

Facility Use Agreement for the Historic Eureka Theater – Terms and Conditions for Large Concerts and Events:

All groups or persons renting the Eureka Theater will be charged fees according to the amounts listed below unless another amount is negotiated.

Rental Rate ~ \$100.00 per hour, minimum charge \$400.00. Rent, security deposit and certificate of insurance are all due 30 days before the event. Rent includes use of the ticket booth, marquee, 2 poster boxes and event on the ECFC's website and Facebook page.

(Non-profit 501(c)(3) organizations may receive a 10% discount making the hourly rate \$90.00 per hour. See #16)

Security Deposit ~ Standard security deposit is \$1200.00 for large concerts and may be refundable based on agreement terms. (See #13 & #29).

GENERAL – Eureka Concert & Film Center (ECFC) is the all-volunteer private non-profit that operates The Historic Eureka Theater. ECFC provides The Eureka Theater and its services to "the applicant" on a rental basis only. The applicant is the party signing the contract and responsible for all business dealings including payment. ECFC does not allow its name or that of Eureka Theater to be used without its written permission except as it applies to that specific rental or before contract is signed. ECFC reserves the right to refuse rental of Eureka Theater for any use which ECFC deems undesirable or incompatible with its long term goals. *For any and all concerts where alcohol will be served, attendance will be limited to patrons 21 and over only. No re-entry will be allowed during the show except for intermissions or medical emergencies.* Applicant is advised to plan their event and advertising accordingly. ECFC must approve the use of Eureka Theater name in all advertising. *Applicant's advertising of any event at the Eureka Theater may not begin until the facility use agreement, monies and certificate of insurance have been received and approved by the ECFC.*

- 1. AUDITORIUM & Main Lobby** - The use of the auditorium includes the use of the stage and dance floor. Use of the main lobby includes restrooms and access to no-host concession and cocktail bars. Use of upper lobby is available as a "green room".
- 2. BALCONY-** **The balcony is currently closed for restoration and is not available.**
- 3. STAGE, LIGHTING AND CONCERT SOUND SYSTEM** – The Eureka Theater has a 40'w X 20'd stage. A lighting truss directly over the back of the stage and directional stage lighting from the balcony-face. In-house sound system available with advanced notice. Also available: Yamaha U1 piano, follow spot light, 4 stage monitors, stage microphones & stands, base amp. 48 channel snake available at front of house, and 48 channel isolated split available for monitor mix at stage. Front of house has a 16 channel return to the stage. An additional charge will be made for use of in-house equipment, lighting and sound engineer. Applicant's equipment may be used in lieu of Theater's at no extra charge.
- 4. FILM PROJECTION** – The Eureka Theater is currently equipped to show movies on a Panasonic commercial digital projector in Blu-ray or DVD. 35mm and 16mm capability based on availability of films. There will be an additional charge for the projectionist and film licensing fees.
- 5. CAPACITY** – The current capacity of the auditorium is approx. 760, including all complimentary and give-away admissions. There is space available for 40 portable seats (if needed and supplied by applicant). If the production requires that any seating areas be used for sound, lighting or other equipment, a maximum capacity of 760 seats will be authorized, including all complimentary and "give away" tickets. Large numbers of performers may reduce the authorized capacity. Do not over sell or over-comp the show.
- 6. THEATER MERCHANDISE** – The ECFC maintains the right to sell their merchandise at all events.
- 7. THEATER CONCESSIONS** – The ECFC reserves the *exclusive* right to operate the beer, wine, full cocktail bar & concession areas. ECFC will provide all staff to operate and retains 100% of the revenues derived from the operation. If the applicant desires the concession or cocktail bar areas to be closed, a buy-out charge will be made based on income from similar size events.
- 8. MERCHANDISING CONCESSIONS** – The ECFC will allow the artist's merchandising representatives to sell t shirts, records, tapes, CDs and souvenirs. This information must be forwarded to the Eureka Theater staff for approval **14 days** prior to event. The **applicant** will provide tables and chairs.

9. **BOX OFFICE & DOORMAN** – The ECFC does **not** provide tickets, wristbands, a box office person, doorman or change. These services are available for an additional charge and Eureka Theater Staff must be notified **14 days** prior to the event. Applicant may supply their own staff to use the ticket booth at no extra charge.
10. **USHERS** - For general admission, ECFC requires 1 usher per 250 patrons, 2 minimum. Reserved seating requires additional ushers. Ushers are **not** considered security. Ushers are not provided by ECFC. Ushers are available for an additional charge and the Eureka Theater Staff must be notified **14 days** prior to the event.
11. **SECURITY PERSONNEL** - Applicant is responsible for providing adequate, easily identified *uniformed* security personnel suitable for the type of event being promoted. Applicant must also ensure security outside the building, including the front doors, back stage and alley exits. ECFC reserves the right to cancel or stop the show if the security is inadequate for the event. Generally, minimum security requirements include 4 personnel arriving 30 minutes before event’s scheduled door time, and staying on premises 15 minutes after the last patrons exit. Additionally, a minimum of 1 security person is required for each 100 patrons in attendance for all contemporary music shows such as rock, metal, punk, hip hop and R&B. The ECFC reserves the right to require additional security, at the sole cost of the applicant, as it deems necessary. Applicant is responsible for security personnel at all doors to prevent unauthorized entry to the theater and unauthorized outside food and beverages. Uniformed security must be licensed to operate within the City of Eureka. No armed security personnel are allowed unless currently licensed as police or correctional officers (off duty police). ECFC has the right to refuse security offered by applicant if it does not pass ECFC standards for proper security. **Security must be confirmed with ECFC 14 days prior to the event.**
12. **DRESSING ROOMS** - Eureka Theater has one “green room” with 2 bathrooms located in the upper lobby, included with the facility rental. These are not party areas and ECFC reserves the right to enter any and all areas at any time to enforce the rules and to limit the number of people in the area. No kegs or smoking are allowed in the dressing room areas. **No GLASS containers of any kind are allowed anywhere in the Theater.** The applicant is responsible for clean-up by placing all trash in receptacle bags provided and removing them from premises. Failure to do so will result in a deduction from the security deposit.
13. **DAMAGE TO FACILITY** - The applicant is responsible for all damage to the facility caused by, or as a direct result of their event, by guests, patrons, staff, crew, and subcontractors. This specifically includes damage to curtains, projection screen, projection masking, bathrooms, dressing rooms, seats, stage, sound equipment, lighting equipment and furnishings. Applicant is also responsible for lost revenues due to damage.
14. **SECURITY DEPOSIT** – A minimum **\$1200.00** security deposit is required of **all** applicants using the facilities for large concerts and events. The deposit, accompanied by the contract, certificate of insurance and *event detail checklist*, must be received by ECFC **(30 days) one month before** the event and before load-in may begin. **Deposit will be refunded by check, less any amount due to ECFC, ten (10) business days after the event.** (Also see #29 CANCELLATIONS).
15. **ELECTRICAL POWER** - Power is available for applicant’s equipment as listed in #3. Applicant or lighting subcontractor must provide adequate length and gauge of feeder cable. All connections shall be made by Eureka Theater Electricians who reserve the right to refuse connection of dangerous, defective or non-code conforming equipment.
16. **NON-PROFIT ORGANIZATION DISCOUNT** - Any group registered with the State of California as a 501-C-3 "not for profit" corporation is eligible, at the sole option of ECFC, to receive a 10% discount from the base house rental charge. **A copy of applicant’s non-profit letter, signed by the Secretary of State, or applicant’s IRS non-profit registration must accompany the returned contract and deposit check.** The not for profit corporation must be the rental applicant for the event.
17. **JANITORIAL** - The applicant is responsible for clean-up, including the main lobby and audience areas, stage area and green room. This includes the removal all decorations, stage garbage, drinks and food. All trash must be placed in waste containers provided by the Theater. Failure to clean up after the event will result in a \$200.00 janitorial fee deduction from the security deposit.
18. **DECORATIONS** - The following decorations are specifically *prohibited* from the historic theatre building: confetti (static and cannons), glitter, stickers, spray paint, liquid paint, burning objects (including candles) and helium balloons. The applicant is responsible for picking up and disposing of all decorations. **The applicant must**

submit a decorating plan and obtain approval of all decorations from the ECFC 14 days (2 weeks) prior to the event. No tape, staples, screws, thumbtacks, nails or holes in the walls will be permitted. No exceptions.

19. **CATERING** - This does not apply to catering for production staff and crew. Catering is allowed provided the catering personnel clean up and haul off all trash generated after the event. ECFC cannot always provide ice for catering. Power for catering is limited to 1 20 amp circuit in the area to the left of the cocktail bar.
20. **ALCOHOL** - *ALL ALCOHOLIC BEVERAGES MUST BE SERVED BY EUREKA THEATER STAFF.* All alcohol must remain in the lower lobby and auditorium. No alcohol will be served to anyone under 21. All event patrons will be asked to show their i.d. and will be wrist-banded or stamped in order to purchase alcohol. The ECFC requires that all patrons be 21 and over at all large major events where alcohol will be served; i.e., "All Ages" events will not be permitted. THESE ARE "ALCOHOL BEVERAGE CONTROL" LICENSE REGULATIONS AND WE DQ ENFORCE THEM.
21. **SEATING** – Auditorium seats are not yet restored or numbered and are available on a first come, first served basis. Reserved seating is at the sole discretion of the applicant.
22. **DESIGNATED DISABLED SEATING** - Disabled seating areas must be priced at the lowest ticket price. Wheelchairs take up the space of two seats but are only required to purchase one ticket. 1 companion ticket may also be purchased for this section.
23. **HEATING** - The rental rate includes heat which begins **4 hours** before doors open to the public and ends at the conclusion of the event.
24. **PARKING** –Parking for Entertainers consists of street parking in front of the Eureka Theater. Temporary parking for load-in and out is available on 'E' Street behind the Theater. Additional parking is the responsibility of the applicant and may require parking permits from the City of Eureka.
25. **FIRE SAFETY** – The ECFC enforces fire protection safety codes and is subject to inspection by the State Fire Marshall and the City of Eureka Fire Department. No pyrotechnic devices or open flame, including candles, are allowed in the Theater. All fire aisles, exits and stairs must be kept clear of equipment, tables and people. Eureka Theater technical staff will clarify exiting clearances, but the ultimate authority is the City of Eureka Fire Department and office of the State Fire Marshall, who may modify these requirements without recourse. **THE EUREKA THEATER IS A NON-SMOKING FACILITY.** No tobacco, cannabis, cigarettes, cigars, pipes, etc., are allowed anywhere in the building, including green rooms and bathrooms. Anyone caught smoking in the theater will be asked to leave with no re-entry. **Applicant is required to announce to audience that the Eureka Theater is a non-smoking facility.** Standing, sitting or dancing is NOT allowed in the aisles or fire exit areas. This must be enforced by the applicant's security staff. **FAILURE TO FOLLOW THESE RULES WILL RESULT IN THE IMMEDIATE SUSPENSION OF THE SHOW (OR LOAD-IN) UNTIL THE CONDITIONS ARE CORRECTED. IF THEY ARE NOT CORRECTED, THE SHOW WILL BE CANCELLED WITHOUT REFUND TO THE APPLICANT.**
26. **DISRUPTIVE PEOPLE** – The ECFC reserves the right to eject, or cause to be ejected from the premises, any person or persons engaging in disruptive, belligerent or threatening conduct. ECFC reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated. ECFC shall not be held liable for any damages by the applicant through exercising this right.
27. **HOLDS, BOOKING, AND PAYMENT POLICY** – The ECFC accepts holds for event dates with the following conditions: Holds are non-binding, on a first call availability basis and held for an applicant for a specific event only. Challenges for a different event on the same date will be accepted, where the applicant who has the existing first hold will be given 48 hours to confirm or give up the hold. The challenger then becomes the first hold, subject to all terms of the booking policy. Holds are good for 15 days only. Holds over 15 days will be automatically released unless renewed by the applicant. A maximum of 6 dates may be held at a time by any one applicant.
28. **PAYMENT OF FACILITY RENT AND SECURITY DEPOSIT-** Cash or certified check for the deposit and rent must accompany the return of the signed rental contract and certificate of insurance **30 days prior to the event** unless other arrangements have been agreed upon in this contract. ECFC will **close out the contract** within ten (10) business days following the event and refund the security deposit less any amounts owed at that time. **Bounced deposit checks** will result in the immediate release of your date and a charge of \$50.00.
29. **TICKETS: --** The ECFC requires that a minimum of 150 tickets be available for sale and sold for your show at the Theater Box Office. The ECFC adds a \$1.00 facility restoration fee per ticket for the on-going restoration and maintenance of the Eureka Theater. The box office is located at 610 'F' Street, next to the Eureka Theater. Tickets must be available for sale a minimum of 2 weeks before the event.

- 30. HOUSE RESERVED SEATS** -- The ECFC reserves the right to a maximum of 10 admissions to each event held at Eureka Theatre. These admissions do not affect your capacity which is stated on your contract. These admissions are for use by Eureka Theatre with no restrictions.
- 31. DOOR & SHOW TIMES** -- Doors shall open *one hour* before contracted show time. The penalty for failure to open the doors or start the show on time for any reason shall be the forfeiture of the deposit. Schedule the event set-up with this in mind.
- 32. INTERMISSIONS** – For large concerts, the ECFC *requires* that your show take an intermission. Revenue from Theater concessions sales are used to offset the cost of operating the facility, and directly affect the rental rates charged to the end user. *A \$400.00 charge will be made for failure to take an intermission.*
- 33. CANCELLATION** – The ECFC retains the right to cancel this contract with written notice at any time for the following reasons: misrepresentation of the event, lack of insurance, bounced check, threats of violence or actual violence to any Eureka Theater volunteer or subcontractor by applicant's employees or subcontractors, threats of damage or actual damage to Eureka Theater by applicant's employees or subcontractors, damage or theft of Eureka Theater property by applicant's employees or subcontractors or failure to abide by the terms and conditions of this rental contract. Cancellation by ECFC for any of the above mentioned reasons will result in the loss of the entire rental amount. **The applicant may cancel the event at any time up to 2 weeks (14 days) before load in time with loss of deposit only. Cancellation of the event with less than 2 weeks (14 days) notice will cause applicant to be liable for the entire rental fee unless otherwise arranged and agreed to in writing.** Cancellation of the event, for any reason, entitles the ticket purchaser to a full refund, including service charges, payable at the place of ticket purchase within 48 hours of the date of cancellation.
- 34. HOLD HARMLESS** -- Applicant shall indemnify and hold harmless Eureka Concert & Film Center against any and all liabilities, suits, damages, actions and/or claims, including attorney's costs, arising out of the applicant's use of The Eureka Theater. This includes, but is not limited to damage to property or injury to any patron, event attendee, applicant, applicant's employees, applicant's volunteers, applicant's subcontractors, and/or applicant's agents. This also includes any contractual obligations, including but not limited to artist fees, film rental fees (unless agreed to by ECFC in writing), equipment rental, copyright holders and/or advertising firms.
- 35. LIABILITY** -- The ECFC is not liable for any damages, including consequential damages, for their failure to perform as stipulated in the agreement, including but not limited to, equipment failure due to circumstances beyond the control of the above organizations. In any event, any monies returned to the applicant shall be limited to the contacted rental amount.
- 36. INSURANCE** – Applicant is required to obtain and maintain a \$1,000,000.00 liability insurance policy for the date(s) of the event. Applicant must secure the policy as the ECFC does *not* provide insurance. The following must be named additionally insured with respect to the facility: **The Eureka Concert & Film Center, 612 'F' Street, Eureka, CA 95501.**

***** NO CERTIFICATE... NO SHOW... NO EXCEPTIONS... NO REFUND *****

- 37. REFERENCES** - Eureka Concert & Film Center reserves the right to require and process business references, act references and venue production references where applicant has produced similar events and to research past events in which the applicant, act and/or subcontractors have been involved.
- 38. IDENTIFICATION** - All staff and volunteers provided by the applicant and the Eureka Theater must have proper identification (name badges or t-shirts) visibly displayed at all times.

*****NO IDENTIFICATION...NO ENTRY*****

The undersigned declare that they will abide by all terms and conditions as stated in this rental agreement.

Wendy Petty, ECFC President

Date

Applicant

Date

Contracts can be mailed to: Eureka Theater 612 F Street, Eureka, CA 95501 or Emailed to: info@theeurekatheater.org

Questions regarding this contract may be emailed to info@theeurekatheater.org, or by calling 707-442-2970.

ECFC Facility Use Agreement Event Detail & Checklist

Theater rent: \$100.00 per hour, 4 hour minimum. Rental time *includes* set up, program, sound check and pack out. More time is available at \$100.00 per hour. Rent plus a \$1200.00 deposit is required with contract & certificate of insurance **30** days prior to event. No exceptions.

Please print clearly:

Applicant Name:
Address:
Phone number:
Email address:
Website:

Type of Event/Entertainment Information:
Requested date of event:

Number of venue hours needed:
(Please include load-in, set-up and pack-out)

Estimated Attendance:
Age Group:

Doors open time:
Show time(s):
Load in time/ Set-up time:
Ticket Price:
Ticket Outlets:
Total number of tickets available for sale:

CHECKLIST:

30 DAYS OUT:

Contract signed and mailed to ECFC.
Rent and deposit checks sent to ECFC.
Certificate of Insurance sent to ECFC.
Movie rental confirmation
Tickets ordered

14 DAYS OUT:

Posters for your event submitted to ECFC for website, Facebook & poster boxes
Reserved Seating Yes___ No___
Box office, Doorman, Ushers, tickets takers, cash box & change
Sound, stage and lighting requirements submitted to ECFC
Decorating Plan submitted to ECFC
Merchandising plan to ECFC
Equipment rental details to ECFC
Caterer information to ECFC
Security personnel information to ECFC
Tickets to ECFC Box Office
Sound and lighting equipment plan to ECFC

Date Submitted to ECFC:

Signature of Applicant: