

FACILITY USE AGREEMENT

2015-2016 SEASON

WHIDBEY ISLAND CENTER FOR THE ARTS

PO Box 52 - 565 Camano Avenue Langley, Washington 98260

Tel. 360/221.8262 Fax. 360/221.5812

Email. info@wicaonline.com www.WICAonline.com

Read and fill-out completely to secure a rental date

NAME OF EVENT.

Name of presenter, individual, group, or organization

Social Security Number or Business ID #

Date and Time of Event and If this event is a benefit, please state for whom

WICA requires renters to indicate fundraiser beneficiaries on all event publicity materials including but not limited to posters and press releases.

Contact Person

Address

Phone

DAY EVE FAX

Email

*Stage Manager/ Performance Contact

Phone

DAY EVE EMAIL

*Certified Technical Personnel Contact

Phone

DAY EVE EMAIL

*Lessee is responsible for finding and/or hiring qualified and approved technical personnel for all performances and rehearsals, at least one month prior to performance, or contract is invalid.
WICA can provide a list of approved technicians.



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PERFORMANCE RATES FOR MICHAEL NUTT MAINSTAGE

Prime Days	8.00 am – 12.00 pm	12.01pm – 5.00 pm	5.01pm – 11.00pm
<i>Thu, Fri, Sat, Sun + Holidays</i>	\$350	\$400	\$500
Standard Days	8.00 am – 12.00 pm	12.01pm – 5.00 pm	5.01pm – 11.00pm
<i>Mon, Tue, Wed</i>	\$300	\$350	\$400

Rental Fee includes: Website Calendar Listing, Basic Facebook Presence and Lobby Video

PERFORMANCE RATES FOR ZECH HALL-STAGE LIGHTS UP/DOWN-MORE IF FULL LIGHTING

Prime Days	8.00 am – 12.00 pm	12.01pm – 5.00 pm	5.01pm – 11.00pm
<i>Mon.-Suns, plus Holidays Full Stage Lighting Extra</i>	\$120	\$150	\$200

OPTIONAL STAFF/MARKETING FEES FOR BOTH THEATRE'S:

Production Oversight: Technical Director, Lighting Designer, or Production Director at \$20ph

Marketing Option: \$25 we will release your written Press Release to our extensive Press List

\$100 Enhanced Website Presence/2 Constant Contacts out to entire data base/WICA Marquee

If event use extends beyond the contracted period the Lessee will be charged overtime at the rate of \$100 per hour, or any portion used by the Lessee for any reason.

Lessees who require use of the full stage area (including the thrust) due to non-mobile stage equipment, or sets, for multiple performance dates will be responsible for striking the set for facility availability if required. (Or, Lessee may opt to retain the full stage area by compensating WICA for lost rental.) Lessees are encouraged to use mobile equipment and sets to make the forestage available for other users.

Performance dates/hours _____ **Performance rental** \$ _____
use reverse of sheet if necessary

REHEARSAL AND LOAD IN RATES FOR BOTH STAGES.

Usage is on availability only basis

- [] **Work Light Rehearsal - Fluorescent lights on stage only**

\$10/hour , 3-hour minimum	hours _____ x \$10	\$ _____
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- [] **Stage Lights Rehearsal - Any rehearsal with stage lights will require a WICA certified tech to run**

\$20/hour , 3-hour minimum	hours _____ x \$20	\$ _____
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- [] **Set load in/out - any load in/out with stage lights will require a WICA certified tech to run**

Either Stage with work lights only	\$10/hour , 3-hour minimum	hours _____ x \$10	\$ _____
Main Stage with scoop lights	\$12/hour , 3-hour minimum	hours _____ x \$12	\$ _____
Either Stage with Stage lights	\$20/hour , 3-hour minimum	hours _____ x \$20	\$ _____

Rehearsal dates/hours _____ **Rehearsal rental** \$ _____
use reverse of sheet if necessary

If Lessee is not using WICA Ticket Office Services, full rental fees are due 30 days prior to the event.

CONCERT ROYALTIES.

The American Society of Composers (ASCAP) requires a percentage of total gross revenues to be paid for musical performances. WICA will report and forward royalties.

Total Revenues \$ _____ x **.80% Royalties** \$ _____



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TECHNICAL SERVICES

Lessee is responsible for finding and/or hiring qualified and approved technical personnel for all performances. WICA can provide a list of approved technicians should the lessee require one. Fees typically run from \$10 to \$20 per hour, depending on experience and the requirements of the event. WICA technical personnel may be hired, subject to availability. **Staff fees are \$20/hour during the event; and \$25/hour for hanging lights.**

<input type="checkbox"/>	I will provide tech support	<input type="checkbox"/>	I need a list of approved technicians	
<input type="checkbox"/>	I would like WICA to provide tech support	hours _____	x \$20	\$ _____
		hours _____	x \$25	\$ _____
Steinway L. piano	<input type="checkbox"/>	\$50 – usage per event		\$ _____
Bechenstein Piano	<input type="checkbox"/>	\$70 – usage per event		\$ _____
	<input type="checkbox"/>	\$75 – tuning (optional)		\$ _____
Video Projector System	<input type="checkbox"/>	\$50 – usage per event (must clear with Technical Director)		\$ _____
2 nd Projector Available	()	\$50 – usage per event		\$ _____
Floor Paint	<input type="checkbox"/>	\$70 (\$50 paint supply, \$20 labor) If floor is highly scuffed or marked from usage		\$ _____

TICKET OFFICE SERVICES.

I would like to use the services provided by the WICA Ticket Office YES NO
 If RENTOR is not using the WICA Ticket Office Service, full rental fees are due 30 days prior to the event.

FEES \$1 per printed ticket + 3% on credit card charges +
 \$1.50 per printed ticket for Blackbaud Ticketing Service

Ticket Prices

If yes, list below the information to appear on the ticket
 (limit to three lines, 13 characters each line)

<input type="checkbox"/>	All Seats	\$ _____	_____
<input type="checkbox"/>	Adult	\$ _____	_____
<input type="checkbox"/>	Flex Pass (\$10)	\$ _____	_____
<input type="checkbox"/>	Senior/Military	\$ _____	_____
<input type="checkbox"/>	TeenTix (\$5 seats)	\$ _____	Date that tickets go on sale _____
<input type="checkbox"/>	Youth (ages 25 and under)	\$ _____	_____
<input type="checkbox"/>	Other (give details)	\$ _____	_____

Number of comps/house seats _____

Person authorized to order
 comps/house seats _____

Phone _____
 DAY _____ EVE _____ EMAIL _____

Will there be an intermission? YES NO

***Programs to hand out?** YES NO

**Programs must be brought to WICA at least one hour prior to performance. WICA is not responsible for copying or reproducing any materials; however, WICA volunteers will distribute programs.*

Will you be selling merchandise? YES NO
 Do you need volunteers for merchandise sales? YES NO

See Facility Use Agreement, page 5

PLEASE PROVIDE NAME AND PRICES FOR ALL MERCHANDISE WITHIN 48 HOURS OF EVENT TO ENTER IN SQUARE READER



FACILITY USE AGREEMENT

2014-2015 SEASON

JANITORIAL SERVICES.

- Lessee to provide (Janitorial Contract attached)
 - WICA clean-up fee \$100 each performance \$ _____
- Approx. Fees** \$ _____

DEPOSIT.

Non-refundable, 30% of total fees

- Date received** _____
- Amount received** \$ _____

VOLUNTEER STAFF.

WICA has an extensive list of trained volunteers to staff and support all events, and usually fills positions for all shows. The volunteers who support your event are guaranteed specific seats on the mainstage (A 15, 13, 11, 9, 16, 14, 12, & 10). These are seats located closest to the exits, which enable volunteers to expedite emergency procedures should the need arise. If you wish to staff volunteers yourself, all volunteers must be trained in advance. Lessee must coordinate training times and dates with WICA's Volunteer Coordinator. **Concessions and Ticket Office are always staffed by WICA personnel/volunteers.**

RECONCILIATION.

(Deducted from gross ticket sales or payable by check to WICA)

Due two business days after last show and/or when all contract conditions are completed. WICA retains the right to withhold estimated cost of cleaning or repair to building or stage until Lessee completes work.

TOTAL Fees	\$ _____
Minus Deposit	\$ _____
TOTAL DUE AT RECONCILIATION	\$ _____

Payable to: _____
 Name **Address**

I have read and understand the Facility Rules and Requirements of the **Whidbey Island Center for the Arts** and hereby agree to all sections of said policy. I have reviewed the Facility Use Agreement figures and understand the kinds of charges I will be liable to pay for the use of the above facility and agree to pay said fees prior to the first date of the event. I hereby hold the **Whidbey Island Center for the Arts**, its staff, board and counsel harmless from liability for any action arising from use of the **Whidbey Island Center for the Arts**. Agreement valid after this form is signed by both parties and deposit has been paid. Receipt of your deposit and countersignature of Executive Director will guarantee date.

Lessee signature Title Date

WICA Executive Director signature Date



FACILITY USE AGREEMENT

2014-2015 SEASON

RULES AND REQUIREMENTS

- € All uses of the facilities will be covered in a contract between Whidbey Island Center for the Arts (WICA) and the lessee.
- € Signing of the contract, and payment of a non-refundable deposit, reserves the selected time for the lessee and identifies the time slot required.
- € WICA reserves the right to cancel this Facility Use Agreement, and all lessee reservations associated with this Facility Use Agreement, at any time if lessee provides false or misleading information or willfully or through gross negligence mistreats WICA facilities, equipment or property.
- € Rental and Ticket Office fees, less deposit, will be paid to WICA on final performance date. When WICA runs Ticket Office, gross ticket sales less remaining rental fee will be paid to Lessee the following day after last show. If damage to stage, lights, dance floor or facility require repair, WICA retains the right to withhold estimated cost of damages until repairs are completed to WICA's satisfaction.
- € ~~Non-profit users must provide a copy of IRS 501 (c) 3 determination letter.~~
- € Ticket Office: WICA will provide tickets; handle credit card charges associated with ticket sales; and provide staff.
- € Concessions: WICA will provide concession food and beverages, staff, and collect all revenues associated with concession sales.
- € Merchandise: **WICA reserves the right to collect 20%(15% if Renter reconciles credit card sales) of all merchandise sales conducted on WICA premises. If requested WICA can provide staff to conduct such sales. Please be prepared to reconcile Merchandise Sales on Night of Event.**
- € Front-of-house staff: WICA provides staff and volunteers. Lessee may request and apply for any volunteer positions. **A total of 8 seats (A 15, 13, 11, 9, 16, 14, 12 & 10) are provided for volunteers for the performance at which they volunteer.**
- € Janitorial: WICA will provide and charge for janitorial services after each performance, unless Lessee opts to cover these services by signing the WICA Janitorial Contract. Lessee is responsible for clean-up after rehearsals, including, but not limited to, removal of garbage, and leaving the space in a general neat and tidy appearance.
- € WICA will cover General Liability of \$1 million, except where it is deemed that the performance contains high risk potential. High risk is defined by WICA's insurance company. It is then the responsibility of the lessee to provide coverage above and beyond what WICA normally provides.
- € All usage shall conform with requirements set forth in the Uniform Fire Code.
- € Compliance must be made with all federal, state and local laws prohibiting discrimination with regard to creed, race, color, gender, sexual orientation, age, national origin or disability.
- € Lessee is responsible for all copyright or royalty fees associated with rental activity.
- € **Lessee must have a WICA certified technical crew in order to use WICA equipment.** Floor tape is available from WICA at \$12.50 roll. All technical crew are subject to WICA approval.
- € Lessee acknowledges that **no food or drink is allowed on stage or in the auditorium. No personal alcohol on premises.**
- € Lessee is responsible for control of all individuals present during time of facility use.
- € Lessee is responsible for restoring theatrical lighting to WICA's standard lighting plot after show.
- € Lessee is responsible for restoring stage and related equipment to original condition before use.
- € Lessee is liable for repair costs for any damages to WICA stage, dance floor, theater lighting or facility incurred as a result of Lessee's activities during use.
- € Written notice of cancellation must be given at least 60 days prior to the scheduled rental date, though earlier notification is preferred if possible. Should scheduled rental date be cancelled less than 60 days prior to the contracted date(s), total rental fees are due and payable to WICA at the time of cancellation notice.

I have read and understand the requirements of WICA's theater or rehearsal space and/or Langley Middle School Auditorium and hereby agree to all sections. This Facility Use Agreement is subject to amendment.

Lessee signature

Title

Date



JANITORIAL SERVICE AGREEMENT

2014-2015 SEASON

- € All requirements for janitorial services and necessities will be covered in this contract with Whidbey Island Center for the Arts (WICA).
- € Signing of the contract waives WICA janitorial fees for the rental period covered in the Facility Use Agreement.
- € WICA reserves the right to cancel this Janitorial Service Agreement at any time if lessee provides false or misleading information or willfully or through gross negligence mistreats WICA facilities, equipment or property, or fails to comply with the Janitorial Service Agreement requirements.
- € Should this Janitorial Service Agreement be cancelled by either party, all fees associated with janitorial services will be applied to the Facility Use Agreement, and are due upon reconciliation of Facility Use Agreement fees.

Janitorial Duties Include:

- € Walk through auditorium seating-- pick up and dispose of any programs, literature and/or any other materials left in the seating area.
- € Check carpet in the theatre auditorium and vacuum if required (vacuum available on premises).
- € Check dressing rooms, Green Room, and backstage areas. Remove and dispose of any garbage and/or Lessee materials.
- € Check stage area. Stage should be left in a clean and tidy manner for the next event (brooms and dustpans available on premises).
- € If lessee offers food or places decorations in the lobby, lessee must return lobby to original condition.

BACK DOOR CODE

In the event that Lessee may need a back door code for use during non-business hours, one will be checked out to one responsible party. **Sharing of door code is not allowed.** Lessee must notify WICA if someone other than the person receiving door code will be in charge of unlocking and locking the building. Door code holder must follow lock-up procedures.

FACILITY MUST BE RETURNED TO ORIGINAL CONDITION ON DATE OF PERFORMANCE UNLESS OTHERWISE ARRANGED WITH WICA STAFF

I have read and understand this Janitorial Service Agreement and hereby agree to all sections of said policy, and understand the kinds of charges I will be liable for should I default on said Agreement.

Lessee signature _____ Title _____ Date _____

WICA Executive Director signature _____ Date _____