



THEATRE RENTAL CONTRACT
VACAVILLE PERFORMING ARTS THEATRE

BOX OFFICE: (707) 469-4013
 1010 ULATIS DRIVE - VACAVILLE CA 95687
 MANAGER'S OFFICE: T (707) 469-4015 - F (707) 449-6113

Event Name:	Event Date(s):	Event Time(s):	No. of Performances:
Move-In Date & Time:	Move-Out Date & Time:		No. of Rehearsals:

1. Renter/Name of Person Responsible for Contract.

2. Name of Person Responsible for Event Arrangements.*

3. Are there any age restrictions for admission?

4. User Group.

5. Address Email Address:

City State Zip Code

Office Phone # * Home Phone # * Fax # *

6. Non-Profit Status. Yes No

If a non-profit, please indicate that a copy of your Approved Application is on file with the Theatre Manager. Yes No

If no, please indicate by what date the Manager will receive it. Date

The Renter/User Group must provide proof of general coverage liability insurance in an amount not less than **\$1,000,000** (one million dollars) naming the City of Vacaville and VenueTech Management Group as additional insured. Initial

7. Insurance Provider for all Theatre use for this event.

8. In the event that a bill or refund is to be issued to the Renter/User Group from VPAT, please indicate the name of the person or the organization authorized to receive the bill or payment.

9. Address, if different from above.

10. Federal Tax ID # for this person or organization.

* These apply to the person in charge of production details, i.e., the designated Production or Event Manager.

12. VPAT FEE SCHEDULE AND ESTIMATE

The following is a schedule of fees and charges for use of the facilities at the Vacaville Performing Arts Theatre. These charges may be modified upon conclusion of the program and are dependent upon the actual number of hours of use, consideration of damages, and/or use of additional facilities, equipment or staff. Fees are based on the higher amount - flat rate or percentage of gross. Overtime charges apply to all rates after 8 hours.

Group 1: Resident

Group 2: Non-Resident

Non-Profit rate = 25% discount on Rental Fees

Your fees are based on group:

CATEGORY	Resident	Non-Resident	ESTIMATED TOTAL
Theatre: Mon-Thurs - Base Rate Rental fees are based on the higher of the base rent or % of gross. Overtime charges apply to all rates after 8 hours.	\$930	\$1,211	
Theatre: Fri - Sun - Base Rate Rental fees are based on the higher of the base rent or % of gross. Overtime charges apply to all rates after 8 hours.	\$1,116	\$1,451	
% of Gross	18%	20%	
Overtime Rent	\$171/hr	\$219/hr	
Lobby	\$137	\$178	
Patio	\$185	\$239	
Rehearsal Days *	\$48/hr	\$55/hr	
Technicians **	\$27/hr	\$27/hr	
House Manager	\$15/hr	\$15/hr	
Attendant	\$15/hr	\$15/hr	
Box Office Staff	\$15/hr	\$15/hr	
Box Office Set Up	\$200	\$200	
Piano Rental	\$100 + tuning	\$100 + tuning	
Ticket Stock	\$0.20 per ticket	\$0.20 per ticket	
Theatre Enhancement and Preservation Fee	\$1.00 per ticket	\$1.00 per ticket	
Janitorial Basic Rate	\$80 min for 4 hrs	\$80 min for 4 hrs	
Cleaning Deposit	\$302	\$302	
Use Deposit ***	\$424	\$424	
NON-PROFIT FEE DISCOUNT	Non-Profits with current 501C3 status may receive a 25% discount on facility rental fees. Labor, Deposits, Equipment and Ticket Stock are not discounted.		

In the case of damage(s), clients will be billed, or the amount taken from the cleaning & use deposit. Charges will be based on severity, replacement value & labor required.

* Rehearsal rates only apply to Monday – Thursday. Rehearsals scheduled on Friday – Sunday will be charged full peak day rent.

** Technician overtime is billable at time and a half.

*** The use deposit may be waived for returning non-profit groups.

Reminder: All checks should be written to "City of Vacaville".

Please note that your signature at the end of the contract indicates that you have reviewed and accepted this estimate of your fees.

13. OCCUPANCY AND USE OF THE THEATRE:

Occupancy and use of the premises is only on the dates and times listed above. Time is based on actual time the Renter group may come into the building for any event or related activity. Please allow for load-in, set-up, pre-production, load-out, and clean-up time. Staying on the premises past the contracted time will be billed at one and a half times the hourly rate. No refunds will be issued for late arrivals or early departures.

The VPAT premises will be surrendered in the same condition as immediately preceding occupancy. This includes all space and equipment used. If the Theatre is not clean upon arrival, notify the Theatre Technician or House Manager right away so the condition can be verified. If you do not report pre-existing conditions, you will be held responsible. If any damage to the Theatre or its equipment is observed as a result of your function, you will be billed for all necessary repairs and/or replacement and labor.

All equipment belonging to the Renter group must be removed immediately after the event is completed. The City of Vacaville is not responsible for lost or stolen property.

No portion of the premises or equipment will be altered, improved, or changed without prior written consent of the Theatre Manager. All activities will be under the supervision and approval of the Theatre Manager, Theatre Technician or their designee.

14. FOOD, BEVERAGES, & MERCHANDISE:

Vacaville Performing Arts Theatre and the City of Vacaville reserve the right to all food and beverage concessions. Renter groups may not serve food or beverages of any kind, nor sell food or non-food items, without prior written permission from the Theatre Manager.

15. PROMOTIONS:

All marketing, advertising and publicity for said event is the sole responsibility of the Renter group.

16. DEPOSITS:

All checks should be written to "City of Vacaville". The Cleaning & Damage Deposit is placed in account against any expense for physical damage or the need for additional cleaning as a result of the Renter's event. The Use Deposit is collected in order to officially schedule a date for an event. For groups not required to pay a use deposit, payment of the damage deposit will be used to officially schedule an event date. If there is no physical damage, the deposit will be returned to the Renter by adding it to the income of the event in the final settlement of charges before the expenses are subtracted. Cancellation of an event more than 90 days prior to its scheduled date will result in the refund of all deposits. Cancellation of an event less than 90 days but more than 30 days prior to its scheduled date will result in a refund of 50% of all deposits. Cancellation of an event less than 30 days prior to its scheduled date will result in the forfeiture of all deposits.

17. LIABILITY RELEASE:

The undersigned hereby agrees to indemnify, defend, and hold harmless the City of Vacaville and VenueTech Management Group, their officers, officials, employees and volunteers from and against all liability, loss, damage, expenses, costs (including, without limitation, cost and fees of litigation) of every nature arising out of or in conjunction with the Renter's use and/or occupancy of the Vacaville Performing Arts Theatre facilities thereunder or its failure to comply with any of its obligations contained in the agreement, except for such loss or damage which is caused by the sole negligence or willful misconduct of the City.

18. ACKNOWLEDGMENT:

This contract is not assignable, and no part of it may be transferred or used by anyone other than the Renter. This contract is valid only for the purposes shown and may be revoked at any time by the City. It is the responsibility of the undersigned to inform all persons utilizing the facility of the need to comply with all regulations of the Vacaville Performing Arts Theatre.

I have read and understand the rules and regulations of the Theatre and agree to abide by the terms set forth in this contract. I also acknowledge that this contract and attachments only contain part of the overall policies of the Vacaville Performing Arts Theatre.

Applicant's Signature

Date

Theatre Manager's Signature

Date