

# WHIDBEY ISLAND CENTER FOR THE ARTS

FAX (360) 221-5812 \* email wica@whidbey.com

P.O. Box 52, Langley WA 98260 \* (360) 221-8262 Administrative Office; 221-8268 or (800) 638-7631 Box Office

## **FACILITY USE AGREEMENT**

**Read and fill-out completely to secure a rental date**

**Presenter:** Name of individual, group, or organization \_\_\_\_\_

**Social Security Number or Business ID #** \_\_\_\_\_

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** \_\_\_\_\_

**\*Certified Technical Personnel Contact** \_\_\_\_\_ **Phone** \_\_\_\_\_

\*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.

**Facility Rental:** \_\_\_\_\_ WICA \_\_\_\_\_ Langley Middle School Auditorium

\*Per performance fee. Theater runs are charged on a percentage basis (rate structure available upon request).

List all performance **dates/hours** (use additional sheet if necessary) Performance rental: \$ \_\_\_\_\_

List all rehearsal **dates/hours** (use additional sheet if necessary) Rehearsal rental: \$ \_\_\_\_\_

Tech Rehearsal and Load-in/Load-out \$20 per hour/3 hour minimum, or \$75 all day

Rehearsal only \$10 per hour/3 hour minimum

**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?** (See Facility Use Agreement, page 3) \_\_\_\_\_yes \_\_\_\_\_no

Do you need volunteers for merchandise sales? \_\_\_\_\_yes \_\_\_\_\_no

**Facility to be returned to original condition at the end of the performance.**

**Box Office Service** \$75 for each performance

Box Office fee: \$ \_\_\_\_\_

List the information to appear on the ticket—(limit to three lines, 13 characters each line)

### **Ticket Prices**

All seats \$ \_\_\_\_\_ Adults \$ \_\_\_\_\_ Seniors (65+) \$ \_\_\_\_\_ Students (ages?) \$ \_\_\_\_\_ Children (ages?) \$ \_\_\_\_\_

Special priced sections (give details): \_\_\_\_\_

Number of comps/house seats \_\_\_\_\_ Person authorized to order comps/house seats \_\_\_\_\_

Date that tickets are to go on sale \_\_\_\_\_



# FACILITY USE AGREEMENT

## 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 box office fees, less deposit, will be paid to WICA on final performance date. When WICA runs box 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.
- ★ Box 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 10% of all merchandise sales conducted on WICA premises.** If requested WICA can provide staff to conduct such sales.
- ★ 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,** including the WICA dance floor. Floor tape 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 alcohol is allowed on the premises** without prior consent of WICA administration, and proper licensing. Renter is responsible for all fees.
- ★ 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature for group

\_\_\_\_\_  
Title

# JANITORIAL SERVICE AGREEMENT

## WHIDBEY ISLAND CENTER FOR THE ARTS

- ★ 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 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).
- ★ Dance Floor: If the dance floor is used, it should be swept and mopped before returning to storage position.
- ★ If lessee offers food or places decorations in the lobby, lessee must return lobby to original condition.

**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 \_\_\_\_\_ Date \_\_\_\_\_