



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.

11. DATES AND TIMES CONTRACTED FOR USE OF THE VACAVILLE PERFORMING ARTS THEATRE

Please read and initial the following two paragraphs:

In the boxes below, be sure to include all of the hours that you or a representative from your group will be occupying any part of the Theatre. A full-day Theatre rental is considered to be an eight-hour day. When making your schedule, please be aware of the legal requirement for break times for all VPAT employees, including a one-half hour break after five hours of work. Also, be aware that overtime charges will apply on employee time that exceeds eight hours of work per day and/or 40 hours per week. Initial

Because this contract may be made well in advance of your event date, VPAT management understands that you may not currently know all of the specific production activity times. These can be submitted closer to your event as an update to the Production Schedule in the Technical Rider. It is, however, important to give accurate time parameters here for when you will begin and end each day to complete your contracted schedule. Initial

DATE	DAY	TIME		ACTIVITY <small>Please specify rehearsal days, event days, and other.</small>
		START	END	

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
