

Flickinger Center for Performing Arts, Inc. Reservation and Use Agreement

This Agreement is between the Flickinger Center for Performing Arts, a 501c3 non-profit organization, herein referred to as Flickinger Center and _____
_____ herein referred to as User.

Name of Event: _____

Type of Event: _____

Ticket Price: Adult: _____ Children: _____

Seating: General Admission: _____ Reserved: _____

Contact Person: _____

Phone: Home _____ Work _____ Cell _____

E-Mail: _____

Mailing Address: _____

Alternate Contact Person/Phone #: _____

IN CONSIDERATION OF RESERVATION AND USE OF THE FLICKINGER CENTER, THE PARTIES AGREE AS FOLLOWS:

I. REHEARSAL AND PERFORMANCE SCHEDULE

User is reserving, and shall have exclusive use of, the Auditorium for the following rehearsals (R) and performance (P) date(s) and time(s). **Rental includes four hour block for rehearsal.**

<u>DATE</u>	<u>TIME</u>	<u>R or P</u>
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____
_____	From: _____ To: _____	_____

Any use of the facility outside these scheduled times is at the discretion of the Flickinger Center Management, and depends upon availability.

All evening performances start at 7:00 pm unless waived by Executive Director
All Sunday afternoon performances start at 2:00 pm unless waived by Executive Director

II. RENTAL FEE (for performance use other than motion pictures)

User shall pay the Flickinger Center a usage fee in accordance with the following schedule: **Rental price includes four hour block for rehearsal.**

Monday – Thursday	\$ 850.00	per Performance _____
Friday – Sunday	\$1200.00	per Performance _____
Monday-Thursday Non-Profit	\$ 420.00	per Performance _____
Friday – Sunday Non-Profit	\$ 540.00	per Performance _____

\$250 fee for a 2nd performance on the same day (does not include rehearsal time).

No fee if 2nd show is a **free** school show.

In order to reserve dates a **\$100.00 nonrefundable deposit** and a **signed contract** are required at the time of booking. The deposit applies toward total rental charges. If the User cancels the reservation **less than 1 week** prior to scheduled use, Flickinger Center will retain **100%** of any fees paid. The **\$100.00** deposit is **non-refundable** regardless of when cancellation occurs.

Rental Fee includes:

1. **One (1) rehearsal session per each paid performance**, not to exceed four (4) hours. Unless other arrangements are made with Flickinger Center Director, **User shall provide their own crew**, to include (but not limited to); Sound Engineer, Lighting Technician, Stage Manager and/or Director, Event Manager and/or Director, **box office**, ticket takers and ushers. User may negotiate separately with the Flickinger Technical Director for their services. Flickinger Center will put out a call requesting its volunteers to fill ticket taker and/or usher positions at User's request, but no guarantee of fulfillment is made or intended. No **box office** will be provided. User must also provide their own starting bank for the box office.
 - a. Additional rehearsals without lights and sound will be charged at a rate of **\$125.00 per four (4) hour block** (or any part thereof).
 - b. Additional rehearsals with stage lights and/or sound will be charged at a rate of **\$200.00 per four (4) hour block** (or any part thereof).
 - c. If additional technical people are required for performance or rehearsal, there will be a charge of **\$60.00 per crew person/per four (4) hour block** (or any part thereof). i.e. Spot Operator
 - d. User **must inform** the Flickinger Center Technical Director, Manager or Executive Director, **a minimum of three (3) weeks prior** to rehearsal and/or performance, of sound, lighting and personnel requirements.
2. The facility will be provided to the User in a clean/safe condition. It will be the responsibility of Flickinger Center to ensure that the cleanliness/sanitary and safety conditions of the facility meet local and state regulated standards.
 - a. User agrees to clean the facility **after each rehearsal** to meet these standards. User is also **responsible for placing all trash in receptacles** at the end of each rehearsal. An additional cleaning fee of \$250 will automatically be added for any performances that include the use of animals.
 - b. User will be financially responsible for any damages, intentional or accidental, (including staining), that results from User acts. **(User initials _____)**
 - c. User will have use of the large downstairs dressing room for all rehearsals/performances (unless otherwise stipulated).
 - d. Items may not be left in the dressing room, or on stage, between rehearsals and performance(s) unless the User has rented the facility for multiple consecutive days.

Monday thru Thursday Performance(s)	_____	x \$ 850 = \$ _____
Friday thru Sunday Performance(s)	_____	x \$1,200 = \$ _____
Monday thru Thursday Performance Non-Profit	_____	x \$ 420 = \$ _____
Friday thru Sunday Performance Non-Profit	_____	x \$ 540 = \$ _____
Additional Performance(s) (same day)	_____	x \$ 250 = \$ _____
Technical Director (1 ea. 4hr block)	_____	x \$ 100 = \$ _____
Extra Rehearsal(s) (4 hour block) (no light/sound)	_____	x \$ 125 = \$ _____
Extra Rehearsal(s) (4 hour block) (with light/sound)	_____	x \$ 200 = \$ _____
Use of 9' Baldwin Grand	_____	x \$ 200 = \$ _____
Use of Marley Floor	_____	x \$ 200 = \$ _____
Mandatory Cleaning Fee for Performances	_____	x \$ 150 = \$ _____
Cleaning Fee for Performances with Animals	_____	x \$ 250 = \$ _____
Add'l Crew Show (spot, stage, etc., per person-4 hr)	_____	x \$ 60 = \$ _____
Add'l Crew Rehearsal (spot, stage, etc. per person-4 hr)	_____	x \$ 60 = \$ _____
		Total Rental Charges = \$ _____

Date Pd _____ Ck# _____ Deposit - \$ _____
Date Pd _____ Ck# _____ Balance Due = \$ _____

NOTE: Patron's Hall rental available with Theater Rental (Up to 3 hours) \$225 Yes or No
If yes, please fill out Patron's Hall Rental Agreement

*Optional Flickinger Ticket Service - \$1.75 per ticket sold: User Accepts _____ Declines _____
For Hard Ticket office sales a fee of \$.50 per ticket: User Accepts _____ Declines _____

III. GENERAL POLICIES AND PROCEDURES

- A. The Flickinger Center shall have a **staff employee** or designated corporation representative at the Auditorium **at all times** during uses by the User, and the staff employee or designated representative shall have the authority to enforce all rules and regulations for the use of the Auditorium.
- B. The User agrees to **abide by and enforce all rules and regulations** for the use of the Auditorium, a copy of which is attached to this agreement. User specifically agrees to be responsible for costs of repair and/or replacement of any and all items in the facility damaged as a result of the User's activity in the Auditorium. If the Flickinger Center incurs any expenses in repair or replacement, User shall reimburse the Flickinger Center within three days of written notice of the cost(s) incurred. User shall not again be permitted to use the Auditorium until the Flickinger Center has been reimbursed in full.
- C. User agrees to carry **Liability Insurance** in the amount of **\$1,000,000.00** on which **Otero County is named additional insured**. User shall furnish Flickinger Center with a Certificate of Insurance no later than seven (7) business days prior to the use of the Auditorium, demonstrating that insurance coverage requirements are met. **User Initials: _____**
- D. User will provide a Certificate of Insurance, confirming Commercial General Liability limits of not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, and \$2,000,000 Products-Completed Operations Aggregate. If the user will transport passengers or supplies to the venue for their event, the Certificate of Insurance must also provide vehicle liability and / or hired and non-owned auto liability with not less that \$1,000,000 combined single limit. **User Initials: _____**
- E. If the user will provide or sponsor alcohol, the Certificate of Insurance must also provide for Liquor Liability coverage in the amount of not less that \$1,000,000 each occurrence and \$1,000,000 aggregate. If the user is contracting the Alcohol service to others that entity will provide a certificate

of insurance displaying the liquor liability limits noted above. **User Initials:_____**

- F. User agrees to indemnify and **hold harmless** the Flickinger Center, Flickinger Board of Directors, employees and Otero County, its officers, employees, and agent from any and all claims, causes, or losses arising from User's activity at the Flickinger Center, including, but not limited to, damage caused by user, medical expenses of any one person, personal (slander) & advertising injury, loss of merchandise, costs, judgments, expenses, CoVid related issues and attorney's fees. If User is conducting a live performance, User agrees to obtain from each participant, or from the parent or legal guardian of any participant who is a minor, a release of liability which names the Flickinger Center and Otero County - **User Initials._____**
- G. The Flickinger Center understands and agrees that User may charge admission and participation fees for its activities in the Auditorium. **User is responsible for providing tickets, box office and ticket taker personnel** (unless other arrangements are made with the Flickinger Center). *User may utilize the Ticket Service available through the Flickinger Center and have their event added to the Flickinger Center Web Site. Event specific tickets are sold On-Line and/or through the Box Office. There is a fee of \$1.75 per ticket sold utilizing the Flickinger ticketing service. ***The fee can be passed on to ticket purchasers.*** There is an additional service fee of 2.5% of ticket price, per ticket sold using the Flickinger Center credit card processing.
- H. **Flickinger Center reserves all rights to sell concessions, food, and drinks at all performances. User must include at least one (1) intermission per performance.** (unless other arrangements are made with the Flickinger Center)
- I. The use of the name "Flickinger Center for Performing Arts" is strictly regulated and protected in all of its forms. Any use of the name in any form shall be only with the permission of the Flickinger Center for Performing Arts Board of Directors or its assignees prior to that use.
- J. **User is responsible for all forms of promotion**, including but not limited to, print media, radio and television advertising. User will have one (1) outside display case for promotion of their event a ***minimum*** of one (1) week prior to event. User is responsible for providing material to place in the display case. Material must be approved by the Flickinger Center, prior to placement in the display case. User will have their event placed on the Marquee the day of their event (earlier as permitted by time and space available due to other events). User must have the attached Marquee Form filled out and turned in to the Flickinger Center office a minimum of one (1) week prior to event. The Marquee Form must specify what shall be placed on the Marquee to promote the User's event. Flickinger Center reserves the right to edit the information for content and space.
- K. User assumes all responsibility for informing all members of the User group of the policies and procedures agreed to in this contract including Appendix A.
- L. Fees and regulations are subject to change without prior notice.

Disclaimer: The views and opinions expressed in all presentations are those of the authors, presenters and producing entity and do not necessarily represent the official policy or position of the Flickinger Center for Performing Arts or of its staff, Board of Directors, patrons, or supporters.

USER

FLICKINGER CENTER

REPRESENTATIVE _____

NAME _____

PHONE _____

PHONE _____

SIGNATURE _____

SIGNATURE _____

DATE _____

DATE _____

June 2021

APPENDIX A

**RESERVATION AND USER AGREEMENT
FLICKINGER CENTER FOR PERFORMING ARTS**

1. NO SMOKING (THIS IS A SMOKE FREE FACILITY)
2. ALCOHOLIC BEVERAGES MAY NOT BE BROUGHT ON OR CONSUMED ON THE PREMISES UNLESS THE NECESSARY PERMITS AND INSURANCE HAVE BEEN OBTAINED. EXCEPTION: MEMBERS OF PATRON HALL'S SPIRIT CLUB MAY PURCHASE ALCOHOLIC BEVERAGES FROM PATRONS HALL AND CONSUME BEVERAGE IN FLICKINGER CENTER AUDITORIUM.
3. FOR SAFETY REASONS THERE WILL BE NO RUNNING IN THE AUDITORIUM.
4. NO ANIMALS ARE ALLOWED IN THE FACILITY EXCEPT ASSIST ANIMALS AND ANIMALS USED IN AN EVENT PERFORMANCE. ADDITIONAL \$250 CLEANING FEE WILL BE ASSESSED FOR PERFORMANCES WITH ANIMALS.
5. AT THE THEATER, TICKET SALES ARE FROM THE TICKET BOOTH ONLY.
6. IF THE FLICKINGER CENTER SELLS YOUR TICKETS THERE WILL BE A \$.50 CHARGE PER TICKET SOLD. THERE WILL BE A \$1.75 FEE PER TICKET FOR USE OF THE FLICKINGER TICKET SERVICE
7. ADVANCE APPROVAL FROM THE FLICKINGER CENTER MANAGEMENT IS REQUIRED BEFORE ANY TABLES ARE SET UP IN THE LOBBY.
8. **NO ONE IS ALLOWED IN THE PROJECTION BOOTH.**
9. PLEASE DO NOT HANG CLOTHES ON THE WATER PIPES OR THE CURTAIN RODS IN THE DRESSING ROOMS.
10. PAINT BRUSHES ARE WASHED IN BUCKETS, OUTSIDE, ONLY! DO NOT USE THE SINK TO CLEAN YOU BRUSHES.
11. **DROP CLOTHS ARE REQUIRED WHEN PAINTING ON STAGE. IF PAINT IS SPILLED OFF THE CLOTH, IT MUST BE CLEANED UP AND THE STAGE REPAINTED FLAT BLACK. UNDER SUPERVISION OF TECHNICAL DIRECTOR**
12. SOUND AND LIGHTING EQUIPMENT WILL BE CHECKED OUT TO DESIGNATED TECHNICIANS ONLY.

13. PLEASE PICK UP THE TRASH AFTER EACH REHEARSAL IN THE AUDITORIUM AND DRESSING ROOM. A \$150.00 CLEANING FEE WILL BE ASSESSED IF USER DOES NOT CLEAN UP AS REQUIRED
14. THEATRE LIGHTS ON STAGE MAY NOT BE MOVED WITHOUT PRIOR APPROVAL FROM THE FLICKINGER CENTER TECHNICAL DIRECTOR OR MANAGEMENT.
15. THERE ARE NO TOOLS LOANED OUT! YOU MUST BRING YOUR OWN.
- 16. PLEASE RETURN EVERYTHING TO ITS PROPER ORIGINAL PLACE.**

THANK YOU FOR YOUR SUPPORT AND COOPERATION!

USER SIGNATURE _____ DATE _____

FLICKINGER SIGNATURE _____ DATE _____

June 2021

EVENT PARTICIPANT LIABILITY RELEASE

I, _____, a participant or parent or legal guardian of a participant, in the event _____ hereby release the Flickinger Center, Flickinger Board of Directors, it's staff and employees, and Otero County, its officers, employees, and agent from any and all liability, claims, causes, or losses arising from participant's participation in said event at the Flickinger Center, including, but not limited to, damage caused by user and/or participant, medical expenses of any one person, personal (slander) & advertising injury, loss of merchandise, costs, judgments, expenses, CoVid related issues and attorney's fees.

NAME: _____
Participant or Parent or Legal Guardian

SIGNATURE: _____
Participant or Parent or Legal Guardian

DATE: _____

Revised 2/23/22

