MILLIKIN UNIVERSITY KIRKLAND FINE ARTS CENTER ALBERT TAYLOR THEATRE USER AGREEMENT

NOTE: Whenever used in this contract, the term Kirkland or KFAC shall refer to the Kirkland Fine Arts Center of Millikin University, Decatur, Illinois. The term Albert Taylor or AT shall refer to Albert Taylor Theatre of Millikin University, Decatur Illinois. The term Director shall refer to the Director of Kirkland Fine Arts Center and Albert Taylor Theatre or his or her authorized subordinate. The term User shall refer to the contracting organization.

Parties:

Millikin University Kirkland Fine Arts Center 1184 W. Main Street	Organization		
Decatur, Illinois 62522	Address		
Phone: (217) 424-6253	City	State	Zip
	Telephone		

1. AGREEMENT DATE: On this date _____, permission is hereby granted to ______User, by Millikin University, Decatur, Illinois, an Illinois not for profit corporation, to use and occupy Kirkland Fine Arts Center or Albert Taylor Theatre for the following and no other purpose: ______.

Date and time of event:

2. USE PERIOD: Use of Kirkland Fine Arts Center or Albert Taylor Theatre shall begin at ______a.m. on ______and shall end at ______p.m. on _____

 Load-in period shall begin at
 a.m. on

 Strike must be completed by
 p.m. on

Any of User's property not removed from the premises of Millikin by the end of the use period shall be deemed abandoned and may be removed and disposed of by Millikin as it deems fit. Millikin shall not be liable for any damages to or loss of such property.

*Please take special note of Paragraph 32: Additional Regulations

- 3. FEE: User agrees to pay Millikin University \$_____under the following rental rate schedule and Estimated Expense Checklist Summary attached hereto and made a part hereof.
 - [] Commercial charge: \$2,600.00 or 10% of gross/whichever is greater. Additional day rates of \$100.00 an hour if consecutive/contiguous to six (6) hour block of time.
 - [] Non-profit performance rate/admission charge: \$1,725 or 10% of gross ticket sales, whichever is greater. Additional day rates of \$100.00 an hour if consecutive/contiguous to six (6) hour block of time.
 - [] Rehearsal rate: \$150/hr. 4-hour rehearsal minimum. \$300.00 hour if time not previously scheduled.

<u>Performance</u> is defined as any contractually stipulated block of time in any given 24-hour period when Kirkland Fine Arts Center or Albert Taylor Theatre is used for an event attended by persons other than performers.

<u>Rehearsal</u> is defined as a contractually stipulated block of time in any given 24-hour period when Kirkland Fine Arts Center or Albert Taylor Theatre is used for a purpose not defined as a <u>Performance</u>. The presence of more than 25 persons in the audience shall convert a <u>Rehearsal</u> to a <u>Performance</u> and the User shall thereupon pay the <u>Performance</u> rate.

<u>Appointment</u> with the Kirkland Fine Arts Center staff: One hour free. Second hour if needed, free if by appointment. If Client drops-in, will be charged \$25.00 an hour, with increments of half an hour.

<u>Ticket Office</u>: All out of pocket expenses will be charged to user such as ticket stock, mailings, credit card fees. User will be charged \$20.00 an hour to be open other than regular hours. Regular hours are 12 pm - 4:30 pm T-F during the normal University operations.

- 4. DEPOSIT: User agrees to pay this fee as a security deposit with the return of this signed contract, which will be applied toward use and charges specified in final billing and is non-refundable. The fee is \$750 for the first day and \$400 for each additional day.
- 5. DAMAGES: User shall be responsible for payment or replacement of any and all damages to the building, furnishings, fixtures, or equipment whether caused by the User or his patrons; normal wear and tear excluded. Lost, stolen or damages to the premises shall be at the expense of the User and may be taken out of the settlement.
- 6. PAYMENTS AND SETTLEMENT: User agrees to pay Millikin University all user fees and estimated costs in full no later than 21 days prior to the event. Within 30 days after completion of the event, Millikin will submit a complete statement of costs to User along with a check for any refundable amounts, if any, or, where appropriate, invoice User for any charges incurred by User in excess of deposits and payments. <u>All invoices are due upon receipt.</u> User also agrees to pay attorneys fees, collection agency fees, and other costs and expenses incurred by Millikin in collecting past due amounts.
- 7. RETURN OF CONTRACT: Dates requested by User are not considered firm until the Director of the Kirkland Fine Arts Center approves the event and the User returns the signed contract accompanied by the deposit. Contract and deposit must be returned with 21 days from the agreement date contract is written (see date, paragraph 1). Failure to comply means the User automatically cancels arrangements made for use of Kirkland Fine Arts Center. Simultaneously with the execution of this agreement, User will file at the office of Kirkland a copy of a valid contract naming the performers (and their agents) who will present a performance for the use period.
- 8. CANCELLATION BY USER: Should the User cancel the event covered by this contract, no refund of deposit shall be made, and User agrees to pay in addition to the deposit all expenses incurred by Millikin University in connection with the event covered by this agreement and to indemnify Millikin and hold it harmless from any liability, costs, expenses, or attorneys' fees incurred by Millikin in the event of any lawsuits or claims which may be filled by reason of cancellation.

- 9. ACTS OF GOD AND OTHER EVENTS BEYOND MILLIKIN'S CONTROL: Should Kirkland, Albert Taylor or any part thereof be damaged or destroyed by fire or natural elements, or if any other casualty or unforeseen occurrence, national or local emergency, interruption of utilities service or labor dispute renders unfit for occupancy, or otherwise renders the performance of this Agreement by Millikin impossible, then this Agreement shall be terminated and User's deposit refunded, and Millikin shall not be held liable or responsible to User for any damage, direct or indirect, consequential, incidental, or otherwise, resulting therefrom.
- 10. FAILURE TO PERFORM: In the event User fails to perform after the event has been advertised an amount equal to the base charge plus all costs incurred shall be paid to Millikin, and User's deposit shall be retained in full and applied toward payment of charges and costs. In addition, User will ensure that an announcement is made promptly that the performance will not begin as scheduled or has been cancelled. If User's failure to perform is caused by casualty or unforeseen occurrence, national or local emergency, acts of war or rebellion, natural disasters, or any similar cause beyond the control of User, User shall be liable only to reimburse Millikin its actual costs and expenditures for the event.
- 11. DELAY BY USER: In the event a performance is late or delayed by User and refund requests are made for that reason such requests will be honored, but Millikin will accrue and be paid its full percentage of total sales, including those refunded, and other charges as specified in this agreement as though no refunds had been made.
- 12. LIABILITY AND INDEMNIFICATION: User further agrees, to the extent provided by law, to indemnify and save harmless Millikin from any and all liabilities, losses, damages and costs or expenses of whatever kind or nature, including attorney fees, for injuries to persons or damage to property of Millikin or its personnel, third persons or User and its personnel third persons or User and its personnel which Millikin may sustain or incur by reason of the use by the User of the premises, facilities or equipment encompassed within the terms of this agreement. User further agrees to insure its own personnel and equipment and to provide coverage for Millikin's personnel and equipment. Millikin will require proof of liability insurance, as hereinafter specified, on the part of User to cover possible loss, damages or claims that may result from theft, fire, vandalism, or other acts which occur during the period of rental from Millikin. To the extent provided by law, Millikin is not responsible or liable for accidents, injuries or property loss which may occur during an event scheduled by User.
- 13. DEFAULT: In event User breaches or defaults in the performance of any of the terms and conditions of this agreement Millikin shall have the right to exercise any of the following remedies in addition to any of the remedies set forth elsewhere in this agreement and in addition to any remedies it may have at law or in equity: (1) to terminate the agreement; (2) to forfeit User's deposit; (3) to seize any of User's property on the premises of Millikin as security for payment by User of all charges and damages owed by User and to sell the same if payment is not made by User within a reasonable time; (4) to sue for losses or damage incurred in excess of the amount of charges specified in the agreement as a result of the breach or default; (5) to be reimbursed for all costs, expenses and attorneys fees incurred as a result of or required to recover damages for the breach or default or to enforce the terms of this agreement.

- 14. INSURANCE REQUIREMENTS: a) User shall obtain at its expense and keep in force during the term of this agreement, comprehensive general liability, and property damage insurance in an amount of not less than \$1,000,000.00 single limit for bodily injury, death, and property damage to any one person and subject to the same limitations for any one The comprehensive general liability policy shall include coverages for occurrence. premises and operations, a blanket contractual liability coverage which includes indemnification agreement contained in the preceding paragraph, broad form property damage, independent contractors, and personal injury liability coverage. The policy issued for the afore described coverage shall name Millikin as additional insured. Such insurance shall not be cancelled prior to termination of this agreement. b) User shall obtain at its expense insurance required by the Worker's Compensation Act of the State of Illinois, and employer's liability insurance. Any person, firm, or corporation, who is authorized, permitted, or allowed by User to perform work on or about Kirkland shall be required by User to have such insurance as is required under the Worker's Compensation Act of the State of Illinois.
- 15. CERTIFICATES OF INSURANCE: On date of signed and returned contract, User shall file with Millikin a Certificate of Insurance, in a form acceptable to Millikin, signed by an authorized agent for the insurance company or companies writing the insurance described in the Certificate showing complete coverage of all insurance required in this agreement. Such Certificate shall confer a right upon Millikin to rely upon the information contained therein as correct, true, and accurate. The Certificate shall certify to the following: name and address of party insured; name and address of authorized agent executing such Certificate; the description of the type of insurance, and the coverages afforded thereunder, the insurance policy numbers; the limits of liability of such policies and the date of expiration of such policies. Further, the insurance companies shall certify that said policies shall not be modified, cancelled, or terminated until after the date of the scheduled event. The Certificate shall specifically state that (1) the insurance certified therein contains contractual liability coverage for the indemnity agreement contained in the agreement and (2) Millikin named as additional insured on the comprehensive general liability and property damage insurance described above. Millikin reserves the right at any time to require copies of the entire policy or policies. Failure to provide satisfactory Certificate showing the required insurance shall be cause for Millikin to terminate this agreement and any deposit made by User shall be forfeited.
- 16. PERFORMANCE LICENSE: The securing and payment of performance rights and copyright license fee(s) are the responsibility of the User. User agrees to defend, indemnify, and to hold harmless Millikin University against all claims, demands, costs, expenses, and attorneys' fees that Millikin may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in connection with the permissions granted herein.
- 17. TICKETS AND TICKET OFFICE: User will utilize the AudienceView ticketing system at Kirkland Fine Arts Center Ticket Office. Ticketing costs will include ticket printing charges plus a ticket office usage percentage.
 - (a) Ticket Prices: User agrees to advertise all tickets at the prices as agreed, and any deviations must be approved in writing by Millikin. Ticket prices will be:

Children/Students:	

Gross potential shall be: ______4

- (b) <u>Complimentary Tickets</u>: User agrees to make 12 complimentary tickets available to Millikin for each performance for use determined by the Director.
- (c) <u>Orders</u>: Tickets sold at the Kirkland Fine Arts Center Ticket Office can be paid for by cash, check, or credit card (American Express, MasterCard, Visa, and Discover only). All sales are final with no refunds.
- (d) <u>Customer Checks</u>: Millikin will exert every caution against bad checks from customers, and will cooperate with User to collect any received, but ultimate responsibility for loss including expense of collection is that of User.
- (e) <u>Special Conditions</u>: Any special conditions or discounts concerning tickets or seating that User wishes the Ticket Office to implement <u>must</u> be written clearly and approved by the Director 30 days <u>before</u> the event is advertised or implemented.
- (f) <u>Selling Tickets Fee</u>: A charge of 15% of the tickets processed by Kirkland Fine Arts Center will be made to offset fees and charges of the AudienceView ticketing system.

Control of the Ticket Office receipts shall remain exclusively with the Director of Kirkland Fine Arts Center who will deposit all funds through the Millikin University Business Office. All tickets sold at Kirkland Fine Arts Center Ticket Office must be dispensed by authorized Kirkland Ticket Office personnel. Ticket sales will be made known, upon request, to the User or user's representative only. Access to the Ticket Office is by permission of Director only. This supersedes any contractual arrangements with artists or their representatives. The user may request a <u>preliminary</u> Ticket Office report. This report will be given to the User at show's end.

- 18. FRONT OF HOUSE: Only the Director and the Patron Relations Manager of Kirkland Fine Arts Center have the authority to determine the number of ushers and ticket takers required for the event, based on the expected attendance. If User agrees to supply the ushers and at the performance fails to provide the required number, Millikin may hire the ushers needed. The User will be responsible for all fees and charges under this agreement.
- 19. MERCHANDISE SALES: It is the policy of Kirkland Fine Arts Center to permit the sale of souvenir programs, records, books, or any related merchandise commonly sold or dispensed in the lobby. The location of the tables for merchandise sales will be in the main lobby next to the center gates of Perkinson Gallery. If such items are sold, User will pay a commission to Millikin of 20% of gross sales if User provides sellers or 30% if Millikin provides sellers, as a commission payable at the end of the event. A beginning and ending inventory will be conducted by a representative of the Director. It is the sole responsibility of the User to pay any and all sales taxes. Sales of souvenir programs, art catalogs, recordings, books, and other items are limited to the lobby and cannot be sold in the theatre or outside of the building. Millikin University, through the Director of Kirkland Fine Arts Center, reserves the right to prohibit distribution or sale of any material it deems inappropriate.

- 20. ADVERTISING: User shall not advertise any performance or the appearance of any performer prior to the signing of this contract, or until contracts between all parties involved have been properly executed and exhibited to the Director prior to the signing of this contract. It is understood that Millikin is not responsible for any costs of advertising or promotional materials.
- 21. DONATIONS: No solicitation or collections of donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of the Director.
- 22. EMERGENCY CALLS: Patrons expecting emergency calls may leave their seat locations at the Ticket Office. Individuals will not be paged during performances. Millikin Security may be reached 24 hours a day at (217)424-6388.
- 23. PUBLIC SAFETY AND INDEMNITY: User agrees to conduct its activities upon the premises so as not to endanger any person thereon and to indemnify, defend and hold harmless Millikin, its successors and assigns, from any and all demands, claims, suits, actions, costs, expenses, including interest and attorneys fees, or liabilities resulting from injuries or death to any persons or damages to property or loss by Millikin or its personnel, the User and its personnel, or any persons, howsoever caused, occurring as a result of the permissions herein granted for use of the premises, facilities or equipment encompassed with the terms of this agreement.

For safety reasons, guests of performers will not be admitted backstage before, during or after the program except by prior arrangement with the Director and the Technical Director.

ANY UNUSUAL STAGING EFFECTS SUCH AS THE USE OF LIVE FIRE OR PYROTECHNICS, WATER DEMONSTRATIONS, ETC., MUST BE APPROVED BY THE DIRECTOR OF THE KIRKLAND FINE ARTS CENTER <u>IN WRITING</u> PRIOR TO ITS USE ON STAGE.

24. CONTROL OF BUILDING: Kirkland Fine Arts Center and Albert Taylor Theatre shall be at all times under the control of the Director and his or her authorized subordinates; namely, for the backstage area, the Production Manager and for the front of the house, the Patron Relations Manager. The right is reserved at all times for any and all employees of Millikin designated by Millikin to enter the premises. It is the policy that the house is not opened to patrons, nor does an event begin, without the approval of the Kirkland Fine Arts Center

Production Manager and the Patron Relations Manager. Normally, this is 30 minutes prior to curtain time. The User's acceptance of this contract will be evidence of User's willingness to subscribe to these rules. Lobby displays may be allowed only if their size and placement are first cleared with the Director. Set-up and placement of lobby displays are subject to the dictates of the Director.

25. OPERATING HOURS: Kirkland Fine Arts Center and Shilling Hall are open Monday through Friday from 8 a.m. to 4:30 p.m. during normal University operations. The Ticket Office hours are Tuesday through Friday 12 p.m. to 4:30 p.m. during normal University operations. The Ticket Office will open three hours prior to a ticketed event and two hours prior to a non-ticketed event.

- 26. SEATING CAPACITY: Audiences will not be permitted inside Kirkland Fine Arts Center or Albert Taylor Theatre in excess of the established seating capacity. No additional chairs may be placed in the hall, hallways, or any other portion of the theater. No standing room may be utilized, and no one is permitted to sit on any steps leading to, or a part of the balcony. The Campus Security Officer may be present to see that these rules are carried out. This officer has the undisputed authority to hold up the start of any performance, or, if needed, to stop it at any time if any infraction of the rules occurs.
- 27. TECHNICAL REQUIREMENTS: The Kirkland and Albert Taylor scheduling form shall include all technical requirements, plans, ideas, and program content pertaining to the event. All equipment brought in by the User will be inspected by the Kirkland Fine Arts Center Production Manager for possible safely violations, and the Production Manager will have the final approval and authority for the use of such equipment. Without consent of the Production Manager, no stage equipment is to be moved or taken down, no electrical connections for light or sound are to be changed, no appliances installed, no construction building of sets is to take place on stage, and nothing anchored to, and no holes drilled into the stage floor. Without consent of the Production Manager, no the production Manager, no the production Manager, no the stage floor. Without consent of the Production Manager, no the stage floor. Without consent of the Production Manager, no the stage floor. Without consent of the Production Manager, no the stage floor. Without consent of the Production Manager, no the stage floor. Without consent of the Production Manager, nothing is to be nailed, taped, glued, pinned, or attached in any way to any piano, curtain, floor, wall, orchestra shell, or ceiling.

When this agreement is signed; a conference with the Kirkland Fine Arts Center staff shall be scheduled no later than 21 days prior to the event for the purpose of reaching an agreement regarding what equipment and services will be provided by Millikin for User's event. Request for additional equipment or services that User makes <u>after</u> the conference will be handled on an "if possible" basis with <u>absolutely no guarantee of their delivery</u>.

ALL of User's own equipment must be cleared from Kirkland Fine Arts Center or Albert Taylor Theatre immediately following the final performance. Exceptions must be requested before the stage is set up and are rarely granted.

- 28. SERVICES PROVIDED: Millikin will provide as part of the basic rental package: heating/cooling, house lighting, a lighting stage wash, house sound system, and available dressing rooms. Estimates of probable expenses related to the event, including labor and equipment, are the responsibility of the User and will be paid for by User in accordance with the terms of paragraph 5 above. Estimates of probable expenses related to the event are detailed on the Checklist attached hereto and made a part hereof; all rates are subject to change. Prior to incurring any special or unusual expense of a substantial nature, the User will confer with the Director. **NOTE: Millikin is not responsible to provide artistic conception, direction, or professional light and sound design. Millikin reserves the right to refuse any event that cannot provide a qualified artistic director.**
- 29. RECORDING: User agrees that no recording device, either visual or audio of any kind, will be allowed during the event covered by this contract without prior written approval from the Director. Millikin has the right to require payment for said privilege. All recordings will be done through the Kirkland or Albert Taylor systems and by Millikin personnel. Arrangements for recording must be made in advance.
- 30. REHEARSAL: Access to the facility for purposes of set-up and rehearsal is limited to dates and times listed in paragraph number 2 of this agreement. Preliminary rehearsal and performance requirements must be arranged through the Director via the Kirkland or

Albert Taylor scheduling form which is to be returned to Kirkland 21 days prior to the event. Failing such notification, it is agreed that Millikin shall not be held in any way responsible for delays or difficulties that may arise because of inability to make the performance space available or to provide personnel. At rehearsal and before, during, and after performances, User is responsible for supervising the use of dressing rooms and green room and agree to help enforce Millikin University's policies prohibiting the use of alcohol, drugs, and smoking. Dressing rooms will NOT be locked during or between performances. User is responsible for the property of its performers, crew, and others during the period of rental use.

31. Millikin retains management control of the building and enforcement of STAFFING: university policies. Only Millikin approved personnel will be allowed to operate stage equipment, elevators, orchestra pit, sound and lighting systems, the organ, and Ticket Office facilities. The Kirkland Fine Arts Center Production Manager and the Patron Relations Manager shall have the exclusive right to secure all necessary staffing and the User shall pay at the rates on the Expense Checklist including, but not limited to, stage managers, truck loaders, wardrobe workers, and security. Kirkland Fine Arts Center Staff retains the right to determine the appropriate number of Security and Staff personnel necessary to properly serve and protect the public. These costs shall be considered reimbursable to Millikin by User. Such performance personnel normally involve students employed by Millikin, but in the event that students are unavailable, the Production Manager retains the full right to call in outside experienced help to meet stagehand requirements.

<u>No volunteer personnel shall be used.</u> An additional charge will be assessed upon completion of the program for any labor in connection with any rehearsal or excess performance time beyond that provided for in the original agreement. Under no circumstances shall Millikin be held liable for payments of any wages, fees, or other payments whatsoever to personnel on the User's Artist's payroll or traveling with the Artist. If small children are involved in the production, User <u>must</u> supply constant adult supervision.

32. ADDITIONAL REGULATIONS: Millikin reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of Millikin University, Kirkland Fine Arts Center and Albert Taylor Theatre, and such regulations shall be binding upon the User. All Users shall comply with the laws of the United States and the State of Illinois and with all ordinances, rules, and regulations of Millikin University. Millikin continues to be aligned and consistent with local orders and ordinances of the City of Decatur and Macon County, as well as recommendations from Restore Illinois, the Centers for Disease Control and Prevention (CDC), Illinois Department of Public Health, Macon County Health Department (MCHD) and Millikin's Advisory Taskforce. Violations by the User will be deemed a breach of and grounds for cancellation of this contract. Please note that local fire code regulations as interpreted by the Millikin University Office of Safety and Security limit the number of persons allowed on the Kirkland Fine Arts Center stage to 302 and the Albert Taylor stage to 102. This is based upon the total square footage of the stage deck. This regulation must be observed at all times to ensure the safety and security of all users. Limited capacity for the performance of 1,903 occupants in the Kirkland auditorium seating and 269 occupants in the Albert Taylor Theatre seating that consist of patrons, campers, councilors, and staff.

- 33. USE OF ALCOHOL OR DRUGS AND SMOKING: Neither alcohol nor drugs are permitted on Millikin University campus or at Kirkland Fine Arts Center and Albert Taylor Theatre. The Kirkland Fine Arts Center and Albert Taylor Theatre is a designated no smoking building.
- 34. BEHAVIOR: If, in the sole judgement of the Kirkland Fine Arts Center Production Manager, the behavior of any person or persons connected with User is such that the safety or effectiveness of the performance is impeded, the Production Manager shall order the immediate cessation of the performance or rehearsal and a clearing of the building.
- 35. ANIMALS: No animals are permitted in Kirkland Fine Arts Center except those required to assist a disabled person. Use of trained animals on stage will be allowed only after written, advance permission is secured by the Director.
- 36. GOVERNING LAW: This contract constitutes the entire understanding of the parties, cannot be changed orally, and shall be construed, governed, and interpreted pursuant to the laws of the State of Illinois. This contract may not be assigned by User but shall be binding on User and User's personal representatives and successors.
- 37. CATERING: Aramark Food Services has the exclusive right to cater all meal functions, receptions, and/or backstage hospitality. User must arrange for catering directly with Dining Services at 217/424-6323 and the Director. Set-up requirements associated with such requests must be given to Kirkland Fine Arts Center at least 21 days prior to the event.
- 38. ACCESSIBILITY: The Kirkland Fine Arts Center and Albert Taylor Theatre are physically in compliance with the American Disabilities Act (ADA). User shall also comply with the Act by providing for accommodating disabled individuals in seating arrangements, ticket printing, and layout considerations. User is additionally responsible for providing interpreters for hearing and sight disabled. All costs for the above accommodations required by the ADA, or any other accommodations required by disabled or handicapped individuals, are entirely the responsibility of the User. The Kirkland Fine Arts Center staff will provide information regarding the ADA upon request.

AGREED AND SIGNED BY ALL PARTIES:

Organization

Authorized Signature

Title

Date

Telephone

Email Address

Bryan Diver, Director Kirkland Fine Arts Center Albert Taylor Theatre Millikin University Date Phone (217) 424-3925 bdiver@millikin.edu

ADDENDUM

MILLIKIN UNIVERSITY KIRKLAND FINE ARTS CENTER ALBERT TAYLOR THEATRE

ESTIMATED RENTAL EXPENSE CHECK LIST SUMMARY

EVENT_____ DATE and TIME:_____

SECTION I - MILLIKIN DEPARTMENTAL EXPENSES

The following personnel MAY BE REQUIRED for this presentation. They may be REQUESTED by the PRESENTER or REQUIRED by KIRKLAND FINE ARTS CENTER or ALBERT TAYLOR THEATRE as DETERMINED BY THE NATURE OF THE EVENT. Under the terms of this contract personnel ARE REQUIRED for the use of the building and will be billed at the costs listed below:

A. <u>HOUSEKEEPING</u>

Number____x \$___/hr. x___hrs. =\$_____ Housekeepers' regular time

Number____x \$___/hr. x___hrs. =\$____ Housekeepers over time

Other _____x \$____/hr. x____hrs. =\$_____

TOTAL SECTION A - HOUSEKEEPING EXPENSES \$_____

B. <u>SECURITY/PARKING</u>

Number____x \$___/hr. x____hrs. =\$_____ Campus Security regular time

Number____x \$___/hr. x____hrs. =\$_____ Campus Security over time

Number____x \$___/hr. x___hrs. =\$_____ Auxiliary Personnel

TOTAL SECTION B - SECURITY EXPENSES \$_____

TOTAL SECTION I - MILLIKIN DEPARTMENTAL ESTIMATED EXPENSES \$_____

SECTION II. FRONT-OF-HOUSE EXPENSES

Α.	TICKET OFFICE Ticket Printing \$
	Numberx \$/hr. xhrs. =\$ Ticket Office Personnel (Day of Performance)
	5% of tickets sold by Ticket Office \$
	TOTAL SECTION A - TICKET OFFICE EXPENSES \$
В.	FRONT-OF-HOUSE PERSONNEL
	Numberx \$/hr. xhrs. =\$ Ushers (User may provide volunteer upon request)
	Numberx \$/hr. xhrs. =\$ Ticket Takers (User may provide volunteer upon request)
	Numberx \$/hr. xhrs. =\$ House Manager
	Numberx \$/hr. xhrs. =\$ Other personnel needed.
	Marketing and Patron Relations Manager Hours Total Hours
	TOTAL SECTION B - PERSONNEL EXPENSES \$ See page 18
C.	MERCHANDISE SALES
	20% house commission of gross sales\$ Without Kirkland seller
	30% house commission of gross sales\$ With Kirkland seller
	TOTAL SECTION C - MERCHANDISE SALES EXPENSES \$
TOTAL	SECTION II - FRONT-OF-HOUSE ESTIMATED EXPENSES \$

SECTION III - PRODUCTION EXPENSES

A. <u>STAGE CREW PERSONNEL</u>: Non-union Student Crews, when available.

Numberx \$/hr. xhrs. =\$	Light Hang
Numberx \$/hr. xhrs. =\$	Focus
Numberx \$/hr. xhrs. =\$	Set-up
Numberx \$/hr. xhrs. =\$	Load-in
Numberx \$/hr. xhrs. =\$	Rehearsal I
Numberx \$/hr. xhrs. =\$	Rehearsal II
Numberx \$/hr. xhrs. =\$	Rehearsal III
Numberx \$/hr. xhrs. =\$	Rehearsal IV
Numberx \$/hr. xhrs. =\$	Running Crew
Numberx \$/hr. xhrs. =\$	Strike/Load-out
CREW TOTAL	\$
Stage Manager	
Numberx \$/hr. xhrs. =\$	Set-up/Load-in
Numberx \$/hr. xhrs. =\$	Rehearsal I
Numberx \$/hr. xhrs. =\$	Rehearsal II
Numberx \$/hr. xhrs. =\$	Rehearsal III
Numberx \$/hr. xhrs. =\$	Rehearsal IV
Numberx \$/hr. xhrs. =\$	Show
Numberx \$/hr. xhrs. =\$	Strike/Load-out
STAGE MANAGER TOTAL	\$

Production Manager Hours		Total Hours	
Lighting and Sound Supervisor Ho	ours	Total Hours -	
Professional Services arranged by Certified electricians, sound compa			
Other	\$		
Other	\$		
TOTAL SECTION A - STAGE CREW	PERSONN	EL EXPENSES	\$ <u>See page 18</u>

The above rates apply to student crews when available for non-union shows only. Labor estimates for union shows shall be quoted separately.

SECTION III - PRODUCTION EXPENSES, continued

В.	EQUIPMENT RENTAL CHARGES Number ofx \$100/150/200 Steinway, Austin organ (plus tuning-see Sec.	/60 =\$ IV)
	Yamaha Drum Set - \$200.00	=\$
	Fender Guitar Amp - \$100.00	=\$
	SWR Bass Amp - \$100.00	=\$
	Orchestra shell - \$500.00	=\$
	Choral Shell - \$50.00	=\$
	Conductor Podium - \$50.00	=\$
	Number x \$ 1.50 each Orchestra chairs	=\$
	Number x \$ 1.00 each Folding chairs, music stands	=\$
	Number x \$1.00 each Stools	=\$
	Number x \$1.00 each Music Stands	=\$
	Number x \$3.00 each Music stand lights	=\$
	Marley Dance Floor for \$150.00	=\$
	Cyclorama, scrim for \$30.00 each	=\$
	White Scrim - \$30.00	=\$
	Black Scrim - \$30.00	=\$
	Regular Lectern - \$15.00	=\$
	Number of risers for \$10.00 each Choral, platform	=\$
	Clear-Com for \$5.00 x hrs. Wired	=\$
	Clear-Com for \$15.00 xhrs. Wireless	=\$
	Sound system for \$15.00 x hrs. 15	=\$

Number_____ x \$15.00 each

Audio cassette tape, CD player, DAT, Mini Disk Player, microphones, monitors, gaffers' tape per roll, glow tape per roll, color spike tape per roll,

Wireless Handheld Mic - \$25.00	=\$
Wireless Body Pack - \$25.00	=\$
Follow spotlight for \$45.00 each	=\$
Number x \$1.00 each Iris/Gobo	=\$
Number x \$5.00 per instrument Stage Lighting	=\$
Number of Gels x \$1.50 per cut	=\$
Projector - \$100.00	=\$
Projection Screen - \$50.00	=\$
Quick Change Booth - \$45.00	=\$

TOTAL SECTION B - EQUIPMENT EXPENSES

\$ See Page 18

TOTAL SECTION III (A & B) - PRODUCTION ESTIMATED EXPENSES \$

SECTION IV - OUTSIDE SERVICES

Piano tuning	\$
Piano moving or rental (when required)	\$
Hearing Impaired Interpreter	\$
Catering	\$
Numberx \$/hr. xhrs. Limousine rental Limousine company's name	=\$
Numberx \$/hr. xhrs. =\$ Van rental/use, for # passengers Van company's name	
TOTAL SECTION IV - OUTSIDE SERVICES ESTIMATED EXP	ENSES \$
SECTION V - RENTAL CHARGES - see paragraph #3	
Commercial rental fee \$2,600.00	=\$
Not-for-profit rental fee \$1,725.00	=\$
Performance rate/no admission charge \$1,250.00	=\$
Rehearsalhrs. \$150.00/hour	=\$
Unscheduled Rehearsalhrs. \$300.00/hour	=\$
TOTAL SECTION V - RENTAL CHARGES ESTIMATED EXPEN	ISES \$ <u>See page 18</u>

ITEM	ACTUAL COST	WAIVED COST	AMOUNT DUE
Rental Fee of \$			
Technical Labor			
Front of House Labor			
Equipment			
Total			

Payment of expenses \$ 0.00 to be paid by (date) <u>Re</u>fer to paragraph #6 for final payment information.

Estimated amount paid \$_____ on (date)_____ Check number_____

Deposit amount paid \$_____ on (date)_____ with returned contracts. Check number

I acknowledge the above cost estimates for the presentation being contracted. Refer to paragraph #5 for final payment information.

Authorized Signature

Title

Representing

Address

City/State

Date

Telephone

<u>()</u>

Zip

FAX

MILLIKIN UNIVERSITY KIRKLAND FINE ARTS CENTER ALBERT TAYLOR THEATRE **TECHNICAL RENTAL RATES**

Effective July 1, 2024

The basic rental fee for Kirkland Fine Arts Center and Albert Taylor Theatre includes the theatre, lobby areas, public restrooms, and dressing rooms as required unless otherwise noted. Not all equipment list is available in Albert Taylor Theatre.

Piano: Steinway II	\$100.00 + tuning fee
Austin Organ	\$150.00
Orchestra Shell	\$500.00
Conductor's Podium	\$50.00
Orchestra Chairs	\$1.50 per chair
Folding Chairs/ Stools	\$1.00 per chair
Music Stands	\$1.00 per stand
Music Stand lights	\$3.00 each
Marley Dance Floor	\$150.00
Cyclorama	\$30.00
Scrim	\$30.00
Lectern	\$15.00
Dress Lectern	\$15.00
Choral Risers	\$10.00 per section
Risers	\$10.00 per riser
Clear-Com	\$5.00 per hour – wired
	\$15.00 per hour - wireless
Projector	\$1,200.00
Sound System	\$15.00 per hour
Monitor	\$15.00 each
Microphone	\$15-25.00 each
Follow Spotlight	\$45.00 per 1 spot
Stage Lighting	Lighting Instrument expense figured by:15 lights for \$5.00 per hour
Gels	\$1.50 per cut
LED Lights	\$200.00 per instrument
Moving Lights	\$150.00 per instrument
Other supplies:	
Gaffer's tape/glow tape	\$15.00 per roll
Color spike tape	\$10.00 per roll