



**THEATRE
RENTAL
AGREEMENT**

RENTER INFORMATION (please print):

Contact Person _____

Phone _____ E-mail _____

Organization/Business Name _____

Mailing Address _____

Additional Contact Persons and Information _____

Show/Event Type _____

Show/Event Name _____

Requested Date(s) _____

Show/Event Start Time _____ Show/Event End Time _____

Circle one: Public Event or Private Event

Circle one: For-profit or Non-profit

Will you be charging admission to this show/event? Yes or No

If Yes, how much and what methods of admission will you be using?



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This Rental Agreement is made and effective this (month) _____ (date) _____ of 20____, by and between the Francisco Center for the Performing Arts (FCPA), hereinafter referred to as "Owner" and the above named Renter.

RENTER ACKNOWLEDGMENTS (RENTER please initial each box):

- Renter will assure all consultants, representatives, participants, contractors and/or other involved parties to the show/event are made aware of the guidelines and rules set forth in this Contract.
- Renter will coordinate all access by Renter's consultants, representatives, participants, and/or contractors AND accept all charges incurred should any require additional access.
- Renter understands that selling or consuming alcoholic beverages is not permitted on FCPA property.
- Renter will clean up at the end of the show/event and leave the facility in the original condition.
- Renter shall pay a Rental Deposit in the amount of \$50.00 upon execution of this Contract which will be applied toward total Rental fees and covers security, cleaning fees and hold date deposit. The balance of Rental is due TEN (10) days after the final bill has been issued. - See below for the refund policy.

GENERAL RENTAL DEPOSIT (RENTER please initial each box): All Rentals require a Rental Deposit of \$50.00 at the time of executing this Contract. This Deposit shall be applied to total Rental Fees due as stated under RENTAL FEES on page 5. The remainder of Rent will be due TEN (10) days after the final rental bill is issued. If Rental is canceled by the Renter, the Deposit shall be refunded as shown below.

- Cancellation prior to 91 days – 100% refund.
- Cancellation between 31 and 90 days – 50% refund.
- Cancellation within 30 days of scheduled rental will forfeit the Deposit.

SECURITY & CLEANING DEPOSIT COVERAGE: Upon execution of this Rental Agreement the Renter shall pay a general deposit in the amount of \$50.00 (stated above) to be deposited in Owner's general funds and held by the Owner as a Deposit for the performance by Renter of the terms of this Rental Agreement that covers security and cleaning. The Renter remains liable for all damages. The Deposit shall be applied to the Rental fees. If Rental is canceled by the Renter, the full amount of the Deposit shall be refunded to the Renter according to the schedule above.

OWNER'S REPRESENTATIVE: An Owner's Representative must be present and available during all Rentals. Rental covers an owner's representative fees during the following times:

- A. TWO (2) hours before the show/event

- B. Duration of the show/event
- C. ONE (1) hour following the show/event

The Renter shall pay the Owner \$20.00 per hour for Owner's Onsite Representative for additional time outside of the hours set forth above as arranged with the FCPA board.

FINAL SETTLEMENT OF RENT, DEPOSITS, AND FEES: Within TEN (10) business days after Rental and upon Owner's inspection of the premises, a final statement will be prepared for the Renter. The Renter will be responsible for any balances due the Owner, payable within TEN (10) days.

USE OF RENTAL ACCESSIBLE PREMISES:

- A. The Lobby, Auditorium, Restrooms and Green Room shall be used by the Renter exclusively for the duration of the rental period.
- B. Renter may have access to the stage the day before the rental for setup of equipment and/or rehearsal, if required. On-site Owner's Representative and/or Stage Manager fees shall apply.
- C. Renter shall comply with all the fire, health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities, with respect to the Owner.
- D. Glitter, confetti and sand are not allowed anywhere on the premises.
- E. Pathways to emergency exit doors must be free and clear at all times. Main hallway and stairs are to be free and clear of all tables, chairs, or other obstructions (no tables permitted in main theatre hallway). Please see page 5 for merchandise display and sales options. Doorways will not be blocked or operation and pathway hindered in any way. Failure to maintain a clear pathway will result in loss of future rental privileges.
- F. Owner's promotional materials, furniture or fixtures shall not be moved or removed or covered in any way. Owner's promotional materials must remain in place and displayed, uncovered and unobstructed, and displayed throughout the show/event.
- G. Furniture is to remain in place unless prior written permission from Owner has been granted.
- H. Owner's artwork is to remain in place on walls and/or on stands throughout the show/event.
- I. Children and minors who are a part of the production shall be supervised at all times.
- J. Walls, windows, and woodwork are not to come in contact with tape, glue, nails, screws, or staples. Paint is not allowed on the premises.
- K. A maximum of THREE (3) crockpots or equivalent shall be plugged in at one time, all set to the lowest/warming setting.
- L. Light fixtures must remain as-is and uncovered.
- M. Piano and piano bench are to be protected at all times and no drinks, food, or any object shall be placed upon them. The piano and piano bench are to be treated as the expensive instrument that it is — do not use as a table for display! Only adults and

children who have been trained to play the piano are permitted to do so and only upon Owner's express written consent on Rental Contract.

N. Renter shall assure all subcontractors, participants, etc., have Owner's contact information and is aware of hours of rental and hours of operation. Access to the facility shall be only as set forth herein. Renter shall coordinate all access and shall accept all charges incurred should Renter's consultants and/or contractors require additional access.

AUDIENCE SEATING: The FCPA Main floor holds SEVENTY-FIVE (75) seats. Wheelchair seating is available upon request-maximum ONE (1). Wheelchair seating must be arranged with the FCPA board no less than FIVE (5) days prior to the show/event.

CONDITION OF PREMISES: Renter agrees that Renter has examined the premises at the time of Rental and they are in good order, good repair, safe, clean, and rental condition.

DANGEROUS MATERIALS: Renter shall not have on or around the Owner's facility, anything that is dangerous, flammable, explosive or has explosive characteristics that might increase the danger of fire in or around the Room or Rooms, or that might be considered hazardous. No candles or other open flame devices are permissible under any circumstances. Fog machines require approval from FCPA board. Smoking is not permitted inside the building or on any fire escape landing, or on any rooftop, or within THIRTY (30) feet of the building.

PREMISES: The Owner hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated on in this Agreement, at the following address: 127 W. Francisco, La Veta, CO 81055, and Renter understands that rental may not be the only show/event in the building or theatre occurring at the same time.

SURRENDER OF PREMISES: At the expiration of the Rental Agreement, Renter shall quit and surrender the premises in as good state and condition as they were at the commencement of the Rental, reasonable use and wear expected. A vacuum, broom and cleaning wipes are available for use in cleanup by the Renter.

MARKETING: Event/show marketing strategy must be submitted to the FCPA board within THIRTY (30) days of event/show. Marketing may be in the form of website(s) updates, publicity with town flyers, radio advertisements, and/or inclusion on calendars of events. Owner has the sole decision on where and how the show/event will be marketed with OWNER'S funds. Renter will provide Owner with promotional materials such as digitized hi-resolution photographs, program information, posters, and other materials for use in Owner's marketing endeavors. Owner will have approval rights for all promotional materials created and distributed by Renter in which the Owner's logo, venue or likeness is represented, prior to



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printing and distribution. Renter is encouraged to work with Owner to develop an effective marketing plan that will benefit both. FCPA logo may be obtained through the FCPA contact.

MERCHANDISING: Renter may sell merchandise during show/event. Renter agrees to be responsible for any local and/or state sales tax liability and all licensing and royalties due on Renter's merchandise sold. Additionally, Renter will set up a sales table where designated by Owner with no exception. Renter's staffing will adhere to all conditions as set forth in this Agreement.

INDEPENDENT CONTRACTOR: Renter is acting as an independent contractor and is not an employee of the Owner. Renter is responsible for all wages, payroll tax withholdings, workers' compensation coverage and unemployment compensation coverage for other employees or individuals who are part of Renter's group.

PERFORMANCE DETAILS: FCPA prides itself on quality performances and consistent positive guest experiences while enjoying shows/events at the theatre. The Owner recommends Renter follow these guidelines:

- A. Sound check will be completed TWO (2) hours prior to scheduled start time.
- B. Doors open and seating begins ONE-HALF (1/2) hour prior to scheduled start time.

TICKETING: (When applicable) Renter may provide and coordinate pre-sale in-person or day-of-event general admission tickets only (personally printed and distributed ticketing for school or community plays, recitals, etc.), however all on-line general admission and all reserve-seat ticketing must coordinate with and use the FCPA Box Office ticket service. Renter may pay Owner a per-ticket add-on fee for ticket sales or may choose to pass the add-on fee to the ticket buyer. Ticket Details: Tickets must contain FCPA logo to be obtained from the FCPA board.

RENTAL FEE: FCPA charges rental fee based on total ticket sales on the following schedule:

- A. For-profit rental: TWENTY PERCENT (20%) of total ticket sales
- B. Non-profit rental: FIVE PERCENT (5%) of total ticket sales
- C. The \$50 deposit will be applied to the final rental bill upon inspection of the facilities.

EQUIPMENT: FCPA encourages the Renter to work with the FCPA Board to coordinate staging and sound equipment needs. To that end, the following is a general guideline:

- A. Basic stage lighting and house lighting provided during the show/event.
- B. Rental agreement and owner shall provide sound technician(s) and equipment when required. Renter may pay Owner for necessary personnel and equipment outside of the allotted time frame of the rental period.

C. Rental agreement shall include the Owner providing a Stage Manager to coordinate setup and teardown oversight within the allotted rental period. Should Renter require additional equipment such as chairs, music stands, risers, etc, that may be coordinated with the FCPA board no less than TEN (10) days prior to show/event. The Owner's Stage Manager may act as the Owner's Representative during rehearsal, setup and teardown periods. Stage Manager will be on duty throughout the show/event.

GOVERNING LAW: This document serves as the whole of the Rental Contract and supersedes any and all verbal agreements made in the past, now, or in the future. All changes to this Contract must be received in writing (and via email) with acknowledgement from both parties in order to be valid. Renter may email fcpa663@gmail.com and include "RENTAL CONTRACT" in the subject line. FCPA will provide written acknowledgement only to the email address provided on this Contract. It is agreed that this Rental Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado, County of Huerfano.

Renter shall distribute a copy of the following page (page 7) as a part of this agreement to all performers, contractors, technicians, and/or other parties involved in this show/event.



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IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be executed the day and year first and above written.

Renter's Signature

FCPA Representative Signature

Print Name

Print Name

FOR DISTRIBUTION TO ALL PERFORMERS, CONTRACTORS, TECHNICIANS, AND/OR OTHERS INVOLVED WITH SHOW/EVENT PRODUCTION.