

SAMPLE

STUDIO 240 PERFORMANCE RENTAL CONTRACT SUMMARY

Rehearsal Studio Rental Procedure and Rates - Studios 240 and Building Use Regulations are attached to this Contract and made a part hereof. Renter agrees to all terms and conditions therein.

Renter must disclose all potential liability issues including nudity, adult content, and the use of any potentially dangerous props or other equipment at the time of the signing of the contract.

Rental Studio Number:	240		
Studio to be used for:	PERFORMANCE		
Rental Dates/Times:			
Total Rental Cost:			
Rental Info Summary:			
Renter's Name:			
Renter's Address:			
Contact Person:		Telephone:	
Email:		Fax:	
NOTES:			

Studio Rental Procedure and Rates Alice Sheets Marriott Center for Dance

1. The prospective renter sends a completed contract to the School of Dance administration with all information requested completed. Telephone requests will be booked and held for a period of 10 working days. If the signed contract is not received within the 10-day period, the date/time may be released to another renter. Studio availability is limited to dates/times when school is not in session.

Upon approval of the rental, a signed copy will be returned to Renter in confirmation of the agreement.

2. **Rental Rates** (a worksheet is included to help calculate the total amount due.)

Studio Rental – Rehearsals

University Rates, per studio*

\$15 per hour (hourly rate)

\$100 per day (8 hours)

\$400 weekly rate, M-F, (8hrs/day, 5 days)

\$1000 weekly rate for all three studios, M-F

These rates are for studio space rental only. For Performance Rental Rates for Studio 240, see Studio Rental - Performance. No other services or equipment are supplied. All renters must strictly abide by Building Use Regulations, page

Additional Fees:

** Mandatory

**\$75.00 per day cleaning fee

**\$35.00 Additional Services Non-refundable (Administrative, set-up of tables & chairs for registration does not include set-up of risers and chairs when studio is used for performance).

\$10.00 per hour Sound System

\$75.00 per hour, per accompanist

Regular Rates, per studio*

\$15 per hour registration time

\$30 per hour (hourly rate)

\$200 daily rate (8 hours)

\$750 weekly rate, M-F (8hr./day, 5 days)

\$2000 weekly rate for all three studios, M-F

Those qualified to receive "University Rates" are:

- RDT, Ballet West, Ririe Woodbury, and CDT
- Anyone teaching part-time at the University of Utah in an academic department as long as it is during his/her paid teaching semester. (AOCE faculty, visiting faculty, and guest faculty do not qualify.)
- University of Utah School of Dance, Dept. of Ballet/Modern Dance alumni who have graduated with a BFA or MFA from the Department of Ballet/Modern Dance.

- *availability is limited to dates when school is not in session
- The studio must be left in the condition in which it was found. The renter is financially responsible for any repairs required due to damage caused by renter's participants and/or its patrons using the MCD facilities. Failure to cover any repairs that resulted from the renter's use of the facilities will prevent any future rental of MCD spaces and/or legal action to collect may be taken.
- Payment in full for the rental is due at least **10 days prior** to the date of the rental period. Make checks payable to U of U School of Dance.
- The renter is responsible for acquainting all participants/patrons with the MCD Building Use Regulations.
- The renter agrees to use the property at his/her own risk. The renter shall not hold the School of Dance or the University of Utah liable for any injury that may occur in the building by the renter, renter's participants and/or its patrons; the renter agrees to assume this responsibility. Renters must carry \$1,000,000 liability insurance and provide us with proof of insurance prior to the rental as per University policy. This requirement for liability insurance may be waived upon request. In the

event that liability insurance is waived, the renter shall obtain waivers for all participants who are physically involved in activities. The School of Dance will provide waiver forms.

Studio Rental – Performances, Studio 240

Rental conditions of MCD 240 for performances:

- The studio must be left in the condition in which it was found. The renter is financially responsible for any repairs required due to damage caused by renter’s participants and/or its patrons using the MCD facilities. Failure to cover any repairs that resulted from the renter’s use of the facilities will prevent any future rental of MCD spaces and/or legal action to collect may be taken.
- Payment in full for the studio rental is due at least **10 days prior** to the date of the rental period. Make checks payable to U of U School of Dance.
- The renter is responsible for acquainting all participants/patrons with the MCD Building Use Regulations.
- The renter agrees to use the property at his/her own risk. The renter shall not hold the School of Dance or the University of Utah liable for any injury that may occur in the building by the renter, renter’s participants and/or its patrons; the renter agrees to assume this responsibility. Renters must carry \$1,000,000 liability insurance and provide us with proof of insurance prior to the rental as per University policy. This requirement for liability insurance may be waived upon request. In the event that liability insurance is waived, the renter shall obtain waivers for all participants who are physically involved in activities. The School of Dance will provide waiver forms.
- The studio will not be rented during rehearsal weeks for student/department productions.
- School light and sound technicians and technical director *must be hired* for all rehearsals and performances involving the use of department equipment. Renter’s personnel or volunteers must have prior written approval of technical director or department chair to operate equipment. If the Department technical staff are unavailable the performances may not take place. Personnel costs are charged at a minimum of a 4-hour call, with a one-hour break between each 4-hour call.
- Renters must abide by all building-use regulations.
- Renter must provide all front-of-house personnel and audience monitors to enforce building use regulations: e.g., no shoes, food, liquids, gum or candy may be taken into the studio.
- **CONCESSION SALES – Renter shall not give away or sell items upon the Premises, in the Building, or otherwise on the University’s campus, without prior written permission. If permission is granted, any food item must be prepackaged no homemade items are to be distributed.**

Concessions will be done. _____(Renter) _____ (MCD) *(please initial)*

- **NO LATEX BALLOONS - We have an employee with a severe latex allergy please do not bring latex balloons into the building. ONLY Mylar or vinyl balloons are allowed.**

No latex balloons will be brought into the building. _____(Renter) _____ (MCD) *(please initial)*

PERFORMANCE RENTAL RATES

RATE FOR EACH PERFORMANCE:	\$300.00
PRODUCTION STAFF (Required)	SEE BELOW
SET UP OF RISERS & CHAIRS	\$500.00
CHAIRS ONLY	\$2 PER CHAIR + SET UP
	1 – 40 \$35.00/40 – 75 \$70

PRODUCTION STAFF

- RENTER IS REQUIRED TO HIRE MCD TECHNICIANS AND PERSONNEL TO OPERATE ALL EQUIPMENT
- USHERS MUST BE PRE-ARRANGED IF PROVIDED BY VENUE

• **STANDARD RATES**

PRODUCTION DIRECTOR:	\$35 PER HOUR
TECHNICAL DIRECTOR:	\$35 PER HOUR
THEATRE MANAGER	\$26 PER HOUR
PROJECTIONIST:	\$26 PER HOUR
SOUND ENGINEER:	\$26 PER HOUR
LIGHT BOARD OPERATOR:	\$18 PER HOUR
SOUND OPERATOR:	\$18 PER HOUR
SPOTLIGHT OPERATOR:	\$18 PER HOUR
USHER:	\$18 PER HOUR

LIGHTING DESIGNER: FEE NEGOTIATED ON A PER SHOW BASIS

UP TO 100 CUES	\$200
UP TO 200 CUES	\$400

\$1 per cue after 200 cues per show, if another show is using the same cues but in a different order, this is considered a second and different show and additional charges will apply.

Cue rates understood _____ (Renter) _____ (MCD) *(please initial)*

• **JANITORIAL SERVICES**

CLEANING FEE: \$75 for each weekday performance
 \$75 for Saturday performance or 2 same day weekday shows
 \$150 for 2 shows on the same Saturday

• **RATE STIPULATIONS**

- THERE IS A FOUR-HOUR MINIMUM FOR PRODUCTION STAFF.
- A 1-HR BREAK IS REQUIRED BETWEEN EACH 4-HOUR CALL FOR DINNER OR LUNCH.
- A FEE OF \$25 WILL BE ASSESSED PER EMPLOYEES FOR LUNCH AND DINNER BREAK VIOLATIONS
- A TWO-HOUR "CONTINUITY" PERIOD BEFORE AND/OR AFTER A PERFORMANCE OR REHEARSAL IS AN AVAILABLE OPTION AT 1.5-TIME. BEYOND 2 HOURS WILL BE CONSIDERED A FULL CALL (4 HOURS)
- ANY TIME BEYOND AN 8 HOUR DAY IS CHARGED AS OVERTIME (1.5 TIME)
- ALL TIME FROM MIDNIGHT TO 8:00 AM WILL CHARGE AT DOUBLE TIME.
- A PROJECTIONIST MUST BE HIRED FOR USE OF FACILITIES PROJECTOR EQUIPMENT
- PROPS AND SETS MUST BE CLEARED BY PRODUCTION DIRECTOR BEFORE DAY OF

PERFORMANCE

- **TAP SHOES ARE NOT ALLOWED WITHOUT PRIOR PERMISSION AND NOTIFICATION**
- **BALLROOM SHOES MUST HAVE HEEL GARDS**

MISCELLANEOUS CHARGES

Other requests made by Renter are charged at the following rates, per performance:

Projector:	\$125	Follow Spot:	\$50
Piano:	\$100	Dry Ice Fog:	\$100
Piano Tuner	\$150	Barres:	\$25/each
Chairs:	\$2 each	Tables:	\$10/each
Hazer:	\$50	Microphone:	\$50
Body Mic:	\$75	Podium:	\$25
Spike tape roll:	\$12	Gaff tape roll:	\$20

TICKETING

- **NO MORE THAN 75 TICKETS PER SHOW IS TO BE DISTRIBUTED PER SHOW**
- **PLEASE INFORM ALL PARTICIPANTS THAT ANY QUESTIONS THEY HAVE CONCERNING TICKETING AND/OR YOUR PERFORMANCE ARE TO BE DIRECTED TO YOUR STAFF AND NOT TO THE ADMINISTRATIVE STAFF AT THE MCD.**
- **YOU ARE RESPONSIBLE FOR ALL TICKET SALES.**

ALICE SHEETS MARRIOTT CENTER FOR DANCE BUILDING USE REGULATIONS

The Marriott Center for Dance welcomes your organization as a guest in our building. In order to preserve the beauty and function of our building we have established regulations for use of this building and surrounding area. We expect your organization to show respect for this facility and the administration by adhering to the regulations set forth. This building is part of the University of Utah and is governed by their policies and procedures.

REGULATIONS:

- ❑ The administrative offices and personnel are not part of the rental agreement. Please understand if your organization is in the building during normal business hours you should contact the stage manager for any needs you may have. There are courtesy phones in the building for your patrons and performers to use.
- ❑ No smoking inside the building. Smoking is permitted outside of the building 25 feet from any door. This is a state law.
- ❑ At the completion of your performance, your organization is responsible for turning out lights when you leave the dressing room areas.
- ❑ Outside doors ***may not be propped open*** at anytime.
- ❑ Do not post notices, tape any messages or write on woodwork. Postings on walls must have prior approval of the administrative authority.
- ❑ No food or liquids (other than water) are permitted in the theatre, lobby, studios, dressing rooms, or any carpeted area. Food may be eaten outside the building or in the uncarpeted areas of the hallway.
- ❑ The selling of refreshments must have prior approval of the administration and included in the rental agreement at the time of signing.
- ❑ You and your organization are responsible for picking up trash and debris left by your patrons after your performance is completed. This includes the studio, dressing rooms, hallways and outside of the building.
- ❑ The University is not responsible for lost or stolen articles. Please leave valuables at home. Keep personal belongings locked in a locker or with you.
- ❑ Contact the stage manager or house manager if you observe anyone not abiding by the guidelines set forth.
- ❑ Any use of other studios, theatre, or space must be arranged through a separate rental agreement(s) with the respective department.

RESTROOM AREAS:

- ❑ Public restrooms are **not** to be used for changing costumes or applying make up. The dressing rooms are for this purpose.

BUILDING PERIMETER:

- If your performers eat outside, it is your responsibility to make sure all trash is placed in the dumpster or garbage cans.

As the representative of the rental organization, I have read, understand and agree to abide by all regulations set forth by the attached Alice Sheets Marriott Center for Dance Building Use and Regulations. I understand that failure to abide by these regulations will result in my immediate dismissal from the premises, non-renewal of future contracts and/or legal action taken. I will be required to pay for any damages or cleanup incurred from any act or omission of any person brought into the building in connection with my rental and use of the theatre and/or studios.

Renter must disclose all potential liability issues including nudity, adult content, and the use of any potentially dangerous props or other equipment at the time of the signing of the contract. Proof of liability insurance in the amount of \$1,000,000.00 per occurrence must be provided, unless waived by the Department, with the University of Utah School of Dance listed as the certificate holder is required for this rental.

Proof of liability insurance and payment in-full of estimated amount, must be provided to the School of Dance a minimum of 10 working days prior to the rental, if these items are not received within the time period stated, I understand that my rental may be cancelled without further notice.

Neither the University of Utah nor School of Dance is responsible for renter cancellations due to weather, lack of participation, nor any other reason(s). Rental charges will still be made if the rental is not cancelled on or before 3 working days of the date(s) requested. If the MCD facilities are closed by the University of Utah for any reason a full refund less administrative fees, will be given, no other compensation or consideration will be made.

Rental Organization Representative

Date

Marriott Center for Dance Representative

Date

<p>Office Use Only</p> <p><input type="checkbox"/> Payment of \$_____ received. Date: _____ Check # _____</p> <p><input type="checkbox"/> Proof of liability insurance received.</p> <p><input type="checkbox"/> Proof of liability insurance waived and waivers obtained.</p>
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Rental Cost Worksheet (Return a copy with your agreement)

Studio 240 is located in the upper level of the Marriott Center for Dance, 330 South 1500 East, Salt Lake City, UT. A map of the building location is available on the University of Utah Website www.utah.edu (click map and enter MCD in the search box). Participants in your program should enter through the north door of the building, located just off of the paid parking area. Paid parking is available some free parking may also be available on Saturday or Sunday as designated by the university. Signs will be provided in the MCD directing your participants to the appropriate studio.

	Hours Needed	Cost per Hour	Total
Registration/Ticket Sales	_____ X	\$15.00	\$ _____
Rehearsal Studio (w/o technician)	_____ X	\$30.00	\$ _____
Performance Tech Rehearsal	_____ X	\$300.00/ performance/rehearsal	\$ _____
Technician (Tech rehearsal & Performances)	_____ X	\$18.00	\$ _____
Additional Production Personnel/Services			
Risers & Chairs (per set-up)	_____ X	\$500.00	\$ _____
_____	_____ X	\$ _____	\$ _____
_____	_____ X	\$ _____	\$ _____
_____	_____ X	\$ _____	\$ _____
_____	_____ X	\$ _____	\$ _____

Cleaning Fee** _____ X \$75.00 per day +\$ _____

Additional Services** i.e. administrative, signs, tables, **+\$35.00** (Due with Contract-Non-refundable) chairs, etc. (AV Equipment is not included. Table & chairs should not include risers & 75 chairs for performance this is a separate charge.)

_____ Tables _____ Inside Studio _____ Outside Studio X \$10.00 \$ _____

_____ Chairs _____ Inside Studio _____ Outside Studio X \$2.00 \$ _____

Accompanists _____ X \$60.00/hr./person +\$ _____

Type of accompanist needed: _____ **Time Needed:** _____

Sound System _____ X \$10.00/hr./studio +\$ _____

***Total Estimated Amount Due** \$ _____

The \$35.00 non-refundable administrative fee is due at the time of signing of this contract.

******Payment of the balance must be received at least 10 working days prior to the date of the rental.****** (We go through a central mailing bureau so please allow for 5 – 7 days for delivery.)

Please make checks payable to: *U of U School of Dance*

Send the completed contract, certificate of insurance, and payment to:

**U of U School of Dance
Attn: Glenda Staples
330 South 1500 East, RM 106
Salt Lake City, UT 84112**

You may also fax your contract to 801-581-5442

If you have questions please call 801-585-5527 or email: glenda.staples@utah.edu

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT
IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING

This Agreement must be completed and returned to the University of Utah School of Dance in order to participate in the activities associated with the SCHOOL OF DANCE at the Marriott Center for Dance, University of Utah Campus.

Participant (print full name): _____

Date of Birth: ____/____/____ Parent/Guardian _____

Address: _____

City: _____ State: _____ Zip: _____

Emergency phone number(s): _____

Participant has been advised to maintain health and accident insurance to cover the costs of treatment in the event of any injury or illness.

Participant's Insurance I.D. number and insurance carrier, carrier address and phone number:

For Adults over the age of 18 (If a minor please complete side 2)

ASSUMPTION OF RISK

I, the undersigned, am the Participant named above. I am familiar with the curriculum and the activities which take place in the above named Program at the University of Utah (the "Program"). My participation in the Program may expose me to certain foreseeable and unforeseeable risks of injury such as, but not limited to illness, injury or even death. Knowing of these risks, I freely and voluntarily participate in the Program and hereby agree to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

I understand and acknowledge that the University of Utah ("University") is not an insurer of my behavior, actions or participation in the Program, and that the University assumes no liability whatsoever for personal injuries or property damages to me or to third persons arising out of my participation in the Program activities. I hereby agree to release, waive, covenant not to sue, indemnify and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or loss or damage to any property belonging to me arising out of or related to participation in the above named Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

I do not have any heart, respiratory or other health conditions that would prevent my safe participation in the Program.

I have adequate health insurance to cover the costs of treatment in the event of any injury (provide health insurance information below).

I agree that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

I shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

_____ I am signing this Agreement for myself as Participant. I acknowledge that I am at least eighteen (18) years of age and I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant (18 year old or older)

Date

Minors: Participants under age 18 must have signatures from both the participant and the parent/legal guardian.

MINOR PARTICIPANT INFORMED CONSENT

I, the undersigned, am the Participant named on page 1. I am familiar with the curriculum and the activities which take place in the above named Program at the University of Utah (the "Program"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program, which may expose me to illness, injury or death. Knowing of these risks, I freely and voluntarily participate in the Program.

I am also familiar with the rules of conduct and University policies relating to this Program. I agree to abide by the all of the operating procedures, including safety procedures outlined by the Program instructor, plus any directions given to me by an authorized University employee during the course of the Program.

(Signature of Minor Participant age 12-17)

PARENT/GUARDIAN CONSENT TO TREATMENT, WAIVER AND RELEASE

I _____ am the parent/guardian of the above named Participant who is under 18 years of age. I am familiar with the curriculum and the activities which take place in the above named Program and hereby give consent for the Participant to participate in the Program. I understand that participation in the Program can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program, which may expose the participant to illness, injury or death.

I state that Participant is free from any known heart, respiratory or other health problems that could prevent Participant from safely participating in any of the activities.

I hereby give my express consent in the event of injury for the University to obtain for the Participant any necessary emergency aid, anesthesia and / or operation, if in the opinion of the attending physician, such treatment is necessary.

I certify that participant has medical insurance (provide insurance information below) and otherwise agree to be personally responsible for costs of any emergency or other medical care that Participant receives. I agree to release, waive, covenant not to sue, and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from the cost of any medical care that Participant receives as a result of participation in the Program.

I further agree to release Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of Participant's participation in the Program. This release extends to any claim made by parents or guardians or their assigns arising from or in any way connected with the aforementioned activities.

I agree that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

I shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

*The University of Utah is committed to protecting minors participating in University programs. If you, as a parent/guardian, have concerns about any misconduct in connection with the above named Event/Program, please contact the University's Office of Equal Opportunity and Affirmative Action at (801) 581-8365.

Signature of Legal Guardian and/or Parent of Participant

Date

Emergency Contact Name and Relationship to Participant

Phone Number