



Idaho Falls Arts Council Rental Guidelines

This information is provided to help you understand the process and determine needs and costs associated with renting the Colonial Theater. All events are scheduled and contracted at the discretion of the Events and Rentals Manager and/or Executive Director. Please contact the Idaho Falls Arts Council Events and Rentals Manager at lhill@idahofallsarts.org for information and date availability. All event expenses will be withheld from gross ticket sales or other receipts, and the balance will be paid or invoiced within three weeks after the event.

Colonial Theater General Information

The Colonial Theater first opened in 1919. When it first opened, it had the largest stage in Idaho. It used to host vaudeville acts. In 1921, a bowling alley was added to the basement. It's since been removed.

In 1929, a huge new movie screen and talking pictures arrived and the theater was renamed The Paramount. It remained a movie theater until 1990 when it closed. In 1994, the theater and the adjacent buildings were donated to the Idaho Falls Arts Council. Renovations began in 1996. The Colonial Theater reopened in 1998 with renovation costs of 4.5 million dollars, \$960,000 of that donated by Miles and Virginia Willard. The entire building (named the Willard Arts Center) now houses 2 art galleries, the historic Colonial theater, nine artist studios, a conference room, business offices, and an HC room where weddings and different events can be rented out.

The Colonial theater is one of only three large theaters of historic significance left in all of Idaho. The grand opening after the renovations was held in 1999 with a sold out show by Ray Charles. Swan marquee on the corner is lighted whenever a show is being performed. It was part of the marquee in front of the Paramount movie theater installed in 1952.

In 1990, local arts enthusiasts joined together with the goal of bringing more art and culture to eastern Idaho. In 1994, local businessmen, Dick Clayton, Sr. and Steve Clayton, donated three adjacent downtown buildings to the newly formed Idaho Falls Arts Council (IFAC), including a historic former vaudeville theater. IFAC raised over \$4.5 million to renovate these buildings to become the Willard Arts Center, which currently encompasses the historic Colonial Theater, two visual art galleries, nine artist studios, meeting rooms, and administrative offices. IFAC presents 10-16 mainstage shows each season, most of which are at the Colonial Theater. The Carr Gallery and the Hall Gallery feature 9 visual arts exhibitions every year that highlight local and national talent. Every August, IFAC organizes Roaring Youth Jam on the Idaho Falls River Walk, a free three-day festival where families and youth can interact with creative art media and enjoy live performing arts. ARTitorium on Broadway, an innovative interactive art center for kids and families, opened summer 2014, uses technology and hands-on projects to get kids engaged in art.

As of 2026, IFAC employs five full-time and 15 regular part-time employees with event-based staffing of up to 40 additional people at a time. Approximately 96,980 people participated in one of our programs or an event at one of our downtown facilities in the last year, including 58,061 tickets sold to people attending IFAC's season shows, rental events, and ARTitorium on Broadway. In total, IFAC has an annual impact of \$3.3 million on the community, based on the Americans for the Arts Economic Impact of the Nonprofit Arts & Culture Industry calculator.

Event Definitions

Public Performances: Applies to a presentation using the stage and auditorium, open to the public and utilizes tickets or accounts for the number of attendees. This category includes but is not limited to all forms of dramatic, musical, dance, athletics, lecture or film presentations.

Meetings and Private Events: Applies to a non-ticketed presentation where attendance is limited to members of a particular group or invited attendees and requires minimal labor and stage equipment use. This category includes receptions, seminars, conferences, etc.

Competitions: Applies to any event, whether open to the public or not, in which individuals or groups are judged on their performance.

User Definitions

Commercial: Applies to any theater use by a for profit institute, agency, commercial promoter, business or other private enterprise.

Nonprofit: Applies to any theater use by a qualifying non - regional presenter, tax-exempt or nonprofit organization/entity. The theater will require proof of the organization's tax-exempt status issued by the Internal Revenue Service to qualify for the non-profit rate.

Community: Applies to any theater use by a qualifying local presenter, business or organization or use by a tax-exempt, nonprofit organization, educational institution, or governmental entity. Organizations must reside, do business or have an active organization within Bonneville, Jefferson, Madison, Freemont, Clark, Teton, Butte, Bingham & Bannock Counties.

Booking and Scheduling

The Idaho Falls Arts Council reserves, at its sole discretion, the right to refuse booking a date with any user or organization for any reason. Any organization with outstanding charges will not be allowed to book or hold any dates until all charges have been paid.

Annual community users will be given preference for booking equivalent dates for their use each year. These dates may be set 6-12 months in advance. They may set non-equivalent dates up to 18 months in advance as long as the date is open and not being held by another organization. Any date not set or held 18 months in advance will be released.

The Idaho Falls Arts Council maintains a 1-year master event calendar. All hold requests for use must be initiated with a completed application for use and Date Hold Form. This form may be obtained online to be sent to the Events and Rentals Manager. All dates must be contracted, and a deposit received within sixty (60) days of a hold request or the date will be released. IFAC may hold dates for additional days at the discretion of the Events and Rentals Manager. It is the responsibility of all users to notify IFAC if they desire to extend an existing hold.

A date that is being "held" (without deposit) may be challenged by another user or organization. The user with the original hold will have two (2) full business days to confirm the date and submit a signed rental agreement with deposit. Should the rental agreement and deposit not be received, the date will be released to the user requesting the challenge. They will have two (2) full business days to submit a signed lease agreement and deposit to secure the date.

Any rehearsal or technical set-up may be bumped for a performance rental with sixty (60) day notice to the Renter. This does not apply to dress rehearsals or a technical day immediately preceding a performance day. IFAC will make every effort to reschedule bumped rehearsals within the same week.

Deposits

The theater requires, at minimum, one-half the base rental fee for an event as a deposit upon signing the Rental Contract. For free events, or if the theater is not providing ticketing services, the deposit may be the total rental fee. If the Renter has never rented the theater before, they may also be required to pay estimated expenses in addition to rent at the time of the signing of the Rental Contract. All rental deposits are non-refundable.

An additional damage deposit may be required for certain events. This will be determined by the Events and Rentals Manager when the event is booked. Damage deposits will be returned after inspection of the venue by the Technical Director certifies that no damage was incurred.

Cancelled and Rescheduled Events

If a Renter fails to hold each event or events as specified in the "Use Agreement" at the time agreed, the Renter shall pay to the theater a sum equal to the expenses incurred by the theater for the event as well as forfeit any deposit. Expenses will include Box Office fees, merchant service fees, labor and any equipment or services procured by IFAC on behalf of the Renter.

If a Renter does not use a rehearsal or technical day, without notification of at least a full week, they will be charged the full amount as stated in the "Use Agreement."

In the event of cancellation, a Renter's right to receive any ticket proceeds is superseded by the rights of ticket holders to receive refunds. The Idaho Falls Arts Council will refund all tickets sold through the IFAC Box Office. Renters will be billed for any costs incurred by IFAC for publishing the cancellation, contacting ticket holders and the refund of tickets.

A Renter may apply a deposit to any cancelled event that is rescheduled within six (6) months of the date of cancellation. Ticket purchasers will be allowed to receive ticket refunds for any rescheduled event up to one (1) week prior to the event or until the time and date of the event if the rescheduled date is less than one week after the original date. Additional Box Office fees will apply for refunded tickets.

Liability Insurance

All Renters of the Colonial Theater shall be required to furnish a Certificate of Liability Insurance in which the Colonial Theater is named as an additional insured party and specify the dates of the event(s). Renters shall furnish evidence of insurance through a Certificate of Insurance in the amount of \$1,000,000.00 per occurrence for bodily injury, accidental death, and property damage with a general aggregate of \$2,000,000.00. The certificate shall be furnished within a reasonable time after the execution of the Rental Contract, but not later than 14 days prior to the date of the first scheduled

use of the theater by the Renter. In certain instances, the Renter may be required to obtain additional insurance as determined by the IFAC Executive Director.

The Idaho Falls Arts Council does not offer Renters the ability to purchase insurance coverage through its policy.

ASCAP / BMI Licensing Fees

The Idaho Falls Arts Council/Colonial Theater is required to report performances to ASCAP and BMI. Any Renter that performs or promotes an event that utilizes copyrighted musical works, and whose performances are not specifically exempt under the law, must have licenses from ASCAP and BMI. This includes musical works performed or incorporated into an event in which "dramatic rights" have not been contracted.

Proof of this license and licensing number will be provided to IFAC at the time of contracting. Failure to provide this proof or proof of exemption will result in the withholding of licensing fees from settlement and forwarded to ASCAP and BMI on Renter's behalf. For events without ticket sales the licensing number must be provided before a lease agreement is signed.

Event Ticketing

Events held at the Colonial Theater will be ticketed through the IFAC Box Office. No event may be advertised or put on sale until a signed agreement, Commission Ticket Agreement Form, event details and deposit have been received by IFAC.

Artist Agreements and Technical Riders

Any agreements or technical riders with artists that are performing during the event or with the renting organization must be provided to IFAC. Financial information may be deleted. The Renter must also provide any amendments or changes to these agreements and riders in written form. All these documents must be provided at least 30 days prior to the scheduled date of the event. Failure to provide this information may result in additional charges to Renter should IFAC be required to provide contracted items or services.

Event Production Meeting / Advance

All Renters must have a person designated to make decisions regarding the production of the event. This person must contact the Technical Director *forty-five (45) days* or at the very least three (3) weeks prior to the performance/event date to review all technical needs of the event. The Events and Rentals Manager must be contacted no later than three (3) weeks prior to review merchandise and patron needs. This may be done in person (scheduled in advance) or via phone or email. When possible, and for new Renters, IFAC prefers to have a production meeting at least six (6) weeks prior to the event, with a follow-up two (2) weeks prior. Failure to properly advance the event may result in additional costs that will be billed to the Renter. Any cost incurred by requests made directly by performers to the IFAC will be billed to the Renter.

Merchandise Sales

The sale of merchandise, souvenirs, or goods of any kind is subject to the approval of IFAC. All Renters must set up and adhere to any space requirements prior to the opening of the doors. The theater will charge fifteen percent (15%) commission of gross sales. Non-negotiable. The arts council can supply sales personnel and change funds. Arrangements for such sales must be made at least two (2) weeks

prior to the event. The theater retains the exclusive right to sell food and drink items and its own merchandise at all events without Renter participation in the proceeds.

Public Safety and Security

The number of persons admitted to the premises may not exceed the number set by Idaho Falls Fire Department/City code or deemed reasonable by IFAC. Renter may not obstruct any sidewalks, entries, vestibules, or other public passageways.

IFAC reserves the right to eject, or cause to be ejected from the premises, any person or persons engaging in disruptive, loud, belligerent, or threatening conduct -- whether patron, staff, crew, performer, volunteer, producer or any other person on the premises. IFAC reserves the right to refuse admission to any person displaying the above behaviors or appears to be under the influence of drugs or alcohol. IFAC will not be held liable for any damage to the Renter in exercising this right.

All event security and patron services staff will be supplied by IFAC. Any professional bonded and licensed security or crowd management staff required for the event will be contracted by IFAC and billed to the Renter. Only uniformed law enforcement or professional bonded and licensed security personnel will be allowed to be armed in the venue.

Artist Hospitality and Catering

At the discretion of the Technical Director, and when staffing allows, catering and hospitality services for events and artists may possibly be provided. This will be billed at cost plus an additional service fee. All requirements must be supplied by Renter at least two (2) weeks prior to the event. A representative of the Renter will be responsible for approving or changing needs listed in artist riders. Any additions, changes or needs not communicated in a timely fashion may result in additional charges.

With the exception of alcohol, Renters may supply artist catering and hospitality themselves or directly through a caterer that is approved by the IFAC. Additional fees will be charged for post event clean-up.

Marketing

Renters are responsible for marketing and advertising their events. No print or media ads should include the arts council logo. The following marketing services are included in the rental fee:

Website: Please include the following information for the website via email: • Event Title • Organizing Group (where applicable, i.e. El Jazz Society, Nordic Ski Patrol, etc.) • Date of Event • Time of Event • Ticket Price (please list "Free" if event has no cost) • Brief Description of Event or Performer - 1 to 2 paragraphs • Image • Sponsors (where applicable) • Link Video (where applicable)

Monthly Email: IFAC issues an email on the first of each month highlighting events in the coming month. If your information is submitted to IFAC before the 25th day of the month **PRIOR** to your event, it will be included.

Posters: IFAC has two locations in the Willard Arts Center and one in ARTitorium on Broadway for displaying posters of upcoming events. Please note that posters must be child-friendly to be hung at ARTitorium.

*****Marketing information is due BEFORE tickets can go on sale*****

Additional marketing services may be available. IFAC does not create Facebook Events on its page or other any other social media platforms but can be requested to co-host on Artist page. Contact the Events and Rentals Manager for details, deadlines and costs.

Scenery and Props

All scenery and props are subject to inspection by the IFAC Technical Director. Any items that are deemed unsafe or do not meet fire retardancy standards will not be allowed to be used in the venue. No construction, painting or gluing will be allowed without the expressed written consent of the Technical Director.

Animals

No animals are permitted in the Colonial Theater with the exception of trained service animals. Animals required for a production must be trained for stage performance and treated in accordance with guidelines of the American Society to Prevent Cruelty. Animals required for a production may only be brought into the venue during performances or rehearsals.

If your Certificate of Liability Insurance does not specifically cover the animal(s), a separate certificate must be obtained from the trainer/owner matching the requirement in the previous insurance section.

Damage to Theater

The use of tape, nails, staples, or mastic on any wall surface, inside or outside the theater, is prohibited and costs for cleaning or repairs will be billed to the Renter. Writing or marking on any wall surface, mirror, glass, or other building surface with any material; any damage to the building or equipment; and any damage to floors caused by faulty castors, will result in charges to the Renter.

An additional damage deposit may be required for certain events. This will be determined by IFAC when the event is booked. Damage deposits will be returned after inspection of the venue by the Technical Director certifies that no damage was incurred.

Parking

The theater does not provide parking for anyone, either theater employees or visiting artists or their staff, with the exception of temporary parking for loading and unloading trucks in the alley behind the stage. Trucks must be moved away from the theater when loading or unloading is not actually taking place. All individuals involved in the events at the theater are responsible for their own parking, and under no circumstances are they allowed to park in the alley or in the loading zone next to the theater. Vehicles in violation of this policy are subject to ticketing and towing. Additional parking downtown information can be found here: <https://downtownidahofalls.com/parking/where-to-park/>

General Venue Rules and Regulations

The following rules and regulations will be enforced at all times:

- Per Idaho law, no smoking is permitted inside the venue or within doorways.
- No event may be segregated on the base of race, gender or sexual orientation.
- Flash photography is prohibited. Non-flash photography may be permitted at Renters' discretion.
- No event may be recorded or broadcast unless agreed to in writing prior to the event.

- All current American with Disabilities Act requirements and regulations must be followed. - Guests are not allowed onstage or backstage unless approved by the IFAC Stage Manager or Technical Director and a representative of the Renter. All guests must wear appropriate identification.
- No solicitation is allowed on IFAC property unless agreed to prior to the event.

Colonial Theater Rental Rates and Fees

The base daily rental gives the Renter access to the venue from 8:00am till 12:00 Midnight. Events that last outside these times will incur additional charges. All activities including load-in and set-up and load-out of all equipment must take place within this time period. All activities for partial day non-performance events must be accomplished within the time the venue is leased. Additional time will be billed at an hourly rate appropriate to the staff members on duty.

Stage lighting design and set design are not included, and, if needed, must be approved and arranged by the Technical Director. Hourly rate incurred for setting lights. Front of House, ticket agents, stage crew and security personnel, piano tuning, and any rental equipment will be billed as additional charges. All stage and house personnel must be provided by the theater. All requests for the use of stage or lobby equipment or furniture must be made at least one week before the scheduled event or rehearsal.

Higher rates apply for events that occur on official holidays. Official Holidays are New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

A separate agreement must be negotiated for any event that is recorded or broadcast.

Stage Labor and House Staff

The Colonial Theater has a Technical Director who is responsible for all stage production activities, and whose presence will be required whenever the theater is rented for events using the stage or technical systems, regardless of any other personnel supplied by the Presenter. The Technical Director will schedule and supervise the activities of all stage hands and necessary technical crews for the production. At the discretion of the Technical Director and/or Executive, a 4-hour minimum for staff labor may be required for events lasting less than 4 hours. Additionally, a Front of House Manager is required for all events. See Theater contract for additional FOH and usher requirements.

Pianos and Piano Tuning

The theater has one 8' Kawai Concert Grand and one 7' Yamaha. It is expected that artists and stagehands will treat the piano with care and respect. No food, beverages, ashtrays, cigarettes, equipment, tools, props, or other items are to be placed on the piano, unless the items are integral to a performance and have been approved in advance by the Technical Director. The Piano is not available for use outside the theater. The piano may be moved only by personnel provided by the theater. This includes moving the piano in and out of storage, or anywhere on the stage. Pianists may only make minor adjustments to the Concert Grand piano's location or orientation to the audience. All tuning of the piano will be done by piano tuners provided by or approved by the Colonial Theater and paid for by the Presenter. No one except approved piano tuners are allowed to attempt to change tuning of the piano. Any damage caused by violating these policies, or caused by any other reasons, will be repaired by the theater and charges will be billed to the responsible individual or organization. Cost

of moving the piano is reflected in labor hours. **If you are using the piano, you must pay for piano tuning.**

Additional Production Equipment and Services

Unless specifically listed in the fee schedule, there is no charge for use of any stage equipment owned by the theater. There may, however, be equipment in the theater belonging to other parties which is not available for use. Contact the Technical Director for details. None of the theater's technical systems or equipment can be used or changed without the prior knowledge or approval of the Technical Director. This includes all lighting, rigging, sound equipment, draperies, orchestra shell, portable dance floor, pianos, risers, musical instruments, personnel lift, stage furniture, tools, and other items.

IFAC can arrange the rental of equipment or services required for an event that is not available as part of the venue inventory. The cost of providing this service will be billed to the Renter at cost plus a 15% service fee.