



## RENTAL CONTRACT

Civic Auditorium

PO Box 50220

Idaho Falls, ID 83405-0220

Phone: (208) 612-8396 Fax: (208) 552-0476

Email: civic@idahofallsidaho.gov

10-21-15

Thank you for choosing the Idaho Falls Civic Auditorium for your performance.

### INSURANCE AND PROPERTY

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

- A. The Civic Auditorium 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.

### 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].

### **ADDITIONAL POLICIES**

The following are some additional policies that govern the use of the Civic Auditorium:

- **NO Food, Drinks, and Refreshments** of any kind except bottled water are to be sold, served, or allowed in the auditorium.
- No Smoking in the Auditorium.
- Glitter is prohibited. A \$500 cleaning deposit will be collected prior to performance if glitter is used.
- No professional or amateur wrestling or boxing matches are to be schedules.
- The pianos and organ in the Civic Auditorium 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.
- Video recording, if permitted by Lessee, is limited to prescribed areas in the Civic Auditorium during a scheduled event. The only areas where video recording is permitted are:

**Main Floor**

Center – Row FF

Sides – Row

**Balcony**

Center – Row H Right Side Only

Row Z

- 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.
- 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.
- 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.

**BASE RATES**

**I. Commercial**

**1. Performance using Touring performers (Admission)**

Main Performance	Greater of 10% or \$750.00
Each Matinee	Greater of 10% or \$300.00

**2. Performance using area performers (Admission)**

Main Performance	Greater of 10% or \$500.00
Each Matinee	Greater of 10% or \$200.00

**3. Performance using area or Touring performers (No Admission)**

Main Performance	\$300.00
Each Matinee	\$175.00

**4. Meetings**

Main Session	\$750.00
Each additional Session	\$300.00

**II. Non-Profit**

**1. Performance using touring performers (Admission)**

Main Performance	Greater of 10% or \$500.00
Each Matinee	Greater of 10% or \$200.00

**2. Performance using members as performers (Admission)**

Main Performance	\$300.00
Each Matinee	\$175.00

**3. Performance using members as performers (No Admission)**

Main Performance	\$175.00
Each Matinee	\$100.00

**4. Meetings for organizations**

Main Session	\$300.00
Each additional Session	\$150.00

The Lessee is entitled to occupancy eight (8) consecutive hours prior to performance at no additional charge on the day of performance. Any additional time will be based on the charges in Paragraph IV.

## **ADDITIONAL RATES**

Additional rehearsal time and setting stage

- (First three hours) \$90.00
- Each additional hour \$15.00
- Head Technicians \$18.00
- Assistant Technicians \$10.00
- Stage Hands & Others \$10.00
- 10% on sales of hard concessions
- \$40 fee to use the Marley Dance floor (to cover the tape cost)
- Replacement charges for expendable items (tape, gels, etc.)

## **BOOKING CONFIRMATION AND RESERVATIONS**

Booking Reservations for the Civic Auditorium may be placed with the Manager of the Civic Auditorium at, 501 South Holmes Avenue, or telephone (208)612-8396 fax (208)552-0476 or (208)612-8431, Fax (208)612-8536.

Organizations desiring to use auditorium must place reservations in advance on a first come first serve basis.

When dates are reserved/booked a deposit fee will be required as follows based on the amount of days the Civic is in use:

- 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.

**Please fill out and return the following pages.**

**PERFORMANCE COSTS**

Organizations desiring to use auditorium are requested to complete rental packet no later than one calendar month in advance of the desired date of their event.

*Payment is due the night of the performance unless prior arrangements have been made with the Civic Auditorium Manager. All invoiced events must be paid-in-full within 2 weeks of event date.*

**MARQUEE TO READ:** Dist # 91 Opening Meeting

1. Rental under paragraph II - 3  
Evening Performance \$175.00  
Matinee \$NA Rehearsal (three hours) \$ 90.00  
Overtime (per hour) \$ 15.00  
Admission will be charged  / Will not be charged
  
2. Dates and Hours building required for Rehearsals: 8/24/15  
Dates and Hours building required for Performances: 8/24/15  
Hour Performance begins: 8am
  
3. The services of the following are requested at additional fees:
  - a. Sound Technician: open thru close
  - b. Stage Lighting Technician: as needed
  - c. Spotlight Operator: as needed
  - d. Flyman: as needed e. Stage Hands: if needed
  
4. Auditorium Equipment Requested:
  - a. Rent auditorium GELs Yes  No   
Lessee will provide GELs Yes  No
  - b. 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 lessee will be required to pay at least the minimum charge.

Number \_\_\_\_\_

**SIGNATURES**

THIS CONTRACT is made and entered into on 8/24/15, between the CITY OF IDAHO FALLS, a municipal corporation, hereafter called "Lessor" and School Dist #91, hereafter called "Lessee" for the following function: Opening Meeting on 8/24/15. The CITY OF IDAHO FALLS agrees to rent the Civic Auditorium to the above party with the following terms and conditions:

**The following must be submitted with this Rental Contract: Booking Confirmation, Current Certificate of Combined Liability Insurance policy with a minimum of \$1,000,000.00. Your event will not be added to our website event list until your entire completed reservation packet has been received.**

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

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

LESSOR:

**CITY OF IDAHO FALLS**

  
\_\_\_\_\_  
Manager, Civic Auditorium

LESSEE:

Carrie Smith Carrie Smith  
Printed name and Signature of  
Authorized Representative

Director of Finance  
Title

690 John Adams Pkwy  
Address

208 525 7500  
Telephone Number

0000 32595-5  
Tax Exempt Number

Please email, mail or fax Reservation Package:

Email: [swalker@idahofallsidaho.gov](mailto:swalker@idahofallsidaho.gov)

Fax: 208-612-8536

Mail: Civic Auditorium  
PO Box 50220  
Idaho Falls, ID 83405