



## Rental Contract

Idaho Falls Civic Center for the Performing Arts

501 S. Holmes, Idaho Falls, ID 83402

Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

EVENT NAME: \_\_\_\_\_

Event Date(s)	Event Time(s)	Rehearsal Date(s)	Time(s):

Performance Web Link: \_\_\_\_\_

Permission to publish performance website initial here: \_\_\_\_\_

MARQUEE TO READ: \_\_\_\_\_

Deposit Amount Included (see Section 1): \$ \_\_\_\_\_

Ticket Contact and Sales Location(s): \_\_\_\_\_

Ticket Price: \$ \_\_\_\_\_

### Booking, Scheduling, Box Office

Idaho Falls Arts Council  
 Lara Hill, Events Manager  
 498 A Street, Idaho Falls, ID 83402  
 Phone: 208.522.0471  
 Fax: 208.522.0413  
 Email: events@idahofallsarts.org

### Venue, Technical Support

Ed Morgan, Civic Manager  
 City of Idaho Falls  
 PO Box 5220, Idaho Falls, ID 83402  
 Phone: 208.612.8396  
 Fax: 208.552.0476  
 Email: civic @idahofallsidaho.gov

**Section: 1 BOOKING CONFIRMATION AND RESERVATIONS**

- Booking Reservations and Date Holds for the Civic Center are made through the IDAHO FALLS ARTS COUNCIL at the contact information above.
- Calendar Holds are accepted on a FIRST COME, FIRST SERVE BASIS.
  - If you desire a date that is already HELD, the Events Manager will contact the 1<sup>st</sup> Hold presenter on your behalf. At that time, the 1<sup>st</sup> Hold presenter has 48 hours to submit an executed contract and place their deposit.
  - If the 1<sup>st</sup> hold presenter fails to submit an executed contract, the first executed contract with deposit received by the events manager will be honored.
- Required Deposits:
  - 1 Day: \$100.00
  - 2 Days: \$200.00
  - 3 or More Days: \$300.00
- Deposit will apply towards the facility rental fee. Refunds will be made if performance dates are canceled 90 days prior to date of 1<sup>st</sup> reservation.

**Section 2: INSURANCE AND PROPERTY**

All renters of the Civic Center shall be required to furnish a current Certificate of Insurance at its own cost and expense that include the following:

- A. The Civic Center and the City of Idaho Falls are named as Additional insured Parties; and
- B. Combined Single Liability with a minimum of \$1,000,000.00.

Lessee shall indemnify and hold Lessor harmless for any injury or damage to anyone or anything associated with Lessee, on leased premises arising from any cause whatsoever that may, at any time, exist from the use or condition of the lease premises.

**To avoid event cancellation**, the CSL certificate must accompany the signed Contract.

The Lessee shall furnish adequate supervision at all times to protect the Lessor’s property from loss of damage arising in connection with the use of the auditorium and equipment. At the termination of this lease, Lessee agrees to redeliver to Lessor all property of Lessor used or occupied by Lessee or its patrons in a condition as good and sound as it was at the inception of this lease, normal wear and tear and acts of God excepted.

- If by reason of fire, action of the elements, catastrophe, or any other cause beyond the control of Lessor, said premises are not available for use by the Lessee for period herein described;

the Lessor shall not be held liable to the Lessee for any damage, expense or any other loss incurred as a result of such cancellation. The Lessor shall however, refund to the Lessee any advance rental payments or deposits made by Lessee in the event of such contingency

- At any time following the approval and adoption of the above resolutions and fees, changes may be enlarged, deleted, or exceptions made thereto.

### **Section 3: SAFETY AND FIRE REGULATIONS**

- The Civic manager, or a Head Technician must be present at all time when building is in use.
- First Aid Stations, crowd control personnel or other special services required to protect the safety and welfare of persons using these facilities will be provided at the expense of the Lessee.
- Lessee agrees to indemnify and hold harmless Lessor against all damages, personal injury, death, losses, expenses, and judgments caused by any act or neglect of Lessee while using the premises. Lessee also agrees to indemnify Lessor against any copy right infringements made by Lessee or the entertainment group the lessee sponsors.
- Ushers are required during all performances and are to remain on duty during the entire performance. They must be briefed prior to performance regarding their responsibilities which will include crowd control, locations of exits, procedures to follow during a fire, panic or other emergencies [Life Safety Code Sec 17.2.1]
- The Lessee will insure that his organization and sponsored group will abide by all policies established by the Idaho Falls City Council and shall abide by all local, state, and federal laws and regulations, including all Uniform fire codes that regulate the use of the space. This includes but will not be limited to, no open flame, unless there is prior approval by Fire Marshall.
- No chairs, wheel chairs or any item may be placed in aisles or traffic patterns to exits for any reason. All persons in attendance at any performance must sit in seat. Standing in aisles, foyer, or sitting on steps is not allowed [UFC 1988 Edition].
- If the presenter anticipates the crowd's participation to be 'lively' (dancing, jumping, stomping, etc), capacity in the balcony MUST BE LIMITED TO 600.

**Section 4: ADDITIONAL POLICIES**

**LABOR AND USE POLICIES- Front of House**

- No Smoking in the Civic Center
- The Venue reserves the right to nine (9) complimentary tickets to be used at Venue’s discretion
- Video recording:
  - Yes, Video Taping is allowed and I will set up in the approved location identified below:

Main Floor	<input type="checkbox"/> Center- Row FF <input type="checkbox"/> Sides- Row XXX
Balcony	<input type="checkbox"/> Center- Row H- Right Side Only <input type="checkbox"/> Row Z

- No, I do not allow video.
- Concessions will be allowed and must be listed on attached exhibit A to be reviewed and approved by Civic Center Manager prior to the event. The sale of gum is prohibited.

**LABOR AND USE POLICIES- Back of House**

- No Smoking in the Auditorium.
- **THE USE OF GLITTER IS STRICTLY PROHIBITED due to the damage and clean-up.** If a presenter is found to have used glitter in any of the facilities, a **\$500 FINE** will be assessed in the final settlement.
- No professional or amateur wrestling or boxing matches are to be scheduled.
- The pianos and organ in the Civic Center may be used for performances and by qualified musicians but shall not be rented to individuals for practice purposes.
- Skateboards and Roller Blades prohibited on Civic Grounds.
- If additional services, equipment, or service personnel not covered by this rental contract are required, the Lessee agrees to amend the consideration of this contract and pay the Lessor the total rental fees as reflected by this amendment.

- The cost of labor in arranging the stage must be paid by the lessee. The lessee may furnish its own labor for stage hands, Box office manager, ticket takers, and ushers. Sound and lighting staff will be furnished by lessor but wages will be paid but lessee. All staffing must be approved by Civic manager. Manager can require house staff to be used for some positions.
- All personnel must have a fifteen (15) hour notice of cancellation of their services or lessee will be required to pay a least the minimum charge.

**Section 5: BASE RATES**

Event Type	Commercial		Non-Profit	
	Main Performance	Additional Performance*	Main Performance	Additional Performance*
Touring Performers with Admission	Greater of 10% or \$800	Greater of 10% or \$400	\$1,500	\$1,500
Area Performers with Admission	Greater of 10% or \$600	Greater of 10% or \$300	\$400	\$200
Meetings or Performance- Non Admission	\$800	\$400- each additional session	\$300	\$200
	with Auditorium Rental	Without Auditorium Rental Up to 4 hours	Cleaning Fee	
Art or Band Room	\$100	\$125 \$25 each additional hour	\$25	

*\*Additional Performance fees are applicable ONLY when combined with a primary performance.*

- Building Facility Fee: \$100 per contracted event.
- The Presenter is entitled to occupancy eight (8) consecutive hours prior to performance. Any additional time will be billed at the rates listed below.

**Section 5: ADDITIONAL RATES**

Additional rehearsal time and setting stage:

First three hours                      \$200.00                      Each additional hour                      \$20.00

Labor:

Head Technicians                      \$25.00

Assistant Technicians                      \$20.00

Stage Hands & Others                      \$15.00

Sales of Merchandise and/or concessions: 10% of Gross

Marley Dance floor (to cover the tape cost) \$60

Replacement charges for expendable items (tape, gels, etc.)

**Section 6: PAYMENT FOR SERVICES**

**Deposits:** Deposits are required at the time of Contract execution.

**Final Payment:** Invoices will be completed within 2 days of the presenter's event. Invoices be paid-in-full within 2 weeks of event date. Checks should be made to the **Idaho Falls Arts Council**.

**Section 7: PERFORMANCE COST ESTIMATES**

Labor Services requested (at additional costs):

- Sound Technician: \_\_\_\_\_
- Stage Lighting Technician: \_\_\_\_\_
- Spotlight Operator: \_\_\_\_\_
- Flyman: \_\_\_\_\_
- Stage Hands: \_\_\_\_\_
- Other: \_\_\_\_\_

*A minimum charge of three hours wages is required for all personnel listed above. All personnel must have a fifteen hour notice of cancellation of their services or presenter will be required to pay at least the minimum charge.*

Additional Equipment Requested (at additional costs):

- Rent Auditorium GELs  Yes  No
- Presenter will provide GELs  Yes  No
- Other: \_\_\_\_\_

**Section 8: SIGNATURES**

THIS CONTRACT is made and entered into between the City of Idaho Falls, a municipal corporation, and the Presenter for the function outlined in the contract.

This document covers all of the terms and considerations relative to the rental and of the specified facility, services, policy and procedures. Signature of the parties testify that their authority to consummate this contract and thereby encumber the organization they represent.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year first above written.

City of Idaho Falls Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Presenter: \_\_\_\_\_ Date: \_\_\_\_\_



EXHIBIT A

Merchandise/Concessions for Sale by Presenter

ALL Concessions intended for sale must be listed below and approved by The Civic Center Manager prior to your event. 10% of Gross Merchandise MUST be settled at the end of the event. Presenter is responsible for reporting and paying sales tax.

**THE SALE OF GUM IS PROHIBITED.**

Concession Items:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

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

Approved: \_\_\_\_\_