

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

This Agreement is between the Flickinger Center for Performing Arts, a 501©3 non-profit organization (Flickinger) and \_\_\_\_\_ (User).

**Name of Event:** \_\_\_\_\_

**Type of Event:** \_\_\_\_\_

**Ticket Price:** Adult: \_\_\_\_\_ Children: \_\_\_\_\_

**Seating:** General Admission: \_\_\_\_\_ Reserved: \_\_\_\_\_

**Contact Person:** (9am – 5pm Mon – Fri) \_\_\_\_\_

**Phone:** Home \_\_\_\_\_, Work \_\_\_\_\_, Cell \_\_\_\_\_

**E-Mail:** Address: \_\_\_\_\_

**Alternate Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

IN CONSIDERATION OF BEING PERMITTED TO RESERVE AND TO USE THE FLICKINGER CENTER, THE PARTIES AGREE AS FOLLOWS:

**I. PERFORMANCE SCHEDULE**

User is reserving, and shall have exclusive use of, the Auditorium for the following performance date(s) and time(s).

DATE

TIME

\_\_\_\_\_ 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 7:30 pm unless waived by Executive Director*

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

II. **REHEARSAL SCHEDULE**

User is reserving, and shall have the use of, the Auditorium for rehearsal(s) for the following date(s) and time(s). Please indicate the times you plan to use the Auditorium. Our regular business hours are Monday through Friday, 9 am to 5 pm.

| <u>DATE</u> | <u>TIME</u>           |
|-------------|-----------------------|
| _____       | From: _____ To: _____ |
| _____       | From: _____ To: _____ |
| _____       | From: _____ To: _____ |
| _____       | From: _____ To: _____ |
| _____       | From: _____ To: _____ |
| _____       | From: _____ To: _____ |

III. **RENTAL FEE** (for performance use other than meetings/motion pictures)

User shall pay the Flickinger Center a usage fee in accordance with the following schedule: Monday – Thursday \$325.00 per Performance Day  
Friday – Sunday \$400.00 per Performance Day

**9' Baldwin Grand available for additional \$150 to cover cost of tuning**

**\$150 fee for a 2<sup>nd</sup> performance on the same day (does not include rehearsal time).**

No fee if 2<sup>nd</sup> show is a **free** school show. \$150 per Additional Performance\_\_\_\_\_

In order to reserve date(s), a **\$150 nonrefundable deposit** and a **signed contract** are required at the time of booking. The deposit applies towards the total rental charges. If the User cancels the reservation **less than 72 hours** prior to the scheduled use, the Flickinger Center will **retain 100% of any fees paid**. The **\$150 deposit is refundable**, if notice of cancellation occurs 61 days prior to date of scheduled event.

**Rental Fee includes:**

1. **One (1) rehearsal session per each paid performance**, not to exceed six (5) hours (block of time may not be divided between multiple days). 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. The Flickinger Technical Director and/or Lighting technician are available for consultation. The Flickinger Technical Director and/or Lighting technician are available as the Sound & Light Technician at a rate to be negotiated separately with the Technical director and/or the Lighting Technician.
  - a. Additional rehearsals without stage lights and sound will be charged at a rate of **\$80.00 per six (5) hour block** (or any part thereof).
  - b. Additional rehearsals with stage lights and/or sound, User must negotiate this with the Technical Director and/or Lighting technician and will be charged at

- a rate of **\$125.00 per five (5) hour block** (or any part thereof) plus Technical Director/Lighting technician fees if applicable.
- c. If additional technical people (ie., spot operator, etc.) are required for performance or rehearsal(s), there will be a charge of **\$40.00 per crew person**/per four (4) hour block (or any part thereof).
  - 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, or pay an additional cleaning fee of \$50.00 per rehearsal. User is also responsible for removing the trash 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 actions. **(User initials \_\_\_\_\_) (does not include actions by ticket holders)**
  - 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 \$325 = \$_____ |
| Friday thru Sunday Performance(s)                 | _____ x \$400 = \$_____ |
| Additional Performance(s)                         | _____ x \$150 = \$_____ |
| Rehearsal(s) (5 hour block) (no light/sound)      | _____ x \$80 = \$_____  |
| Rehearsal(s) (5 hour block) (with light/sound)    | _____ x \$125 = \$_____ |
| 9' Baldwin Grand Rental (cover cost of tuning)    | _____ x \$150 = \$_____ |
| Cleaning Fee per Rehearsals (if not done by User) | _____ x \$50 = \$_____  |
| Cleaning Fee for Performances with Animals        | _____ x \$250 = \$_____ |
| Additional Crew Performance (4 hour block)        | _____ x \$40 = \$_____  |
| Additional Crew Rehearsal (5 hour block)          | _____ x \$40 = \$_____  |
| Backline (amps, percussion – per item/usage fee)  | _____ x \$50 = \$_____  |
| Drum Kit (usage fee)                              | _____ x \$75 = \$_____  |
| Marley Dance Floor (usage fee)                    | _____ x \$100 = \$_____ |

Total Rental Charges = \$\_\_\_\_\_

Date Pd \_\_\_\_\_ Ck# \_\_\_\_\_ Deposit - \$\_\_\_\_\_

Date Pd \_\_\_\_\_ Ck# \_\_\_\_\_ Balance Due = \$\_\_\_\_\_

*\*Optional*

*Automated Ticket Service @ \$1.75 per ticket sold (fee is charged to ticket purchaser) Ticket purchase link will be placed on Flickinger Center website, listed with other events. A link can be placed on purchasers website also.*

User Accepts \_\_\_\_\_ Declines \_\_\_\_\_

*(User can also rent a thermal ticket printer to sell tickets from a site of their choosing)*

User Pre-printed sold in Flickinger office @ \$.75 per ticket sold: User Accepts \_\_\_\_\_ Declines \_\_\_\_\_

#### IV. 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 the Flickinger Center and the Board of Directors are named additional insured. User shall furnish Flickinger Center with a Certificate of Insurance no later than thirty (30) business days prior to the use of the Auditorium, demonstrating that insurance coverage requirements are met.
- D. User agrees to indemnify and **hold harmless** the Flickinger Center, 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, 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 the User.
- E. 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. There is a \$.75 per ticket fee for User printed tickets sold in the Flickinger office during business hours.
- F. **Flickinger Center reserves all rights to sell concessions, food, and drinks at all performances. User must include at least one (1) intermission per performance.**
- G. 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.
- H. **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.

- I. 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.
- J. Fees and regulations are subject to change without prior notice.

**USER**

**FLICKINGER CENTER**

REPRESENTATIVE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**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.
3. FOR SAFETY REASONS THERE WILL BE NO RUNNING IN THE AUDITORIUM. ALL CHILDREN OF PARTICIPANTS OR THAT ARE PARTICIPANTS MUST BE SUPERVISED AT ALL TIMES.
4. NO ANIMALS ARE ALLOWED IN THE FACILITY EXCEPT ASSIST ANIMALS AND ANIMALS USED IN AN EVENT PERFORMANCE. ADDITIONAL NONREFUNDABLE \$250 CLEANING FEE WILL BE ASSESSED FOR PERFORMANCES WITH ANIMALS.
5. TICKET SALES ARE FROM THE TICKET BOOTH ONLY.
6. IF THE FLICKINGER CENTER SELLS YOUR TICKETS THERE WILL BE A \$.75 CHARGE PER TICKET SOLD.
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 THE SIDE STAGE SINK ONLY! PLEASE CLEAN THE SINK AFTERWARDS.
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.**
12. SOUND AND LIGHTING EQUIPMENT WILL BE CHECKED OUT TO DESIGNATED TECHNICIANS ONLY. FLICKINGER LIFT, SCAFFOLDING, TOOLS, SUPPLIES, BACKLINE, ARE NOT TO BE TOUCHED OR MOVED WITH OUT CHECKING WITH TECHNICAL DIRECTOR OR THEATER DIRECTOR.
13. PICK UP TRASH AND CLEAN UP AFTER EACH REHEARSAL IN THE AUDITORIUM AND/OR USE OF DRESSING ROOMS, OTHERWISE A \$50 CLEANING FEE IS ASSESSED PER RENTAL DAY.
14. THEATRE LIGHTS ON STAGE MAY NOT BE MOVED WITHOUT PRIOR APPROVAL FROM THE FLICKINGER CENTER TECHNICAL DIRECTOR OR THEATER DIRECTOR.
15. THERE ARE NO TOOLS LOANED OUT! PLEASE BRING YOU OWN.
16. PLEASE RETURN EVERYTHING TO ITS PROPER ORIGINAL PLACE.

THANK YOU FOR YOUR SUPPORT AND COOPERATION!

USER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

FLICKINGER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**MARQUEE FORM**  
**FLICKINGER CENTER FOR PERFORMING ARTS**

WORDING IS LIMITED TO THIRTEEN (13) LETTERS PER LINE AND A TOTAL OF EIGHT (8) LINES

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

***THIS FORM MUST BE TURNED IN TO THE FLICKINGER CENTER OFFICE A MINIMUM OF SEVEN (7) DAYS PRIOR TO EVENT DATE!***

***FLICKINGER CENTER RESERVES THE RIGHT TO EDIT FOR CONTENT AND AVAILABLE SPACE!***

USER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

FLICKINGER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_