

## USAGE AGREEMENT

This Usage Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the Center for the Arts, 606 6<sup>th</sup> Street, P.O. Box 1819, Crested Butte, CO 81224 (hereinafter referred to as "CFTA" or "Center for the Arts") and

**ORGANIZATION NAME:** (Hereinafter referred to as "Company")

**CONTACT NAME:**

**ORGANIZATION ADDRESS:**

**CITY/STATE/ZIP/PHONE:**

**NAME OF EVENT:** (Hereinafter referred to as "Event")

Upon the terms and conditions set forth herein, the CFTA hereby contracts with the Company to use the Center for the Arts for a \_\_\_\_\_ event. This Event named "\_\_\_\_\_" will be held in the \_\_\_\_\_, on \_\_\_\_\_ at \_\_\_\_\_. Doors will open at \_\_\_\_\_ and load in will begin at \_\_\_\_\_. The Center for the Arts will provide a full bar for all performances. Tickets will be available at \_\_\_\_\_ and are \_\_\_\_\_.

### USAGE POLICY:

***The Usage Policy, attached hereto as a separate document, details general Center for the Arts and Company responsibilities and is an integral part of this Agreement.*** Areas specifically addressed in this contract that substantially alter respective areas in the Usage Policy will supersede that general policy data; however, any area not specifically addressed in this contract will be governed by the Usage Policy. *Company will receive one contract with the Usage Policy attached, and will by its signature on the final page of this document assert that it has read, understood, and agreed to abide by all aspects of the Usage Policy.*

### OCCUPANCY PURPOSE AND PENALTY CHARGES:

The Company is hereby granted permission to use and occupy that part of the Center for the Arts listed above for the date, and inclusive times described above. The Company understands that an overtime penalty will go into effect if the times of Event exceed the above-stated facility rental time. The Company will incur all overtime costs for the space and personnel beyond the contracted time. Start time for the purposes of event length is when the doors open and rental time for each event is three hours unless otherwise stated. \_\_\_\_\_ (Initial here)

### BASE PREMISES RENTAL FEE AND ADDITIONAL SERVICE FEES:

The Company agrees to pay the Center for the Arts a Base Premises Rental Fee, as detailed in the "Costs Summary" section of this document. In addition, the Company agrees to pay an additional sum for services provided to the Company in conjunction with the Event (i.e., Technical Services, Rehearsal Fees, Ticket Sales Services, Security Charges, Storage Fee, Overtime Fees or any other charges associated with using the space).

### ADVANCE DEPOSIT:

The Company agrees to deposit with the Center for the Arts with the return of this signed Agreement a non-refundable amount (at least \$250) as stated at "Amount Due Upon Signing" at the conclusion of this document. The Deposit will be applied to the total amount due at the time of final settlement. In the event the Total Amount Due is less than \$250, the Center for the Arts will refund the difference. ***Failure to include the Deposit may render this Agreement null and void.***

### CANCELLATION:

Once the deposit is received and the contract is signed, the deposit is nonrefundable. \_\_\_\_\_ (Initial here)

### INSURANCES:

The Center for the Arts shall not be responsible for loss or damage to equipment or property owned or used by the Company, its agents, employees or guests. Please refer to Sections 21 & 22 ("Insurance" and "Workers' Compensation") in the Usage Policy for a full description of the insurance requirements relative to performances at the Arts Center. Failure to provide evidence of, or failure to maintain, these insurances may result in immediate termination of this Agreement.

### BOX OFFICE:

As detailed in the Usage Policy, the Center for the Arts may offer (at their discretion) to serve as a point-of-sale for tickets at an additional cost. Ticket printing and sales are the responsibility of the Company and should follow the policy as stated in the attached Usage Policy, expressly noting that no more than 215 tickets should be printed. Tickets must be numbered 1 – 215 and all complementary attendees must be given a numbered ticket. \_\_\_\_\_ (Initial here)

**TECHNICAL/HOUSE ARRANGEMENTS:**

The Center for the Arts will provide a House Manager during performances, unless noted otherwise in this agreement. The Center for the Arts shall also staff beverage concessions as the CFTA deems appropriate at no cost to the Company; see the Usage Policy for further explanation of staffing. The Company will provide adequate staff for the door and front of house operations. **At least one Company staff person must remain at the front door throughout the performance and intermission.** \_\_\_\_\_ (Initial here)

A full schedule of technical equipment included in the rental is described in "Exhibit A" of this Agreement.

**REPRESENTATIVE ON SITE:**

The Company will have on site at the Center for the Arts, from the commencement of load-in until either such time as settlement is completed with the Company or the performance is concluded, whichever is later, an authorized representative in order to deal with all technical, contractual, or artistic matters. FAILURE TO PROVIDE A REPRESENTATIVE MAY RESULT IN A FINE OF \$50 FOR EVERY ONE-HALF HOUR UNTIL SUCH TIME AS A REPRESENTATIVE IS ON SITE, TO A MAXIMUM OF \$1,000. THE CENTER FOR THE ARTS WILL NOT BE RESPONSIBLE AND WILL BE HELD BLAMELESS FOR ALL DECISIONS MADE ON THE COMPANY'S BEHALF SHOULD A REPRESENTATIVE NOT BE ON SITE. \_\_\_\_\_ (Initial here)

**CONCESSIONS/OTHER HOUSE ARRANGEMENTS:**

The Center for the Arts reserves and retains the right of sole operation of all beverage concessions and the right to all income derived there during the inclusive times of this Agreement. All special house arrangements, such as pre- or post-performance discussions or receptions, must be approved by the Center for the Arts Rental Manager in advance of the Event and all beverages must be purchased from the CFTA bar at the regular per glass price and the company must also pay for the bartender's time. Any and all arrangements for food or beverage service that do not involve the Center for the Arts in-house concessions systems must receive prior approval and the Company agrees to pay the CFTA 20% of any and all sales in the building. \_\_\_\_\_ (Initial here)

**ACCESSIBILITY:**

The Company agrees to abide by all provisions of the Americans with Disabilities Act (ADA). The Center for the Arts does not knowingly contract with organizations or individuals who fail to comply with ADA requirements.

**FINAL SETTLEMENT AND INVOICES:**

Final settlement shall be completed by \_\_\_\_\_. In the event that the final settlement is not paid promptly, Attorney's fees and costs shall be recoverable by CFTA in connection with negotiation, correspondence, settlement, or an action to enforce payment of the final settlement pursuant to this contract. In addition, representatives for CFTA shall be compensated \$40/hr. for time spent pursuing the collection of the final settlement.

**PUBLICITY:**

The Company will be responsible for the preparation, placement, and cost of all publicity involving the Event. Please refer to Section 14 ("Advertising and Promotion") in the Usage Policy for a full description of the promotion guidelines relative to performances at the Center for the Arts.

**TIMELY RESPONSE:**

If the Center for the Arts does not receive signed copies and Advance Payment of this Usage Agreement by \_\_\_\_\_ the contracts may be considered null and void. Should there be less than thirty (30) days prior to the Event when contract negotiations began, the Center for the Arts must receive the signed Agreement within ten (10) business days after date of issuance or the Agreement will be considered null and void.

**SEVERABILITY:**

If any provision(s) of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**GOVERNING LAW:**

This Usage Agreement shall be construed in accordance with the laws of the State of Colorado. The parties agree to submit to the personal Jurisdiction of the State of Colorado in connection with any action or proceeding relating to this Usage Agreement or the Premises. The parties expressly acknowledge and agree that venue of any action shall be in Gunnison County, Colorado.

**ADDITIONAL PROVISIONS:**

See attached sheet.

**COSTS SUMMARY:**

The Company will assume the following costs:

BASE PREMISES RENTAL FEES:

FEE FOR OTHER SALES INSIDE BUILDING: 20% of total sales, company responsible for paying sales tax.

REHEARSAL FEES:

TICKET SALES SERVICES: \$25.00/show

SECURITY CHARGES: \$30.00/hour

OVERTIME CHARGES: \$100.00/hour

STORAGE CHARGES: \$350.00/day

EXCESSIVE CLEANING CHARGES: \$30.00/hour

LOST KEY CHARGE: \$50.00/key

LIGHTS LEFT ON CHARGE: \$10.00/light

DOOR OPEN/UNLOCKED CHARGE: \$50.00/door

MARQUEE CHANGE: \$25.00/change (for 1-3 days) \_\_\_\_\_ Mark Yes or No

OVER CAPACITY CHARGE: \$100.00

OVERAGE CAPACITY APPLICATION CHARGE: \$50.00/show

OUTSIDE ALCOHOL CHARGE: \$100.00

EVENT MANAGER CHARGE: \$20.00/hour over the 4 hours included in rental fee

TECHNICAL FEES: \$30.00/hour per person; minimum of three (3) hours per show

**DEPOSIT DUE UPON SIGNING: \$250.00**

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties hereto have executed this Agreement as of the day and date first above written. As well, the representative for the Company asserts that he/she has read and agreed to all terms and conditions detailed in the Center for the Arts Usage Policy document, Exhibit A containing CFTA info and Exhibit B containing the Alcohol Policy. \_\_\_\_\_ **(Initial here.)**

\_\_\_\_\_  
Laura De Felice, Rentals Manager  
Center for the Arts

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Company" Designated Representative

\_\_\_\_\_  
Date