

# Queen Creek Performing Arts Center Master Agreement

## Articles\* General Terms

Revised 07/01/2008

### Article 1. DEFINITIONS

The organization, individual or individuals engaging with the Queen Creek Performing Arts Center for use of facilities, equipment and services of the Queen Creek Performing Arts Center are bound by the terms and conditions specified in the Master Agreement and it's attached Contracts and Rider(s). Revisions to the Contract and Master Agreement listed in any and all subsequent Riders shall be accepted as an integral part of the terms and conditions upon counter-signature by both the Queen Creek Performing Arts Center (hereinafter referred to as the "Center") and the organization, individual or individuals renting (hereinafter referred to as "User").

### Article 2. DEPOSITS

User agrees to pay a \$250.00 deposit with this signed contract. The deposit will be applied toward rental charges in final billing.

### Article 3. CANCELLATION BY USER

Should the User cancel the event covered in this agreement, no deposit refund shall be made. User agrees to pay any reimbursable expenses incurred by the Center in connection with the event.

### Article 4. RETURN OF AGREEMENT

Date(s) requested by the User are not considered firm and tickets will not go on sale until User returns the signed agreement accompanied by the deposit. Agreement and deposit must be returned upon receipt of the contract. Failure to comply means the User automatically cancels arrangements made with the Center.

### Article 5. CANCELLATION

This Agreement may be cancelled by the Center immediately upon written notice delivered to User upon breach of any terms or provisions of this Agreement. In the event of cancellation, User shall be reimbursed the difference between the charge set forth in the Contract and any and all actual expenses and charges incurred by the Center to date of cancellation.

### Article 6. PERMITS & FEES

User shall, at User's sole cost and expense. Obtain any and all government permits, approvals or concurrence required for the use of the Center. Further, User agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentation of any performance hereunder and protect and hold Center harmless from any failure to make such payments. Furthermore, User agrees to comply with all applicable local, state and Federal ordinances, statutes, laws, and/or regulations.

### Article 7. INSURANCE

Throughout the term of this Agreement, at User's sole cost and expense, User shall keep or cause to be kept in full force and effect, for the mutual benefit of Center and User, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, or disuse of the Center or adjoining areas and ways, with limits and qualifications established by the Center. All insurance required by express provision of the Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Arizona. All such policies shall contain language, to the extent obtainable, to the effect that (1) the insurer waives the right of subrogation against the Center, (2) the policies are primary and non-contributing with any insurance that may be carried by the

Center, and (3) they cannot be canceled or materially changed except upon prior written notice by the insurer to the Center. In the event that any such cancellation or material change, then this Agreement shall terminate and be of no further force and effect. User shall furnish the Center copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance at least seven (7) days prior to User's load-in.

#### **Article 8. INSURANCE REQUIREMENTS**

A comprehensive liability policy at a minimum of one (1) million dollars combined single limit shall be provided by the user. Proof of this insurance with Queen Creek Performing Arts Center named on the certificate of insurance must be provided a minimum of seven (7) days prior to the date of the engagement. The period of coverage shall be throughout the term of the agreement, at User's sole cost. This insurance shall be a broad-form general public liability insurance against claims of liability for personal injury, death, or property damage arising from the use, occupancy or disuse of the Center or adjoining areas and ways. Additional limits and qualifications may be specified by the Center's management as deemed necessary.

#### **Article 9. CLAIMS**

User agrees that it will indemnify and hold harmless the Center and members of its Management Board. As well as the Queen Creek Unified School District and its elected officials, officers, agents, and employees from all claims for damage to persons or property by reason of User's negligence or User's acts or those of User's employees or agents in connection with the User's occupancy of the Center.

#### **Article 10. ACT OF GOD**

In the event that the Center is unfit for occupancy by User during the period covered by the Agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the Center, then this Agreement shall be of no further force and effort. The Center, as well as the Queen Creek Unified School District, will not be liable for any costs other than to refund a deposit, in the event that the Center is unfit for occupancy by a User.

#### **Article 11. REFUNDS**

In the event of cancellation with a 60 day notice, refunds shall be available at the point of purchase beginning the second business day after the cancelled event. The Center, as well as the Queen Creek Unified School District will not be responsible for providing refunds for tickets sold by the User. User agrees to provide said refunds.

#### **Article 12. REPAIRS**

User agrees to pay for the repair and/or replacement of any of the Center's equipment, appliances, materials, lighting, props, sets and/or supplies broken or damaged as a result of the use of the Center.

#### **Article 13. CONFLICTS**

The Center may lease, rent or otherwise permit the use of the Center for any and all activities not in conflict with the hours of operation, rehearsals, loading, set-up, and takedown times(s) designated for User. The User understands that the Center is exclusively responsible in designating said conflicts.

#### **Article 14. EQUIPMENT FAILURE**

The Center will not be responsible for the replacement of any of its equipment, which may be out of service. Should the Center assume any costs for equipment rental necessary for the User's event, the User will reimburse the Center for payment in full.

#### **Article 15. ARBITRATION**

The Center and the User recognize the delays, expense, and difficulties involved in providing through legal or arbitration proceedings the actual losses suffered by the Center if the contractual

requirements are not finally complete on time. Accordingly, instead of requiring any such proof, the Center and the User agree that as liquidated damages for delay (but not as a penalty) the User shall pay the Center \$250 for each calendar day that expires after the time specified in the Contract, including any extensions allowed by mutual agreement of both parties.

**Article 16. ACCESS**

The Management and any other authorized representative of the Center shall have the right to access in all areas of the Center during the period covered by this Agreement in order to insure compliance with this Agreement.

**Article 17. BILLING**

The User will only reference the attraction as being “at the Queen Creek Performing Arts Center” and in no way will imply that the attraction is a project of the Center as a producer or co-sponsor. At no time shall the User identify the producing organization as a “Resident Company” of the Center.

**Article 18. SETTLEMENTS**

User acknowledges that the box office settlement check will not be issued until such time that all revenues have been received from ticket outlets.

**Article 19. CONSTRUCTION & PAINTING**

User will not at any time engage in the construction or painting of scenery, properties, or other goods without prior approval of the Technical Director.

**Article 20. PROMOTIONS**

The Center will not provide promotional services such as advertising, press releases, direct mail, program printing or any other promotional resources related thereto. User therefore accepts sole responsibility for promoting its event.

**Article 21. STORAGE**

User agrees to remove all sets, property and costumes immediately following the final performance. If performances span over multiple weekends, User agrees to clear all sets, property and costumes following each Sunday performance. Any storage requests of sets, property and costumes are subject to view and must be listed in a Rider to the Contract if approved by the Technical Director.

**Article 22. LOSS & THEFT**

User agrees not to hold the Center responsible for lost or stolen items.

**Article 23. ROYALTIES & DUES**

The User shall be responsible for ASCAP, BMI and any other music royalty fees associated with the User’s event. Said music fees shall be deducted from the box office settlement unless the User demonstrates that it is already licensed and will pay music royalties directly. Theatrical presentations requiring contracts with Samuel French, Music Theatre International or other companies shall be the responsibility of the User and at no time shall the Center be expected to enter into such agreements in any way. The Center may refuse rental to a group, which is not in good standing with a theatrical play service. The User shall be responsible for contracts and fees associated with employment of its personnel, including actors, technicians, directors, choreographers and all other artistic labor.

**Article 24. PIANO TUNING**

User agrees to reimburse the Center for piano tuning fee(s) if use of a tuned piano is desired. Tuning requests must be made no later than two (2) weeks prior to a performance date. User agrees to utilize the Center’s house tuner, which will be arranged by a Center staff. Under no

condition shall the Center's Steinway D be tuned by any technician other than a certified technician.

**Article 25. SECURITY**

User agrees to pay for one or more security guard(s) to be located at the backstage entrance doors at a rate of \$25 per hour, or current market rate, anytime the mainstage is in use, upon Center's request.

**Article 26. CUSTODIAN**

User agrees to pay for one custodian for the minimum of 2 hours for the event at a cost of \$30 per hour, or current market rate, upon Center's request.

## **GENERAL TERMS AND CONDITIONS**

**Section 1. OPENING HOURS**

The User agrees to allow the Management to open the lobby areas of the facility to be used at least forty-five (45) minutes before the advertised start of the event and to permit patrons to be seated at least thirty (30) minutes in advance of the advertised start of the event. At that time, all technical preparations, lighting and sound checks, rehearsals and other activities will have been completed on the stage and in the auditorium.

**Section 2. CURTAIN TIME**

Management reserves the right to delay seating of latecomers until the first logical break in the performance.

**Section 3. INTERMISSIONS**

The User agrees that for all programs lasting two hours or more, a running schedule for each performance will be provided to the Management at least 10 working days prior to the engagement. All such schedules will include intermission times. **The Management shall retain the right to cause the interruption of any performance when in sole judgment of the Management, such interruption is necessary in the interest of public safety.**

**Section 4. STAGE CREW**

Events scheduled to take place in the Center shall utilize the services of professional stage crews as determined by the Production Coordinator and the Production Specialist on staff of the Queen Creek Performing Arts Center. The Center reserves the right to select its own crew vendor. After examining the event's requirements at a mandatory pre-production meeting, the Center will determine the minimum number of personnel required for pre-production, load-in, set-up, rehearsal, performance, load-out and restoration. The Center will also select the sound vendor. The User will be required to pay the Center for the in-house use of stagehands at the then current labor rates. The Management on request will quote rates. The Production staff or his designated representative shall have the authority to veto or modify any order or direction issued by the user, its employees or other contracted labor. The Management reserves the right to remove any personnel associated with the show at any time, for reasons of misconduct or failure to abide by house rules.

**Section 5. USHERS, TICKET TAKERS, DOOR GUARDS**

Volunteer ushers and ticket takers are provided by the Center at no additional charge to the User for a ticketed event. Volunteer ushers do not provide security. User may elect to provide additional personnel with advance approval of the Center's Events Coordinator. The Management of the Center shall have the right to veto or modify any order or direction issued by User, its

employees or its contractors to its events personnel if Management deems such action is necessary.

## **Section 6. FACILITY ACCESS**

The building and premises, including keys thereto, shall be at all times under the control of the Management. Authorized representatives of the Center shall have the right to enter the premises at all times during the periods covered by the Contract. Building management will pay for all security that is deemed necessary by Management. The presence or lack of guards shall not alter the fact that Queen Creek Performing Arts Center, under the terms of the Rental Agreement, assumes no liability for the loss, theft or damage to the property of the User.

## **Section 7. TECHNICAL INFORMATION**

The User is required to provide all necessary technical information to the Production Coordinator no later than thirty (30) days prior to the first day of the engagement. Generally, the User will provide said information in a pre-production meeting at the Queen Creek Performing Arts Center, but the Production Coordinator may allow the User to provide written specifications with follow-up by telephone. The Management and all Center staff will take no responsibility for problems resulting from inadequate advance planning through proper communication with Center. The Production Coordinator and his assigned representatives reserve the right to alter any aspect of a production of which there is a question of safety for participants and/or protection of Center equipment.

## **Section 8. USE OF EQUIPMENT & SPACES**

If equipment is out of service for any reason, the Center will not be responsible for providing replacement. All sets, costumes, lasers, flashpots and other materials must conform to existing fire and safety codes. Any construction or painting to be performed on the premises must be approved by the Production Coordinator. The use of open flame, chemical foggers or other special effects is subject to prior approval of the Management. Pyro technic effects require a permit from the Rural Metro Fire Department.

- Exit doors, exit paths and fire extinguishers must not be obstructed at any time. All cable runs are subject to the advance approval of the Production Coordinator.
- House sound equipment may not be removed from the control booth. When an outside vendor is required, it is the sole right of the Production Coordinator both in selecting and approving the sound vendor and in selecting and approving the sound equipment to be used. The Management reserves final authority on determining volume levels for all events.
- The User should not, at any time use tape, tacks, or nails in the doors, walls, floors, or any other surfaces in the facility. The User should consult with the Center staff prior to securing cable, dance floors or any other items.

## **Section 9. CONCESSION SALES**

The Center reserves the right to permit sale of merchandise/service sales only from designated area and to supply house personnel as sellers. Total house commission will be fifteen percent (15%) on sales after tax, to be paid at the end of said event. If Center, at its discretion, chooses not to supply house personnel as sellers, house commission will be ten percent (10%). Users/Concessionaires are responsible for payment of all sales tax.

The Queen Creek Performing Arts Center retains the exclusive right to sell beverage/food concessions and shall retain one hundred percent (100%) of such receipts.

## **Section 10. CATERING/ALCOHOL**

A user may make arrangements with an outside caterer to bring food and non-alcoholic beverages for meals or receptions. Food and beverages are permitted in the foyer only. **The sale of**

**alcoholic beverages is prohibited.** Complimentary open alcoholic beverages may not be served at an event at which admission is charged. The serving of complimentary alcoholic beverages is prohibited without written authorization from the Management. To serve alcoholic beverages on a complimentary basis during your non-admission event you are required to supply the Center with a certificate of insurance for "host liquor" coverage in the amount of at least one (1) million dollars. Proof of this insurance with the Queen Creek Performing Arts Center named as an additional insured must be received a minimum of thirty (30) days prior to the event date. This coverage is separate and above the general liability coverage listed in Article 8. In addition, you will be required to obtain a special events license through the Queen Creek Unified School District, this license must be on file with Center a minimum of thirty (30) days prior to the event date.

### **Section 11. EVENT PROGRAMS**

The Center does not provide printed programs for rental engagements. If the User provides a program, the Center will arrange for its ushers to distribute them, and the Center retains the right to insert promotional material for upcoming events into any program. Any copy concerning Queen Creek Performing Arts Center must be approved in advance by the Management.

### **Section 12. TICKET OFFICE**

- The Center shall reserve the right to retain ten (10) seats per performance as house seats to be used at the Management's discretion, excluding sales purposes.
- All ticketed events at the Queen Creek Performing Arts Center must use the Ticket Force Ticket Agent System; this will be arranged by the Queen Creek Performing Arts Center. User will pay the Center for the following ticketing costs;
  - 4% of gross sales, including Box Office, Phone Orders, Consignment, and Ticket sales
  - 2.9% or current market rate of credit card sales
  - \$.20 per printed ticket
  - \$30.00 box office set-up fee per event
- The Ticket Office will only sell tickets by its computerized ticketing network. The Center has an exclusive ticketing agreement with Ticket Force. Ticket Force is the only professional outlet system that may be used.
- The box office is open Monday through Friday from 9:00 am to 4:00 pm, and one hour prior to all ticketed events. Additional box office hours may be provided upon request, at a cost to the User of \$25 per hour for two cashiers, with a four (4) hour minimum. Requests must be made at least fourteen (14) days in advance in order to allow adequate scheduling time. Hours of operation are set by Management and will vary during different periods of the year.
- The Center or User will not sell or distribute or permit to be sold or distributed, tickets in excess of seating capacity.
- Regardless of age, everyone must have a ticket. Lap passes (children up to 2 years old) can be distributed at the discretion of the User.
- The ticket office will not accept payment of any kind at the Will Call window. All tickets on Will Call provided by the User must be pre-paid.

### **Section 13. COMPLIMENTARY TICKETS**

- No more than ten percent (10%) of house capacity may be used for complimentary tickets.

- The issuance of press passes and other complimentary tickets shall be the responsibility of the User. On percentage engagements, the Center shall have the right of approval on all complimentary tickets.
- Complimentary ticket requests for the Will Call window must be submitted in writing no less than 24 hours prior to event.

**Section 14. FREE ADMISSION EVENTS**

All events, including events without an admission charge, must provide for admission, a ticket for each person in attendance. Tickets will be audited through the Ticket Force system and will be subject to a \$.20 per ticket charge.

**Section 15. DONATIONS**

No collections of donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of Management.

**Section 16. ADVERTISING & PROMOTION**

The User shall not distribute or circulate any advertising matter at the entrance to, or in or about the Center, except such advertising as may pertain to the immediate attraction for which the Contract is granted.

All media advertising must include

- \* Ticket sales location(s)
- \* Ticket prices
- \* Time & date of performance(s)

In any advertisement to appear in whatever form: posters, flyers, newspapers, etc., the Center and its facilities shall be identified as follows: **QUEEN CREEK PERFORMING ARTS CENTER**. The User is required to sell all tickets at the prices advertised, and no deviation will be allowed unless approved in writing by the Management.

**Section 17. SIGNS & POSTERS**

The User shall not post or exhibit any signs, banners or other types of advertisements without prior permission of the Management. Queen Creek Performing Arts Center will not assume responsibility for the safety of said materials.

**Section 18. OBSTRUCTIONS**

No portions of the sidewalks, entries, halls, elevators or ways of access to public utilities of the premises shall be obstructed by the User. Any damage resulting on account of any abuse or any misuse of any portion, facility or equipment, of whatsoever character, shall be paid for by the User.

**Section 19. PARKING**

The Center does not guarantee parking for its users or staff and patrons of the users. The granting of a contract to use the Center shall in no way obligate the Center to provide parking for the User. Trucks carrying equipment to be used by the User in the presentation of the event may be loaded, unloaded and parked at the exclusive direction of the Management. In the absence of permission to park at the loading door or in the back lot of the Queen Creek Center, the User shall be responsible for finding suitable parking space elsewhere.

**Section 20. LOST ARTICLES**

The Management of the Center has the sole right to collect and to have custody of articles left in the building by persons attending any event or exhibition. When lost articles can be readily identified to be the property of the User, Management shall not be responsible for incurring any costs for shipping said articles to the owner.

**Section 21. FLAMMABLE MATERIALS**

No flammable materials such as bunting, tissue paper, crepe paper, etc. will be permitted to be used for decorations. Open flames in any area of the building are strictly prohibited, regardless of how they are fueled, unless approved by Management. Permits are required from the Rural Metro Fire Department for any open flames.

**Section 22. STORAGE**

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Center, neither the Center, its officers, agents nor employees shall be liable for any loss, damage or injury to such property.

**Section 23. BROADCASTING & RECORDING**

No event may be photographed in the Center, nor may be broadcast, video taped, recorded or otherwise reproduced without the consent of the Management. The locations of cameras and video equipment are subject to approval of the Production Coordinator or his authorized representative.

**Section 26. MOTION PICTURE & VIDEO PROJECTORS**

No motion picture or video projectors shall be allowed in the building without special permission from the Management.

**Section 27. SMOKING**

Smoking is not permitted in any area of the facility. The User shall be responsible for enforcing the no-smoking regulation. Failure on the part of the User to enforce this regulation shall constitute a breach of contract and can, at the option of the Management, cause the termination of said Agreement as well as refusal of future usage.

**Section 28. LOADING ENTRANCE**

All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the building only at such entrances as may be designate by the Management.

**Section 29. UTILITY CONNECTIONS**

Unless otherwise authorized by the Management, all electrical and other utility work required to be done on the premises in connection with the User's needs shall be furnished by the Center. The User shall pay the center for time and materials.

**Section 30. STAGE ENTRANCE**

All performers and participants must use the back stage entrance on the west parking lot. No other doors are to be used by performers or stage personnel nor will any doors be propped open. The Management shall determine if and when the doors are to be unlocked. The User may provide its own security service for the stage entrance.

**Section 31. USE OF SEATING & PUBLIC RESTROOMS**

The Management has the authority to restrict the use of public restrooms and seating areas in the theatre prior to performance, with the intent to avoid situations where it becomes necessary to re-clean a public access area after it has been made ready for a performance.

**Section 32. FOOD & BEVERAGES**

No food or beverages will be consumed on the premises, by the Users, except in areas assigned by Management.

**Section 33. TAP SHOES**

Tap shoes may be worn on stage only. Tap shoes must be removed at all other times.

**Section 34. SEATING CAPACITY**

Seating capacity of the house will be enforced. For non-ticketed events, counters will be used at all entries.

**Section 35. OBJECTIONABLE PERSONS**

The Management reserves the right to eject from the premises any objectionable persons; and neither the Center nor any of its representatives shall be liable to the User for any damages that may be sustained by such action. The term "objectionable persons" shall include those persons by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of building policy or laws, make the proper conducting of business difficult or impossible.

**Section 36. FORBIDDEN ACTS**

The User will not do, or permit to be done, anything in or upon any portion of the premises or bring anything therein which will in any way conflict with the condition of any insurance policy upon the building. The User will not operate any engine or motor or machinery on the premises or use oils, burning fluids, kerosene or gasoline for mechanical or other purposes without the written consent of the Management.

**Section 37. COMPLIANCE WITH LAWS**

The User shall comply with all laws of the United States, the State of Arizona, and the Queen Creek Unified School District, and all rules and regulations established by authorized officers. The User will not suffer to be done anything on said premises in violation of any such laws, ordinances, rules or regulations.

**Section 38. LICENSES**

The User shall obtain all permits and licenses required by the laws, ordinances, rules and regulations needed for the engagement. The Management shall have the right to require the User to furnish satisfactory evidence that it has obtained all such licenses.

**Section 39. REHEARSAL ATTENDANCE**

Rehearsals are defined, as productions performed without an audience or with no more than fifty (50) people watching the production. If the User exceeds the stated maximum, the User shall be responsible for payment of performance rate for the day(s) applicable.

**Section 40. RECORDING**

User and Center agree both parties may record event for internal purposes only. User agrees that any recording, either visual or audio, made of the event covered by this contract for the purpose of selling at a later date is subject to a **\$750.00 recording fee payable to the Queen Creek Performing Arts Center** for said privilege. Any recordings sold must be given location credit "Recorded @ Queen Creek Performing Arts Center in Queen Creek, Arizona."

**Section 41. LASERS**

Prior the event, Class IIIb and Class IV laser users must contact the Arizona radiation Regulatory Agency, Nonionizing Division, 4814 South 40<sup>th</sup> Street, Phoenix, Arizona 85040, (602) 255-4845. Failure to notify the ARRA violates the requirements of the FDA variance and federal law.

**Section 42. TRANSFERRANCE OF AGREEMENT**

The User may not transfer its engagement by sponsorship to a third party without the written approval of the Center. It will also be necessary for the User to obtain written consent from the Management before it passes its use of the facilities as contracted to a third party for another use.

**Section 43. MAXIMUM OCCUPANCY BACKSTAGE**

The Queen Creek Performing Arts Center has an established maximum occupancy of 75 persons in the Center's backstage areas. All events will be restricted to no more than the aforementioned number on any rental day. The User will assume responsibility to limit access following performances to audiences, in order that the maximum may not be exceeded.

**Section 44. ACCESSIBLE SEATING**

The User shall in no way obstruct the first two rows in the auditorium, as they are exclusively reserved for accessible seating.

**Section 45. ADDITIONAL REGULATIONS**

The Center reserves the right to impose any additional rules or regulations, or to set special rental and use Agreements, whether or not expressly provided herein, which may be necessary for the best interests of the Center. Such regulations shall be binding upon the User.

**I HAVE READ, AGREED TO AND ACCEPTED ARTICLES 1-26 & SECTIONS 1-45 OF THE MASTER AGREEMENT FOR THE QUEEN CREEK PERFORMING ARTS CENTER:**

**COMPANY:**

\_\_\_\_\_

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPROVED:**

**QUEEN CREEK PERFORMING ARTS CENTER**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Molly Jacobs, Director**