

**PERFORMING ARTS CENTER AT HILLCREST
(PAC)**

Rental Contract

2800 Owen Idaho Falls, Id. 83406

This must be signed and returned with a non refundable deposit of 25% of total building rental fees (excluding labor costs). The balance of building rental fees must be paid by the day of the show. Any cancellations must be in writing and received in the PAC office at least 60 days prior to show. Any cancellation after this period will require the renter to pay an additional 25% of the total rental fee.

Today's date: _____

Name of Renter: _____

Federal EIN or Social Security #: _____

Idaho Sales Tax#: _____

Promoter is responsible for ALL taxes and musical licensing fees.

Contact Person: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Name of Event: _____

Date of Event: _____

Start Time of Event: _____

End Time of Event: _____

Rehearsal Dates: _____

Admission Charges: _____

Reserved Seating or General Admission: _____

Will you allow photography, flash: _____ non flash: _____ video: _____

Will you have a professional video company: _____

Load In and Load Out Time(s) and Date(s): _____

Sound Check Times: _____

Will Merchandise be sold (House receives 10%): _____

Size of Cast or Group: _____

Will additional backstage space/rooms be needed: _____

Expected number of Attendees: _____

Insurance

Promoter shall provide the PAC a \$1,000,000 liability and property damage "Certificate of Insurance" naming the PAC and Bonneville School Dist. 93 as an additional insured. Additionally the promoter must agree to indemnify and hold harmless the PAC and Bonneville School Dist. 93, its staff, and administrators as the result of any claim arising from the use of the facility or any personal or theatre equipment. The "Certificate of Insurance" must be received and on file at the PAC 30 days prior to the date of effective rental.

Technical Requirements

It is imperative that the final technical requirements and crew calls be made with the Technical Director at least 30 days prior to show.

Please initial _____

The PAC Stage Area Policies

1. Personnel Requirements

The PAC has a Technical Director and or Stage Manager who is responsible for all stage production activities and whose presence will be required whenever the theatre is rented for events using the stage or technical systems, regardless of any other personnel supplied by the Renter. The Technical Director will schedule and supervise the activities of all stage hands and necessary technical crews for the production.

2. Stagehands

All non-touring stage personnel needed for performances or rehearsals shall be provided by the theatre. The theatre will deliver the services of such personnel and prepare payrolls on behalf of the renter, who will be billed for any personnel charges.

3. Backstage Access

Backstage passes are required for access to the backstage area. Show members may enter through the Cast & Crew door on the south west corner, please station a member at the door to check for passes. If you do not provide a person PAC will provide one at the cost of \$6.00 an hour. Backstage passes allow access to backstage areas only, not the stage. Access to the stage is for performers and tech staff only.

4. Photography and Video Taping

Technical Director must be notified in advance if video taping will take place. The PAC staff will designate an area for ALL persons wishing to video and all taping MUST take place from this area so as not to disturb the remainder of the audience.

5. Animals

Renter will not bring, keep or allow animals in the theatre. Upon written permission from the Technical Director, animals used in performances may be brought into the theatre.

6. Loss of Equipment

The renter will be billed for any equipment that is missing after an event if the equipment has been formally checked out to a member of the renter's staff or has been under direct control and care of a member of the renter's staff.

7. Piano Use and Tuning

It is expected that the artists will treat the piano with care and respect. The piano will be moved only by PAC staff with the pianist making only minor adjustments to the pianos location. **Any time** the grand piano is used for any group, **District or not**, there will be a \$50.00 fee, this fee will be paid by the school, group, individual, etc. that chooses to use the piano. An alternate piano can and will be provided free of charge if the group so chooses. All tuning of the piano will be done by PAC approved tuners and billed to the renter's final bill along with any damages which occur to the piano due to negligence on the part of the renter/artist.

Please initial _____

8. Damage to Theatre

The use of tape, nails, screws, staples or mastic on any wall surface, inside or outside the theatre, is prohibited and the cost for cleaning or repairing will be billed to the renter. The writing or marking on any wall surface, mirror, glass or any other building surface with any material, any damage to curtains, any damage to floors, will result in charges to the renter. The renter shall not allow nails, tacks, screws or similar articles to be driven or placed in any part of the theatre by visiting performers or technicians without approval of the Technical Director.

9. Audience Members on Stage

For their own safety audience members are not permitted to go onto the stage from the audience, unless it is crucial to the nature of the event and permission from the Technical Director has been obtained. Meetings of performers and audience members may be done in the Lobby.

10. Audience Attendance at Rehearsal

No audience permitted at rehearsals unless permission from the Technical Director has been obtained 72 hours in advance and renter has provided ushers for said audience. If no usher has been supplied the PAC will provide one at \$6.00 an hour. An audience is anyone not involved directly with show and on the cast and crew list for backstage passes.

11. Food and Drink

The renter agrees that when food and drink are required for the cast and crew, the only area where such food and drink may be served is backstage, unless specified by the Technical Director. At no time will food and drink be allowed in the house.

12. Timing of Performances

The Lobby will open 60 minutes before the announced start time of the event and seating will begin 30 minutes prior to the start of performance. All stage work and sound checks must be completed by that time. **UNDER NO CIRCUMSTANCES WILL THE PERFORMANCE BEGIN OR CONTINUE WITHOUT VERBAL PERMISSION OF THE TECHNICAL DIRECTOR OR STAGE MANAGER.**

13. Location of Control Boards

Sound and/or Lighting for the stage will be controlled from locations specified by the theatre.

14. Sound Level Equalization and Location

The Technical Director or Stage Manager reserves the right to set the final volume levels and to do the final equalization of the sound for any show in the theatre. **NO EXECPTIONS.**

Please Initial _____

15. Delivery Storage

All equipment, sets, props, costumes, etc. may be brought into or out of the theatre only at entrances designated by the Technical Director. In receipt, handling, care or custody of property of any kind delivered to the premises either prior to, during or subsequent to the use of the theatre by any renter, the theatre and Hillcrest High School will exercise due care to avoid damage to such property but shall not be held liable for any loss or damage to such property. All equipment, props, etc. must be removed immediately after the show or a storage fee will apply.

16. Security

The PAC only provides lockable door security on areas under our jurisdiction. The PAC and Hillcrest High School takes no responsibility for any lost or stolen items.

17. Utility Connections

Renter may not undertake plumbing, electrical or carpentry work in the theatre without written permission from the Technical Director. When such work is approved, renter will be responsible for all costs and fees incurred and will be responsible for returning the premises to its original condition unless otherwise noted in the use agreement.

18. Smoking

There is no smoking in the theatre or on school grounds as dictated by state and federal law.

19. Indemnification, hold harmless and release of liability

The renter herewith agrees and promises to indemnify and hold the PAC, Hillcrest High school and Bonneville Dist. 93 and their respective officers, agents and staff harmless and release them for and from any liability, cost or expenses arising from any action, cause of action, claims for relief, demands, damages, expenses, costs, fees or compensation whether or not said actions, cause of actions, claims for relief, demands, damages, costs, fees, expenses or compensation, are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the PAC, Hillcrest High School, Bonneville School Dist. 93 and or their respective officers, agents and staff.

20. Indemnity

Renter hereby agrees to defend, pay, indemnify and hold free and harmless the PAC, Hillcrest High School and Bonneville Dist. 93 from and against any and all claims, demands, fines, suits, actions, proceedings, of anyone whomsoever and from and against any and all costs and expenses, including 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 renter's use of the facility. PAC, Hillcrest or Dist. 93 shall not be responsible or liable for the costs of use of music licensing fees for which the renter is solely responsible.

21. Event Indemnification

Renter hereby agrees to defend, pay, indemnify and hold free and harmless PAC, Hillcrest High School and Bonneville Dist. 93 from and against any and all claims, demands, fines, suits, actions, proceedings of anyone whomsoever and from against any and all costs and expenses, including attorney's fees, resulting from or in connection with the cancellation or postponement of event.

22. Ticketed Events

For ticketed events, everyone must have a ticket to enter the theatre. If you want to admit anyone for free please make sure they have a complimentary ticket. If performers will be entering the seating area they must have a ticket or a backstage pass.

23. Merchandise

PAC will provide individuals to sell merchandise. PAC will receive 10% of the gross revenue of all merchandise sales.

24. Children

Children under 15 are not allowed on the stage or in the backstage area unless they are intricate to the production. If children are part of the production, they must be under direct, adult supervision at all times.

25. Sales Tax

The State of Idaho collects 6% sales tax on all ticket sales. The renter is responsible for all sales tax. The renter must incorporate sales tax into the price of tickets.

26. Ushers

The renter must supply all ushers and ticket takers for their event. Ushers should arrive 1 hour before the start of the show.

27. Tickets

The renter is responsible for any and all ticket sales and the collection of monies.

28. Printing of Rules

Please print our House Rules in your show programs:

No food or drink in theatre, no cell phones or pagers

No backstage access unless you have a backstage pass.

Theatre seating closes immediately after show.

Lobby closes 30 minutes after end of show.

Filming can only be done from designated areas.

29. One time use

There will be a charge for disposable goods used during renter's event (eg. tape, batteries, etc.).

30. Additional space

If the PAC backstage area is not adequate for your cast additional rooms may be rented at the rate of \$50.00 a day per room.

Please initial _____

Performance Arts Center Rental Fees

Nonprofit Organizations: To qualify for this rate, your organization must be one of the following: IRS recognized 501 © (3) organization, nonprofit service club, nonprofit school, government agency or bona fide arts organization that actually provides arts education to the community (eg. dance or vocal studio).

Evening Show

\$225.00 or 5% of gross ticket sales, whichever is greater.

Labor: minimum 1 sound engineer, 1 lighting director, 1 stage manager with a 4 hour minimum labor requirement for each position.

Rentals are for a 7 hour block. Additional charges of \$35.00 an hour may apply after 7 hours.

Technical staff is paid until performance is over and everyone has left the building.

Day Show

\$125.00 for a matinee with evening show. If day only, see above for pricing.

Technical Rehearsals

\$80.00 for a 4 hour block plus tech support.

Commercial Rates

Day or Evening show

\$450.00 per show or 8% of gross ticket sales, whichever is greater.

Labor minimum: 1 sound engineer, 1 light director, 1 stage manager with a 4 hour minimum labor requirement for each position.

Rentals are for a 7 hour block. Additional charges of \$35.00 an hour may apply after 7 hours.

Technical staff is paid until performance is over and everyone has left the building.

Technical Rehearsals

\$100.00 for a 4 hour block plus tech support.

School District 93 sponsored activities

There will be no rental fees for these activities.

All other contract rules apply

Technical Staff costs may apply.

An adviser from the school using the facility MUST be present at all times

While their group is in the facility or their group will not be allowed in.

Labor Costs

All tech workers \$8.00 an hour

Stage Manager \$10.00 an hour

Technical Director \$18.00 an hour

Custodial Staff \$18.00 an hour

LABOR IS JOINTLY DETERMINED BY THE RENTER AND THE TECHNICAL DIRECTOR WITH THE TECHNICAL DIRECTOR HAVING FINAL AUTHORITY TO MAKE ALL STAFFING DETERMINATIONS.

Please initial _____

Signature page

Building Rental Fee

Performance dates each \$_____or _____% of gross ticket sales
With _____performances for a total of \$_____

Rehearsal Dates each \$_____
With _____rehearsals for a total of \$_____

Total amount due opening of event \$_____

Deposit Due (25% of above total) \$_____

Labor:_____

Balance Due:_____

Organization:_____

Representative:_____

Date:_____

PAC Representative:_____

Date:_____

Our goal is for your event to run in a smooth and professional manner. Please do not hesitate to discuss any questions or concerns with the Technical Director or Stage Manager.