

Meeting, Seminar, Public Gathering User Agreement

I. MEETINGS-SEMINARS-PUBLIC GATHERINGS

Rental fee for meetings shall be **\$100.00 per hour** to a maximum of **\$450.00 per eight (8) hour day.** Rental fee shall include use of PA system as required. A **\$75.00 non-refundable deposit** and a **signed contract** are due at the time of reservation.

- a. User may arrange for computer presentation equipment such as a projector at a rate of \$25.00 per eight (8) hour day (or any part thereof).
- b. User shall be financially responsible for damage, intentional or accidental, to equipment unless operated by Flickinger Center personnel. (\$10 per hr/per personnel)

DATE

TIME

_____ From: _____ To: _____

Meeting Hours # _____ x \$100 (max \$400) = _____ Deposit -\$ _____ Balance Due \$ _____

Equipment: Projector: _____ Computer: _____ DVD Player: _____ Equip Operator \$ _____

II. 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 seven (7) 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 and Otero County, their 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. 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 personnel, ushers 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 \$1.50 per ticket sold. There is an additional service fee of 2% of ticket price, per ticket sold using the Flickinger Center credit card processing.
- 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 AND ARRANGEMENTS MADE WITH FLICKINGER CENTER MANAGEMENT.
3. FOR SAFETY REASONS THERE WILL BE NO RUNNING IN THE AUDITORIUM.
4. NO ANIMALS ARE ALLOWED IN THE FACITLITY EXCEPT ASSIST ANIMALS AND ANIMALS USED IN AN EVENT PERFORMANCE. ADDITIONAL \$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 HARD TICKETS THERE WILL BE A \$.50 CHARGE PER TICKET SOLD. IF FLICKINGER SELLS ON-LINE TICKETS THERE WILL BE A \$1.50 FEE 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 DRESSING ROOM 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 AT USERS EXPENSE.
12. SOUND AND LIGHTING EQUIPMENT WILL BE CHECKED OUT TO DESIGNATED AND APPROVED TECHNICIANS ONLY.
13. USER MUST PICK UP THE TRASH AFTER EACH REHEARSAL IN THE AUDITORIUM AND DRESSING ROOM.
14. THEATRE SOUND EQUIPMENT AND LIGHTS ON STAGE MAY NOT BE MOVED WITHOUT PRIOR APPROVAL FROM THE FLICKINGER CENTER TECHNICAL DIRECTOR.
15. THERE ARE NO TOOLS LOANED OUT! PLEASE BRING YOU OWN.
16. PLEASE RETURN EVERYTHING TO ITS PROPER ORIGINAL PLACE.

USER SIGNATURE _____ DATE _____

FLICKINGER SIGNATURE _____ DATE _____

MARQUEE FORM

FLICKINGER CENTER FOR PERFORMING ARTS

Actual available space may be limited by other events already on the Marquee

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 _____