

2015 - 2016
CAPITOL CIVIC CENTRE
LOCAL NON PROFIT PERFORMANCE CONTRACT
SUNDAY - THURSDAY

ARTICLE A: EVENT INFORMATION

This agreement made this _____ between the **Capitol Civic Centre** and _____ for use of the **Capitol Civic Centre** for the presentation of _____ (please indicate name) on _____ (please indicate date) at _____ (please indicate time).

Load-in is at _____ (please indicate date & time) and load-out will take place immediately following the performance on _____.

Rehearsals will take place on: _____ (please indicate dates and times).

ARTICLE B: RENTAL AND PAYMENT

Rental of the Capitol Civic Centre is subject to the following terms and conditions:

1. **Payment of rent on _____ is equal to \$275.00 or \$1.85 per ticket issued, whichever is greater. For 2 or more consecutive dates, regardless of day, the minimum is \$300 for each performance vs. the \$1.85 per ticket issued.**

NOTE: Any payment due to you from the box office trust account will be sent within fourteen (14) working days of the performance.

2. Presenter shall be charged **\$30 per hour** for rehearsals on non-performance days. This includes building services, utilities, access and one staff person. CCC Staff must be present at all times presenter is on the premises. Schedule must be approved by CCC Technical Director.

In addition to the rehearsal fee, the presenter will be charged **\$25.00 per hour** for any activity of a non-rehearsal nature taking place outside of CCC business hours. This includes load-in or load-out on non-performance days.

No charge for a single rehearsal on the performance date, providing load-in will take place no sooner than 4 hours prior to scheduled time and load-out will take no longer than 4 hours after completion of the rehearsal or performance.

3. There is a \$200 Utility Fee per performance day.
4. The performance and rehearsal dates shall be considered tentative until a \$200.00 deposit has been made and the contract has the proper signatures by both the presenter and the Capitol Civic Centre. Unless agreed to otherwise in writing, the above must be returned to the Capitol Civic Centre with the rental application.

The deposit is non-refundable if the date is canceled for any reason within ninety (90) days of the performance.

- 5. Other fees which apply to this rental for equipment, supplies, and additional space are indicated on page 3 of this contract.**
6. Withdrawal of the Box Office Trust Account receipts must be submitted in writing within five (5) working days before the performance and shall be limited to performer fee deposits only. There will be no exceptions unless agreed to in writing.

All costs related to a refund due to a canceled performance for any reason will be the sole responsibility of the presenter, but will be limited to a maximum \$2.75 per ticket sold.

7. If the stage, dressing rooms or related areas are deemed to be excessively dirty or littered after a performance or rehearsal, management reserves the right to assess a \$25.00 per hour charge to the contracting group organization for cleaning. **This includes glitter, balloons, food items, makeup, and trash.**
- 8. The rent and rehearsal fee, as well as other related charges shall be a lien on the box office receipts of the presenter.**

ARTICLE C: LIABILITY INSURANCE

The presenter must supply the Capitol Civic Centre with a Certificate of Insurance insuring the presenter and naming the Capitol Civic Centre as an additional insured under a policy of General Comprehensive Liability Insurance with minimum limits of \$500,000 per occurrence.

The Certificate of Insurance must be submitted with the signed contract and shall remain in full force and effect for all performances, rehearsals and any other times covered by the rental agreement.

If the presenter does not have liability insurance, the presenter may apply to be listed as an additional insured under the Capitol Civic Centre's General Liability Insurance Policy for a fee of \$250.00; provided, however, that any additional charge shall be the direct responsibility of the presenter.

ARTICLE D: TECHNICAL FEES & REQUIREMENTS

- 1. The presenter shall advise the Capitol Civic Centre in writing the technical and equipment needs associated with the production. This includes a copy of the technical rider associated with a performer's contract.** The Capitol does have a Technical Director on staff for your assistance during rehearsals and performances. Any additional labor, services (including piano tuning services), equipment, accommodations or material required to fulfill said needs shall be the direct responsibility of the presenter, but do require the approval from the Civic Centre's Technical Director.

The following items are provided at no cost, as part of the rental agreement:

One house technician (most productions will require additional technicians for setup and smooth operation)

FOR RENTALS INVOLVING THE THEATRE: All Dressing Rooms, Green Room, Second Floor Annex Room, Podium, Scrim, Basic Sound & Lights, Mertens Family Lobby/Kadow Movie Museum (pre and post show only).

The items below will be charged to you if they are used at any time during your production:

Additional Custodial services -----	
-	\$10 per hour
Additional stage crew -----	
-	\$10 per hour, per person
Orchestra Pit Cover Removal -----	
-	\$50
Spotlights -----	
-	\$25 each/show or \$50 each/week - operators extra
Gobos (lighting patterns) not in inventory -----	
-	At cost plus shipping
Steinway Concert Grand Piano (9') -----	
-	\$100 plus cost of tuning
Steinway Baby Grand Piano (7') -----	
-	\$50 plus cost of tuning
Setup of sound shell and risers, chairs, music stands -----	
-	\$250 set up/load out by CCC Crew; \$30 flat fee for CCC supervision if you do it yourself
Wireless body mics (up to 16) -----	
-	\$5 per day (per unit) or \$10 per week (per unit) - batteries not included
Wireless hand held mics (up to 4) -----	
-	\$5 per day (per unit) or \$10 per week (per unit) - batteries not included
Projector only - no design, computer or source included	\$150 per day or \$350 per week
This may incur extra staff time	
Large Screen 16' x 21' -----	
-	\$50
Smaller Screen will still have to be rented -----	
-	At cost
Batteries for wireless mics -----	
-	Cost for one new battery per mic, per performance
Lighting color gel not in inventory -----	
--	At cost plus shipping
Liability Insurance if not provided -----	
-	\$250
Cost to run flyers (original provided) -----	
-	TBD
Cost to create flyer -----	
-	TBD

Presenter shall be liable for any damage caused to equipment owned or rented by the Capitol Civic Centre and used by the presenter in its production.

Presenter is responsible for the Wisconsin Entertainer's Tax, applicable to any out-of-state talent.

Presenter is responsible for any applicable music licensing fees (BMI & ASCAP) and for any applicable theatrical or user rights. Where no arrangement is in place for Presenter to directly cover BMI & ASCAP, Venue will add this cost to the Presenter's settlement.

2. The CCC owns sixteen body mics, which are available for use. There is a \$5 per day (per unit) or \$10 per week (per unit) charge for the mics themselves; however, renter will also be charged the cost of one new battery per microphone per performance. Used batteries will be recycled and used for rehearsals. **In the event that a microphone should become damaged by makeup or unintentional misuse, the renter shall be charged \$250 for replacement.**
3. The Capitol Civic Centre must approve all electrical connections and other technical services to be provided by third parties on behalf of the presenter.
4. Presenter shall notify the Capitol Civic Centre if they will be allowing any live television, radio, video transmission, broadcast or taping of its event. Compliance with copyright laws are the responsibility of the presenter.
5. There are certain productions, with larger technical requirements, which require the CCC technical director to put in significant overtime in order to meet the organization's lighting and sound requests **Each rental performance day will assume an average eight-hour workday on the part of our technician on duty. Any additional hours will be charged back to the organization at a rate of \$15/hour.** An estimate of any overtime technical charges will be provided at the production meeting two weeks before your performance.
6. For multiple performances, all instruments or equipment left on stage must be covered with protective covers/tarps. All loose items such as tables, chairs, etc. must be struck and stowed in a backstage area designated by the Capitol's technical director and the stage must be cleared of debris following each rehearsal and performance.

ARTICLE E: BOX OFFICE

1. All ticket proceeds received through the Capitol Civic Centre box office are deposited into a General Box Office Trust Account. Daily recordings of ticket sales and ticket sales receipt shall be available to the presenter upon approval of the Executive Director only.
2. The Capitol Civic Centre shall be responsible for only gross neglect or bad faith in the handling, control, custody or keeping of receipts and funds which are received through the box office.
3. **The Capitol Civic Centre shall be responsible for the printing of performance tickets.** All performances

- require reserved seating only. **Information for tickets must be provided in writing at least two (2) weeks prior to tickets going on sale. All tickets issued for performances at the Capitol must include a \$2.75 Box Office Fee. This box office fee is in addition to any rental charges. A \$2.00 Preservation Fee and the 5% WI Sales Tax will be added to the price of each ticket.**
4. **The Box Office Fee must also be included** in tickets used for season packages and tickets checked out for other ticket outlets. When checking out tickets, they must be ordered from the Box Office Manager at least 48 hours in advance. If returning any of these tickets, they must be turned into the Box Office Manager two (2) weeks prior to the performance.
 5. Complimentary tickets must be ordered 48 hours in advance. **The Capitol Civic Centre will waive the Box Office Fee (currently \$2.75 per ticket) up to 50 tickets per production.** These are to be used for promotional purposes only. There will be no returns or exchanges on these tickets seven (7) days prior to the performance.
 6. The Capitol Civic Centre Management reserves the right to hold eight (8) **tickets for each performance** to use as it sees fit.

ARTICLE F: OTHER

1. Presenter assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used in the conduct of said activity. Presenter agrees to indemnify and hold harmless the Capitol Civic Centre from all damages, costs and expenses on account of the use of any such materials, equipment, devices, processes or dramatic rights of presenters or its agents, performers or exhibitors. Presenter agrees to pay all royalties, license fees and other charges accruing or becoming due by reason of any music, live or recorded or other entertainment of any kind played, staged or produced by presenter, its agents, employees or licensees upon the leased premises.
2. Presenter will not distribute post or exhibit any advertisement or publication of any kind on the Capitol Civic Centre premises without the express written consent of the Administrative Office. This includes posters, exhibited signs, advertisements, show-bills, lithographs, cards or stickers of any kind. Presenter shall take down and remove posters, etc., immediately following the scheduled activity, or the Capitol reserves the right to dispose of them as they wish. (Please see the suggested marketing procedures of the Capitol.)
3. Presenter agrees that the Capitol Civic Centre shall have the right to photograph the presenter's production for its own records provided that flash not be permitted.

ARTICLE G: BUILDING USE POLICIES

1. The Capitol Civic Centre, Inc. maintains and supports the Capitol Civic Centre as a community cultural center for the arts. The Capitol is to benefit and be used for community and arts related activity. Any

conduct detrimental to the purpose of the Civic Centre is prohibited.

2. If the theatre or any part of the building should be destroyed or damaged by fire or any other cause, or if any other casualty, strike or other unforeseen occurrence voiding the fulfillment of this contract, the Capitol Civic Centre may terminate this contract, and the presenter shall pay rental only up to the time of contract termination.
3. The Capitol Civic Centre assumes no responsibility for property brought into the Centre and reserves the right to remove from the building all property remaining in the building beyond an agreed date between the presenter and the Capitol Civic Centre.
4. The presenter is responsible and liable for any claims of injury to person or property (including claims of employees of presenter or of any contractor or sub-contractor arising out of activities conducted by the renter, its agents, members or guests.
5. The Capitol Civic Centre expects the presenter to return the building to its original condition the same day of the event, or by pre-arranged deadline stated in contract agreement. Ordinary use and wear, damages and destruction caused by acts of God is accepted.
6. If the Capitol or any portion of the building during the term of this agreement is damaged (other than by causes ordinarily covered by fire and extended coverage insurance) by act, default, or negligence of guests or any person admitted to the Capitol Civic Centre by presenter, it is the responsibility of the presenter to pay the Capitol upon demand such sum as shall be necessary to restore the Centre to its original condition. The presenter is responsible for all persons admitted to the premises by presenters consent.
7. The presenter shall not, without written consent of the Executive Director, put up or operate any engine or motor or machinery on the premises, or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any agent other than gas or electricity for illuminating the premises.
8. The Capitol Civic Centre will furnish at its own expense:
 - a. Adequate heating or air conditioning when required by the season for during show times, rehearsals or otherwise at the discretion of the Civic Centre.
 - b. Adequate lighting for ordinary use.
 - c. Water from the City of Manitowoc - water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose.
 - d. Ordinary cleaning, such as is made necessary on account of the public and to keep the premises in a clean and sanitary condition.
9. Presenter will not injure, annoy, obstruct or interfere with the rights of other tenants in the building.
10. Presenter will comply with all laws of the United States and the State of Wisconsin, all ordinances of the City of Manitowoc and all rules and requirements of the police and fire departments or other municipal authorities of the City of Manitowoc and will obtain and pay for all necessary permits and licenses required by law.

11. **The presenter will not allow food or beverage of any kind to be sold, given away or used upon said premises without the special written permission of the Executive Director. The presenter also will not allow food or beverage of any kind to be taken into the theatre during rehearsals or performances. The presenter is responsible for informing all members of its party, and for enforcing this policy.**
12. Presenter shall not injure, mar or in any manner deface the premises, or cause or permit the same to be done and will not drive or permit to be driven nails, hooks, tacks or screws into any part of the building and will not make nor allow to be made any alteration of any kind therein.
13. **Presenter shall not attach tape or adhesive to auditorium or lobby walls.**
14. **Presenter shall not attach anything to walls in the auditorium, lobby or Mertens Family Lobby/Kadow Movie Museum. This includes the windows and ceiling in the Mertens Family Lobby/Kadow Movie Museum display area. Damage done to these areas will be the responsibility of the renter/user, and may include repair and painting of an entire wall section.**
15. **Presenter shall not use duct tape in any part of the Capitol Civic Centre complex.**
16. Presenter will not admit to the Capitol a larger number of persons than can safely and freely move about in rented areas (theatre - 1,150; Mertens Family Lobby/Kadow Museum – 150; Green Room - 100).
17. Presenter will permit no chair or movable seat to be or remain in the passageways and will keep passageways clear at all times. No portion of the sidewalks, entries, passages, vestibules, hall or stairways or access to public utilities of such building shall be obstructed.
18. **The Capitol Civic Centre has the sole right to sell refreshments and other concessions/novelty merchandise, to provide all catering, to rent other articles, to conduct a coat check room and to control programs and other privileges and to take pictures for its own records.**
 - a. Merchandise being sold by the presenter or performer is subject to a 20% commission of gross sales due to the Capitol Civic Centre.
 - b. If the Capitol Civic Centre is responsible for staffing the merchandise sales, the commission will be 25%.
19. **All performers or musicians must enter the facility through the stage entrance located on Seventh Street between Jay and Franklin Streets for rehearsals and performances.**
20. The Capitol Civic Centre staff has the right to control or expel any individual or group who does not follow the building use policies.
21. **The Capitol Civic Centre is a smoke-free facility. Presenter is responsible for ensuring that no smoking is permitted in the Capitol Civic Centre complex.**
22. The second floor of the CCC Annex (above the Green Room) is available for use at no extra charge for organizations holding stage performances. It is not available on a stand-alone rental basis.

23. The lobby areas in front of and in the coat room are not rehearsal areas. The Mertens Family Lobby/Kadow Movie Museum, Green Room and Annex are available for rehearsals.
24. The Capitol Civic Centre does not have a lockable storage area. All valuables, merchandise and personal possessions are the responsibility of the presenter or persons associated with the production. The Capitol Civic Centre assumes no responsibility of missing, stolen or damaged property.
25. **The Capitol Civic Centre prohibits the use of alcohol during rehearsals and performances by anyone associated with the production. The Capitol Civic Centre has the right to expel such individuals or groups who appear to be intoxicated. Presenter is responsible for ensuring that persons associated with their production abide by this policy. The Capitol does has the right to sell alcoholic beverages to patrons for select performances.**
26. The Capitol Civic Centre has seating available for physically challenged patrons in the back of the auditorium. **Presenter will not permit equipment to be set up in or near those designated areas.** All sound and lighting equipment will be set up in an area designated by the Capitol's Technical Director.
27. Any work done by minors (under age 18) on behalf of rental client must be supervised by an adult (18 and over). At no time may minors operate power equipment.

ARTICLE H: INCLEMENT WEATHER POLICY

On uncommon occasions, inclement weather can occur on the day of Capitol Civic Centre events. The Capitol and those who rent the Capitol Civic Centre as sponsors of entertainment are under contractual agreements with the entertainer performing here. Those contractual agreements legally bind us and control the nature of our inclement weather policy as stated below:

1. If the entertainers and necessary equipment arrive before the inclement weather, they will perform as scheduled, and have therefore, fulfilled their contractual obligations. The sponsor is, therefore, obligated to pay them and has fulfilled his obligation to the community by providing the entertainment as promised. In this case, no refund of ticket purchase price can be made, even if ticket-holder is unable to attend due to the weather.
2. If the entertainers are unable to reach the area due to the inclement weather, the program is canceled or alternatively postponed and rescheduled at a later date. With a cancellation, ticket cost and sales tax are refundable in exchange for tickets. **Box office fee is not refundable.**
With a postponement and rescheduling, ticket price may not be refunded; existing tickets will be honored for the new date or new tickets issued at the option of the sponsor of the show.

ARTICLE I: CONTRACT AGREEMENT

Presenter has read, understands and agrees to all terms of this contract.

CAPITOL CIVIC CENTRE

PRESENTER

Matthew Schliesman, Executive Director

Date

Signature

Date