blair, 435-753-6518 ext 10 or TBlair@CenterForTheArts.us). Minimal additional fees will apply.

## 7.0 INDEMNITY

COMPANY hereby agrees to defend, pay, indemnify and hold free and harmless Cache Valley Center for the Arts, from and against any and all claims, demands, fines, suits, actions, proceeding, 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.

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## 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, CVCA, 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 CVCA facilities by the COMPANY, unless such liability results from the sole negligence of Indemnities.

8.1a Insurance:

COMPANY hereby agrees to indemnify and hold CVCA 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 CVCA Ticket Office Manager or other authorized CVCA personnel.**

8.1b

COMPANY understands that CVCA 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:

CVCA has property insurance, but CVCA 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.

CVCA 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 Ellen Eccles Theatre 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 CVCA as soon as possible at 435-753-6518 ext 21. 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

Attached and a part of this contract:

- Technical Rider/Estimate Report
- Ellen Eccles Theatre Backstage Policies and Guidelines

- Piano Rental Agreement
- Marquee Order Form



## Technical Rider/Estimate Report

This Rider, along with the Rental Agreement, when signed by the Contact Person named, will represent an agreement between Cache Valley Center for the Arts (CVCA) and \_\_\_\_\_ (COMPANY), regarding the use of the Ellen Eccles Theatre and other facilities operated by CVCA for COMPANY'S upcoming production of \_\_\_\_\_.

This is an estimate of the show as explained by renter to CVCA Technical Director. Additional requests by renter or conditions of the space may result in additional charges. CVCA Technical Director has the final decision on additional charges that occur day of the show. Changes must be signed and initialed by Company's Project Contact and CVCA Technical Director/Production Coordinator. Any changes to this schedule or event must be given with 24 hours notice. Hours of Operation are from 8:00am-Midnight. NO exceptions.

Competency of any company personnel working in a technical capacity will be determined by CVCA Technical Director/Production Coordinator before they will be allowed to perform any technical responsibilities.

**Technical Contact with Fiscal Authority:** \_\_\_\_\_

**(This person must have fiscal decision making responsibility and must be onsite at all times during Company's residency in the theatre, or during work on Company's properties or rented properties.)**

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

### SCHEDULE

Auditions: \_\_\_\_\_  
 Facility Walk-Through: \_\_\_\_\_  
 Wardrobe/Shop Use: \_\_\_\_\_  
 Load-in: \_\_\_\_\_  
 Load Out: \_\_\_\_\_  
 Annex Rehearsal: \_\_\_\_\_  
 Stage Rehearsal: \_\_\_\_\_  
 Tech/Dress Rehearsal: \_\_\_\_\_  
 Performances: \_\_\_\_\_

### ADDITIONAL INFORMATION

Sound/Video recording:  Yes  No

If yes, Location: \_\_\_\_\_ Who? \_\_\_\_\_

Live orchestra?  Yes  No

Piano rental needed?  Yes  No

If yes, please complete attached Piano Rental Form.

# Cast & Crew / Volunteers: \_\_\_\_\_

Animals/Special FX/Pyro/Other: \_\_\_\_\_  
Lighting Designer/Engineer: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Sound Designer/Engineer: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Scenic Designer/Engineer: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

AGREED TO AND ACCEPTED:

_____ Company Representative	_____ Date
_____ CVCA Technical Director	_____ Date
_____ CVCA Executive Director	_____ Date



## PIANO RENTAL AGREEMENT

Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Cache Valley Center for the Arts (CVCA) and \_\_\_\_\_ (COMPANY) for the rental of one Schimmel grand piano valued at \$65,000.

The 7 foot black Schimmel grand piano will be supplied for use by \_\_\_\_\_ (pianist) on \_\_\_\_\_ (dates) for the amount of \$250.00. Tuning charges are \$85.00 and are in addition to the rental charges.

CVCA confirms that the piano is in excellent condition and is free of any distress. Any damage to the piano during the rental period is the sole responsibility of the renter. The renter will be required to check the piano in and out with CVCA Technical Director Cory Castillo or his representative at the beginning and end of the rental period. CVCA will provide tuning services and the renter will be charged for such. No objects are to be rested on the piano lid including but not limited to drinks, center pieces, and instruments. This contract begins on the date of \_\_\_\_\_ and ends on the date of \_\_\_\_\_.

Any controversies or claims arising under, or relating to this agreement shall be governed by the substantive law of the state of Utah.

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

Acceptance of proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**This constitutes the sole and complete agreement between the parties hereto. This agreement may not be changed, modified, or altered except by an instrument of writing signed by both parties.**

By signing this agreement I state that I have seen the piano and have noted below any pre-existing imperfections.

Renter Signature	Company	Date
CVCA Representative		Date
CVCA Executive Director		Date

*Updated 1/14/11*



## **ELLEN ECCLES THEATRE BACKSTAGE POLICIES AND GUIDELINES**

1. It is the responsibility of the Renter to read and understand the policies and guidelines listed on this document. It is also the Renter's responsibility to make these policies and guidelines known to their staff, volunteers, and performers. For safety/liability reasons, they will be strictly enforced, regardless of the knowledge of the individual(s) involved.
2. Food and drink in Ellen Eccles Theatre and backstage areas approved in the contract (hereafter referred to as facilities) are discouraged. If length of rehearsals or performances necessitates food and drink please confine their use to backstage and annex areas only. There will be absolutely no food or drink allowed anywhere else in the facility. Each individual is expected to clean up after eating. No drinks are to be left unattended at any time.
3. Do not bring valuables to the facility. The management is not responsible for their safety. Valuables are the responsibility of the company. Designate someone to collect items of value and keep them together in a safe place. The technical director can provide a safe room.
4. Keep your dressing room(s) neat and clean. Our custodial staff will do the deep cleaning, but they do not have the time to pick up after performers and staff.
5. Do not enter any area of the facility your company has not rented (auditorium, lobby, Bullen Center, etc.).
6. For safety/liability reasons, children are not to run in the theatre unless necessary for the performance. It is required that children be fully supervised at all times when in the theatre. For no reason will any child or group of children be left unsupervised or allowed to roam freely. Please be realistic in how many young people are assigned to any one adult. Unsupervised children and their parents will be asked to leave. This applies to children of staff or siblings of performers with parents in the auditorium.
7. No one is to be in the auditorium unless directed by the CVCA Technical Director or CVCA Production Coordinator for a specific purpose. Placing feet on seats and/or furniture is prohibited. More than 25 persons in the auditorium constitute a public performance and will be billed accordingly.
8. If pit chairs and/or music stands are moved from the pit area, please return them. Do not leave them in the Green Room, hall or dressing rooms.
9. Before leaving the theatre, police all areas you have used for forgotten personal items, cleanliness, etc. CVCA is not responsible for lost or missing items.
10. If utilizing theatre equipment, a member of CVCA technical staff will check out your personnel for knowledge or proper handling. Under no circumstances is anyone but CVCA Technical Director or Production Coordinator allowed to operate the two story door between the annex and the stage.

11. Security arrives 1½ hours prior to curtain. Security is provided for performances, and may be required for some final rehearsals also. No one will be admitted backstage at this time without clearance; names must be submitted prior to the use of the Ellen Eccles Theatre. Security during rehearsals is the user's responsibility, however CVCA Technical Director and/or Production Coordinator have ultimate say in who will and who will not be allowed in the theatre area. Do not "dog" or block open doors.
  
12. Establish a room in which the young people can "do their thing" when not directly involved in the production. It is their responsibility, and yours, to be sure they have something with which to entertain themselves when they are on a break from theatre work.

I have read and understand the Ellen Eccles Theatre Backstage Policies and Guidelines, and will make them known to all staff, performers, and volunteers to whom they will apply.

\_\_\_\_\_

Company Representative

\_\_\_\_\_

Date

\_\_\_\_\_

CVCA Technical Director

\_\_\_\_\_

Date



CACHE VALLEY  
**CENTER FOR THE ARTS**  
Ellen Eccles Theatre • Bullen Center • Thatcher-Young Mansion

# Marquee Order Form

Date: \_\_\_\_\_ Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

### Message Example:

Cache Valley  
Troupe  
presents

You  
Can't Take It  
With You

Jan 3-5  
7:30 PM

**Your Message:** Please fill in each panel (up to 6 maximum) as you wish it to appear. **Remember to keep it short & simple. The more words you put into each panel, the smaller the text will be and the harder to read! We reserve the right to edit the message for space limitations.**

**Message to run from:** Dates: \_\_\_\_\_ to \_\_\_\_\_

### Please select marquee advertising option:

**PER DAY: \$20.00**

\_\_\_\_\_ white text on black background

\_\_\_\_\_ one color text, black background

Text color: \_\_\_\_\_

\_\_\_\_\_ any color text, colored background

Text color: \_\_\_\_\_

Background color: \_\_\_\_\_

\_\_\_\_\_ **\$10.00** per frame for more than 6 frames

# of extra frames: \_\_\_\_\_

Total \$ for extra frames: \_\_\_\_\_

**OVER**

**PER WEEK:**

- \_\_\_\_\_ **\$57.50** white text on black background
- \_\_\_\_\_ **\$67.50** one color text, black background  
Text color: \_\_\_\_\_
- \_\_\_\_\_ **\$75.00** any color text, colored background  
Text color: \_\_\_\_\_  
Background color: \_\_\_\_\_
- \_\_\_\_\_ **\$15.00** per frame for more than 6 frames  
# of extra frames: \_\_\_\_\_  
Total \$ for extra frames: \_\_\_\_\_

**PER MONTH:**

- \_\_\_\_\_ **\$115.00** white text on black background
- \_\_\_\_\_ **\$135.00** one color text, black background  
Text color: \_\_\_\_\_
- \_\_\_\_\_ **\$150.00** any color text, colored background  
Text color: \_\_\_\_\_  
Background color: \_\_\_\_\_
- \_\_\_\_\_ **\$20.00** per frame for more than 6 frames  
# of extra frames: \_\_\_\_\_  
Total \$ for extra frames: \_\_\_\_\_

**GRAPHICS:**

- \_\_\_\_\_ **\$12.00** minimum one-time setup per hour to add graphic image as:
  - \_\_\_\_\_ Separate frame
  - \_\_\_\_\_ Background with words also in same frame
    - \_\_\_\_\_ File on disk    \_\_\_\_\_ File on CD
    - Image name: \_\_\_\_\_
- \_\_\_\_\_ **\$3.00** re-use previously prepared graphic image

**TOTAL:** \_\_\_\_\_

**Apply to contract**  
**Paid by cash, check or credit card**

Order received by: \_\_\_\_\_ Date: \_\_\_\_\_