



WELCOME  
to the  
King Fine Arts Center  
2022-2023

The King Fine Arts Center (KFAC) was created to serve the lifelong learning needs of its community. The Cassia Joint School District (CJSD) Board of Trustees encourages use of the facility as a community center to promote educational, recreational, cultural and civic activities. If your event falls under this purview, the Director of the KFAC and/or his Administrative Assistant are pleased to review your application for use of our facility under the following guidelines.

**Areas Available for Rental/Use**

The KFAC has the following areas available for use under the specific guidelines and conditions outlined below.<sup>1</sup> All persons/organizations regardless of affiliation are required to have a signed contract on file with the KFAC to secure use of the facilities. If you do not have a signed contract, your event is not blocked/date protected on our calendar.

**Concert Hall** (Includes Green Room and Dressing Rooms) as well as the Foyer for performances.

**Foyer** – available only when the Concert Hall is not in use for a performance

**Little Theater** – includes access to hallway bathrooms during performances

**Music Suite** – is not part of the rental spaces anymore. The BHS Band and Choirs house in this area, and there is too much equipment that is tempting to play on and use. There has been some damage over the years.

**Conference Room** – now is available only if requested on a contract. The space has become too busy to not have a contract to schedule its usage. There is no charge for this space currently other than the costs to clean up after your event. Light snacks are allowed in this space. Do understand that a lot of equipment is stored in here as a staging area for other events and may be in the space.

When considering the use of the KFAC wing, please keep the following under consideration:

- The KFAC is a wing of Burley High School. Use of the wing is only available when the planned activities do not interrupt the BHS school day. (See the Director or AA for more information.)
- No food or drink is allowed in any of the rental areas.<sup>2</sup> Some refreshments may be allowed in the Green Room with advance permission and all trash must be cleared from the area at the close of the performance. The high school cafeteria may be used for food and drink as well as concession sales if the cafeteria is available and if it is rented under a separate agreement with the high school athletic department head. Food/drink from such concession sales may not be brought into the KFAC wing from the cafeteria or brought outside of the Green Room. Additional cleaning fees will apply where these guidelines have not been followed. Also, costs related to any damage created by food and drink will be applied to the final bill.
- Parking for events in the KFAC wing may become an issue when other events are scheduled at the same times as your event. Also, parking for events taking place during school times is only available on the western side of the wing and will still be in competition with BHS students and

<sup>1</sup> Use of the facilities by CJSD organizations is typically without cost for use of the space but certain costs related to labor may be incurred. Costs related to use of the facilities are better outlined in the Rental Contract and supportive documents.

<sup>2</sup> Food may be used as props on both the Concert Hall and Little Theater stages. Use of colored water to represent drinks is preferred.

faculty who regularly park there. Parking designated for the handicapped is always and only available to those with appropriate handicap vehicles. Parking is never allowed on the grass or sidewalks, although there is some allowance for temporary parking at the back stage door for the loading and unloading of materials related to your event.

- If the KFAC wing does not provide enough rooms/space for your event(s), it may be possible to rent other areas of the high school, but under no circumstances is use of any space beyond that which has been rented under contract available to any group at any time without a prior rental agreement.
- Use of any items which have not been agreed upon within the KFAC use contract will be deemed a breach of contract and may result in any/all of the following:
  - Additional fees may be assessed
  - Penalty fees may be assessed
  - KFAC administration may refuse further use of the facility by offending groups.
- The KFAC is no longer open to the general public during the school week until 30 minutes after the final school bell ringing. We have had issues with too many people in our facility before the rental period starts or before the school can be vacated of students. Also the parking situation is dangerous for about 15 minutes after the school releases for the end of the day. This is a mandate from our administration, please make arrangements accordingly. If a small work crew needs access to the space early, that may be arranged with the Administrative Assistant. We are a school first and foremost. Additional rental costs may be incurred.

### Scheduling

The use of the KFAC by certain community groups is granted in the following priority:

- Repeat annual users, especially those with multiple performance dates and those who use all of the services of the KFAC, are typically granted the right to hold their traditional dates ahead of all other users. This rule only applies when the repeat users are continuing to plan their events on the same basic dates as they have traditionally used and for the same amount of days/times as they traditionally use. Any changes from their traditional calendars will not necessarily be given priority over other users. Traditional dates, for which a completed contract<sup>3</sup> has not been received by Aug. 31, will be released for potential rental by other users.
- School District requests have from May 1 to July 1 of any year to pencil in a date/time/activity with the AA and said date will be held until July 1, and a contract for use has been completed. If a contract has not been completed prior to July 1, penciled dates will be opened for availability by other users. School District personnel may complete a contract at any time for any available date on the KFAC calendar. Priority is the only thing that is lost to District personnel after July 1.
- Local Promoters and/or Non-Profit Groups are given first priority for dates on July 1. Starting July 1, these organizers may pencil in dates on the KFAC calendar and those dates will be held for 15 days during which time the local promoter/group must complete the contract and get it to the AA or these dates will be released and made available for other users. **If a contract and deposit is not supplied within the stated dates and times the date will be released.**
- Out of town promoters/renters may also request dates on July 1 (or any time after July 1). These dates will be penciled in immediately if there are no conflicts with other priority users.

If a conflict for a requested date exists, the request(s) will be held in the order they are received and if a completed contract does not result within the allotted **15 days** for contract completion, then the next person in line will be notified and served with a contract and a new 15-day window will begin.

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<sup>3</sup> A completed contract includes the appropriate deposits, proof of insurance, etc.

Contracts are not considered complete until they have been signed and turned in to the AA with the required deposit. **A signed contract with no deposit is not complete.**

Deposits are required in the amount relative to use of the Little Theatre, Concert Hall, or both, taking also into account the renting party's commercial or tax-exempt status as listed below.

	Concert Hall	Little Theatre
Commercial	\$1000.00	\$500.00
Tax-Exempt, Selling Merchandise	\$250.00	\$150.00
Tax-Exempt, No Merchandise	\$200.00	\$100.00

To reserve date(s) for use of the KFAC facilities, please contact the AA in any of the following prescribed ways: an e-mail (requesting dates); a hand-written or typed note delivered to the KFAC office which requests dates; a face-to-face meeting with the AA, at the close of which she will deliver a Rental Contract to you and on which the requested dates will be indicated. The Contract will also include the date from which the 15-day hold will begin. No other kinds of discussions of either a formal or informal nature will be considered as proof of having requested dates of the KFAC. Following any of the above-listed contacts/discussions, **and after Aug. 1 of the year**, AA should deliver a contract in a timely fashion to you/your organization (ORG), or whatever representative you have designated for this task. If a Rental Contract is not received in a timely fashion by ORG's designee, please contact the AA or Director to follow up.

The KFAC facilities may not be requested for more than 14 consecutive days of use without prior permission from the Director. Uninterrupted use<sup>4</sup> of the facilities for more than two consecutive days must be pre-approved by the Director as well.

**UNDUE HARDSHIP** - The Director reserves the right to limit use of the facilities based on the needs of other renters/promoters who are already using the facilities for an event and where set, costumes, lighting, etc. may already be in place for the previous event and removing/changing them for your event would create undue hardship on the KFAC facilities/resources.

All contracts must also be approved with the Director. This means that until the Renter/Promoter has received a copy of the contract with the Director's signature, the dates are not cemented with the KFAC. The Director will not sign a contract when the event conflicts with CJSJ policies and regulations. This includes proposed use of the facilities where potential harm to the facility, participants, and/or audience is perceived as well as events which would be deemed in direct opposition to the mission statement of Burley High School and CJSJ. The right to contract an event at the KFAC may also be denied to promoters/renters whose events present a potential conflict to the market audience of a previously scheduled event.

**Contracts are also incomplete until the organization/sponsor has provided proof of insurance for the event.** All District events are exempt from this caveat as they are already covered by District insurance. However all others must provide proof that CJSJ will be named and that the following coverage is in effect for your event:

- \$1,000,000 general aggregate**
- \$1,000,000 personal injury**
- \$1,000,000 each occurrence limit**
- \$ 50,000 fire damage deposit**

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<sup>4</sup> Uninterrupted use is defined as use by the ORG and only the ORG of those facilities listed on the rental contract for the designated period of time.

BLACKOUT DAYS – Certain days/times on the annual calendar are blacked out – unavailable for use by any organization. These dates are reserved for cleaning, maintenance and other kinds of activities. Please do not request a date which is blacked out on our calendar.

IN THE EVENT OF DISASTER –In the event that our facility has to undergo unexpected maintenance/reconstruction due to some disaster, you will be contacted and you will have the option of moving your event from our facility. If you so choose to move your event, your deposit will be refunded. **If, however, you choose to use our facility under the circumstances of the maintenance, please be advised that while we will do everything we can to make the facility as nice and available as we can for your event, we cannot make promises that there will be no inconvenience to your event under such circumstances.** Also we will not be liable for any costs incurred by you should you decide to move your event from our facilities.

### Promotion of Your Event

The KFAC nor its staff are under any obligation to promote your event beyond listing it on the public KFAC calendar. The KFAC also does not permit any promotion of an event where it appears that the KFAC is somehow a sponsor of the event. The KFAC logo, however, may be used in promotional materials as a way of highlighting the use of our venue for the event. If there are any questions in this regard, please contact the KFAC Director or AA.

Posters may also be placed in the KFAC in designated areas for such promotion. The use of tape, tacks, pins, nails and the like are **prohibited** in all areas of the KFAC facility with the following exceptions: Posters may be tacked/pinned to the cork board in the halls or taped to the windows of the foyer provided that no “sticky” residue is left and posters are promptly removed from the space at the close of the event. **We also have a new marquis that uses PowerPoint in the foyer. You may supply the AA with the performance information needed and we will publicize in that fashion.**

“Reserved” seating signs are available upon request. Please do not tape, tack, etc. signs to reserve seats. Seats are reserved at renter’s discretion.

### Support of Your Event

With the rental of the facility, we AUTOMATICALLY provide the personnel necessary to run your event. However, rental costs do not include the cost of wages related to personnel for your event. While not volunteers, many of these personnel are students who are gaining valuable experience while providing you with outstanding support. Only trained personnel will be slated to work your events. The number of personnel who will be working your event will be **estimated** and listed in your contract along with a projection of the wages you will pay for their support. Only trained KFAC personnel may run KFAC equipment. This is for your safety as well as part of our commitment to providing you with the best support you can have for your event. While you may request certain KFAC staff for your event, ultimately the hiring of staff is the responsibility of the Director.

While we expect a positive working environment for all concerned, please be advised that abuse toward any personnel from any renter or performer or even an audience member will not be tolerated. By the same token, bad behavior from personnel should be immediately reported to the Director or Staff member in charge of your event. Such behavior will be dealt with as quickly and as appropriately as possible.

While we will not promote your event (as such), we certainly will do what we can to support your event. In addition to the staff you will hire to run your lights, sound and backstage, we can also offer the following:

- Mount Harrison Auxiliary – This volunteer organization makes itself available to serve as ushers/greeters of large events held in the Concert Hall. These volunteers are very aware of KFAC policies and know our facility. They provide outstanding support for your audience. The Auxiliary may be requested to support your event. In exchange for their time, they request the right to attend your event at no cost to those volunteers who are helping. Let us know if you would like us to contact the Auxiliary to help support your event. We will assume you need them.
- Paid Monitors – You may supply your own audience/crowd monitors (aka ushers/greeters), or you may elect to hire monitors to serve in this capacity (if for some reason the Auxiliary is not available or if you have elected not to use them.) At any rate, you must supply monitors for your audience. **If you do not supply monitors, KFAC personnel will supply them for you at their regular paid rate. If a returning renter has lost deposit due to the non-adherence to KFAC rules and regulations, ushers will be hired for your event for every event forward. The facility has been damaged in previous years.**
- Adult Monitors for Child Participants – If performers in your event are under the age of 13 years, you must supply one adult monitor for every 10 children, or you may hire adult monitors. If you do not supply your own monitors, KFAC personnel will hire them for you and you will pay for their services. If you supply your own monitors, they must be aware or made aware of rules related to safety and proper backstage behavior so they can enforce KFAC regulations. They must be able to enforce KFAC regulations or we will request that you trade out an inefficient monitor for an efficient one.
- Custodial Services – Our custodial staff is knowledgeable, helpful and hardworking. In addition to being hired to clean up after your event, custodians may also be hired to clean during your event. See our fee schedule for more information.

### **Safety**

Your safety and the safety of your participants and audience are of the highest priority to us while you are using our facility. For this reason, please keep the following safety guidelines in mind:

- Safety equipment – Emergency medical equipment is located in our facility and there is always a member of staff who is trained for its use on the premises.
- Adult Monitors for Child Participants. You may either use volunteers from your organization or you may hire monitors from us, but it is very critical that child participants of your event be highly supervised. We will alert your monitors and your children to areas of the stage which can be of life/death peril to them if they are not careful. Performing on a stage is a lot of fun – as long as we are all aware of how to stay safe. Children will be required to obey commands from our personnel and/or your monitors with immediate response. Please make them aware.
- **Adult Monitors for Stage Doors. We insist that you provide trusted monitors at the stage doors. These monitors will only allow access to the stage to those persons who are deemed to be “necessary” to the backstage area. This would include: your performers, your monitors, our stage crew – and pretty much no one else. Extra adults, although well-meaning, create a dangerous situation backstage and reduce privacy and an important preparation climate for your performers. Be assured that we will be firm in our resolve to adhere to this rule. Parents, family and friends may greet the performers at the close of the performance in the hallways adjacent to the performance areas only. **If you do not provide backstage Adult monitors, we will provide them at their typical hourly rate.****
- Backstage manager and Crew – Because the backstage area is like a delicate dance, the commands of our backstage manager and crew are law and are to be obeyed immediately and without attitude, question, comment or disdain. Please notify your cast.

- Limited extraneous personnel in our tech booth. During rehearsals, it may be necessary for a director to sit in the booth and provide guidance regarding lighting nuances, sound cues and such, but during performances no persons outside of our technical crew members are allowed in the lighting/sound booth. If there's a problem that requires a director, a member of our staff will find the director. At no time will any persons other than your ORG's director/person in charge bring comments/direction to our technical staff and only those persons who have direct responsibility for the event/performance may have interaction with our backstage crew, and that will be limited during performances.

### Rehearsals

Another important consideration for your contract is whether or not you will require rehearsal time in advance of your event. Please consider this time as you look at open dates on our calendar for your event. Rehearsal costs are in addition to performance costs. These costs will also include additional costs for personnel. We do not require technical personnel unless we are having a technical rehearsal and we only involve the personnel that is needed to support the rehearsal. You will also want to have child monitors on hand for your rehearsal(s), and if you hire these monitors, they will be hired for rehearsal times as well as performances.<sup>5</sup>

**As you plan how much rehearsal time you will need, please keep in mind that rehearsals lasting over 4 hours must include a 30 minute meal break for KFAC staff and rehearsals lasting over 8 hours must include 2 30 minute meal breaks for staff. *If your event is longer than 4 or 8 hours, this same meal break requirement applies to the event as it does to a rehearsal.* If you do not provide time for our workers to have legally mandated breaks you will have to pay for additional staff to cover those break times.**

Rehearsals are charged at a minimum of two hours.

### Box Office/Performance Rental Spaces

Rental of the Concert Hall includes use of the Foyer during performances as well as the right to set up tables to vend CDs, videos, t-shirts and the like. It also includes use of the box office desk for the selling of tickets. Be advised that we do not provide ticketing services and we do not have access to credit card processing. We have Cat5 cables to plug computers directly into the internet for ticket purchase and WiFi is available.

**Eight seats** are always held in reserve for use by the KFAC staff. Please hold these seats out from your ticket sales. Also, under no circumstances may any organization allow more tickets/audience members than we have seats. (No 'Standing Room Only' sales.) Don't forget to include complimentary seats for Mount Harrison Auxiliary volunteers if they are helping to support your event.

Rental of the Little Theater includes the right to set up a table for ticket sales in the hallway just outside of the theater doors. It includes use of the hallway down to the hallway restrooms. It does not include use of the KFAC office and/or Conference room for use as dressing rooms. This space must be requested and use of these rooms may be denied for any reason. If you wish to use the Foyer with a Little Theater activity, please note that on your Rental Contract. (Additional costs may apply and the Foyer is not available when an activity is taking place in the Concert Hall.)

Rental of the Concert Hall also includes use of the Green Room, two "star" dressing rooms with lavatories and two "chorus" dressing rooms, all located backstage.

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<sup>5</sup> If you do not have appropriate child monitors for your rehearsals, the KFAC will provide them for you at your cost.

Rental of the Concert Hall does not include rental of the Scene Shop. However, limited use of this area may be permitted with prior permission. Use of the tools is prohibited unless such services have been rented in addition to the use of the space.

The Loading Dock is available for use with the rental of the Concert Hall. However, if the loading dock is to be used and items are to be brought through the scene shop, such arrangements are to be made in advance. When arrangements have not been made in advance, the KFAC is not responsible to clear a path for Loading Dock and Scene Shop use.

Rental of the Music Suite is limited and generally denied. Please contact the AA for more information.

PERFORMANCE LICENSURE – It is not the responsibility of the KFAC to obtain performance rights related to your performance. It is, however, your responsibility, and any performance which cannot produce proof of performance rights for any music, dramatic or movie presentation as well as the right to record or tape such performances may be terminated immediately.

**The use of any of the following is in direct violation of your KFAC use agreement: GLITTER, HELIUM OR MYLAR BALLOONS AND FOOD/DRINK, SILLY STRING OR ANYTHING THAT MAKES A HUGE MESS violates this contract. Violators of this policy will be assessed a cleaning fee, will lose their entire deposit, and may be assessed damage fees as well as be barred from further use of our facilities. We cannot overstate how very serious we are about this policy. *Don't bring 'em inside the doors or allow your audience, etc. to bring them inside the doors.* If KFAC personnel find someone bringing these items into our facility, they will ask the offender to remove the items immediately. THERE WILL BE NO CONSIDERATIONS MADE TO THIS RULING. PLAN ACCORDINGLY.**

You are responsible for your audience. Unruly audience members should be ejected by your volunteers and will be ejected by our paid personnel. **Law enforcement will be called.**

We supply that which you have deemed necessary for the proper production of your event. We do not supply that which has not been outlined within your contract. If you are uncertain as to what kinds of support you might need to preserve the integrity of your event, please ask prior to completion of your contract. This includes but is not limited to: pianos, instruments, tables, VCRs, projectors, electrical cords and more. Again, extra equipment will not be provided at the last minute **WITHOUT INCURRING MORE COST.**

#### **After the Show**

Once your performance(s) is completed, you will need to factor in time to clear your props, set, costumes, etc. and also time to return the facility back to “standard.” While custodians clean, you are responsible for making sure the facility is in the same state as it was when you arrived. Anything you leave for KFAC personnel to clean will be charged to you at the personnel hourly rate.

#### **Don't sign the Contract until you are Sure**

Our final word of caution is simply this: Make sure your signed contract includes everything you will need/want for your event/performance. We will be following the contract as we set up for your activity. If you arrive and see many things missing, it may very well be due to the fact that you failed to include that information in your contract. This is particularly critical for ‘traditional’ renters. Just because it's “always been there in the past”, doesn't mean it will be there in the future. Get it in your contract! (And if you aren't sure, please ask.)

#### **As we move forward**

Please pay very close attention to the costs listed on the contract. As the KFAC moves forward in its mission, it will need to move its costs into a more competitive range with other venues. Costs are not

what they have always been. If you find that current pricing begins to push the use of our venue out of your price range, please talk to us. It may be that you are including costs which are not necessary. If, however, costs become prohibitive, we may be able to help you secure a different venue.

Black out days may increase over the next few years as we continue to improve our facilities  
**Traditional “hand-shake” agreements are now a thing of the past.** With the increased use of our facilities, the Director is going to have to rely on the use of more and more “point” persons for events. These are trained KFAC personnel who can be placed in charge of your event and will only have knowledge of your signed contract from which to work. So if you really want something, make sure it is in the contract and not just a verbal agreement with someone. Only the Director, AA or your Point Person can amend your contract, and this will happen in increasingly rarer and rarer circumstances.

Attached is a contract and tech. worksheet. Please contact our office wherever any question or concern exists.

#### **Not-For-Profit Status**

**If you are a 501©3 Entity, you must provide a copy of the IRS Determination letter with your contracts. This is new to our process. You only need to prove it once as we will keep a copy in our records. If you claim 501©3, you must prove your status PRIOR to the event or your organization will be charged at the normal profit rate.**

**Everyone wants treated the same until everyone is treated the same. Too many folks are just wanting too many side deals. We cannot keep up with or accommodate anymore, so please follow the rules. If you do not have a 501©3, you MUST provide one to get the lower rates. Please do not ask for special consideration if you have not done your due diligence getting the required paperwork.**



**RENTAL CONTRACT**  
2022-2023

Event: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Issue: \_\_\_\_\_ ORG has 15 days from this date in which to submit the proposed contract for approval during which time the date(s) initially discussed<sup>6</sup> with AA will be held by KFAC. After 15 days, proposed dates will be released for other agents to rent the facilities. Contract must be received signed and with deposit. Date of Receipt: \_\_\_\_\_

**This contract** between \_\_\_\_\_ and the KFAC/CJSD is entered into  
(Organization/ORG)  
this \_\_\_ day of \_\_\_\_\_ 2022/2023 and is considered effective as of the **date of the Director's signature** but not before that date. (Director may require additional proofs prior to approval and completion.)

This contract, when completed, is understood to guarantee ORG use of the:  
\_\_\_ Concert Hall \_\_\_ Little Theater \_\_\_ Foyer **\_\_\_ Conference room** \_\_\_ Other \_\_\_ Extra Space  
(Includes Foyer for Performance) \_\_\_\_\_ please list additional need  
for the dates/times requested and confirmed within this contract, which are as follows (or which have been outlined in more detail on the attached addendum to this contract):

**Set up Date(s):** \_\_\_\_\_

(Only required in the case of an event with extensive preparation needs. Please discuss with AA.)

DATE: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End time: \_\_\_\_\_ Exit time: \_\_\_\_\_  
DATE: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End time: \_\_\_\_\_ Exit time: \_\_\_\_\_  
DATE: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End time: \_\_\_\_\_ Exit time: \_\_\_\_\_

**Rehearsal Date(s):** \_\_\_\_\_

(For multiple dates and arrival/exit times, please attach a separate sheet to detail this information.)

DATE: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End time: \_\_\_\_\_ Exit time: \_\_\_\_\_  
DATE: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End time: \_\_\_\_\_ Exit time: \_\_\_\_\_  
DATE: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End time: \_\_\_\_\_ Exit time: \_\_\_\_\_

**(If your total arrival to exit time is longer than 4 hours, include a thirty minute meal break for staff. If your total arrival to exit time is longer than 8 hours, include 2 thirty minute meal breaks for staff. Breaks are paid time and may be staggered if possible. Staggered breaks may require additional KFAC staff.)**

**Performance/Event Date(s):** \_\_\_\_\_

(For multiple dates and arrival/exit times, please attach a separate sheet to detail this information.)

DATE: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End time: \_\_\_\_\_ Exit time: \_\_\_\_\_  
DATE: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End time: \_\_\_\_\_ Exit time: \_\_\_\_\_  
DATE: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End time: \_\_\_\_\_ Exit time: \_\_\_\_\_

<sup>6</sup> See the Welcome Information under "Scheduling" for more specific information related to this topic.

(If your total arrival to exit time is longer than 4 hours, include a thirty minute meal break for staff. If your total arrival to exit time is longer than 8 hours, include 2 thirty minute meal breaks for staff. Breaks are paid time and may be staggered if possible. Staggered breaks may require additional KFAC staff.)

### **Technical and other kinds of Support**

It is understood that this contract includes and only includes those items which are specifically requested within the contract (which may include additional pages that more specifically detail all of the kinds of support being requested by ORG.) In cases where such requests will require additional costs for ORG, such costs are outlined in supportive documents. It is also understood that any cost estimates are only estimates and that final costs may vary from original estimates especially wherein expected hours of use, number of personnel, and clean-up costs were underestimated. See the attached Rate Sheet and then detail your needs in the space below or on attached sheets. Any last minute request will result in more charges. Any last minute requests may be denied or may incur additional costs if we are able to provide.

Please fill out the attached rubric with all anticipated needs. Note that not every technical item is available for every spaces.

Basic rental includes the following: Stage area washed with light; 1-2 mics with a basic mix to cover the house; a basic one-time stage set up. If using the Concert Hall Stage, use of the Green Room and dressing rooms as well as use of the Foyer for performance and event. Rental cost does not include labor costs for KFAC personnel and ORG needs to supply monitors for the audience or rent monitors.

Renting items for events does not include work hours. Those will be estimated and crew will be added and removed as determined by the Director. Just because a renter requests less staff does not mean that the renter will be allowed less staff. Safety of our equipment and our facility is paramount.

**Organization Information**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Billing address: \_\_\_\_\_

Fax: \_\_\_\_\_

Description of Event:

Part of a Season of Events: Y or N

Charging Admission: Y or N

Foyer/Ticket table open at what time? \_\_\_\_\_ (Table/chairs?)

Vendor’s tables will be used: Y or N (Table/chairs?)

Audience Monitor Number: \_\_\_\_\_ ORG supplied Auxiliary Paid Monitors

Tickets available for purchase from where? (Please list all and ticket costs)

All information will be funneled through the Organization’s designee(s) only. Please list name(s) and contact information of your designee(s) below. No more than three (3) total designees may be listed and they will be contacted in the order listed here.

1) \_\_\_\_\_ Phone(s)

2) \_\_\_\_\_ Phone(s)

3) \_\_\_\_\_ Phone(s)

**Cancellation of Contract**

This contract may be cancelled by ORG under the following conditions:

- 1) Official notification to the AA in writing more than 30 days out – complete refund of deposit.
- 2) Official notification to the AA in writing more than 15 days out – complete refund in most cases.
- 3) Official notification to the AA in writing less than 15 days – refund of deposit to depend upon work already completed in preparation for event, loss of revenue due to hold on dates, and any other potential liabilities to be incurred by KFAC and/or CJSD.

**Terms and Agreement**

I/We have read and understand the policies for rental/use of the KFAC facilities. We are aware of the fees/costs related to our agreed use of the facilities as well as our liabilities. I/We agree to forever release and discharge the CJSD, its employees/representative/agents from any liability of any nature whatsoever incurred by virtue of the use of the KFAC and other school property. I/We waive and relinquish any/all rights under law and statute to the contrary. I/We further agree to indemnify and hold harmless CJSD and its employees from any liability, actions, causes of action, claims, demands, damages, costs, fees, compensations, and any other expenses of any nature whatsoever, whether direct or consequential, arising out of the use of the KFAC/CJSD property, irrespective of whom the claimant is.

By signing this contract, I/We state that I/We have the authority of the above-named organization to agree to all tenants of the contract and will follow all State of Idaho, Cassia County and City of Burley laws while making use of the facilities. I also understand and agree that failure to follow, maintain and uphold the policies/rules/regulation of the KFAC and CJSD may result in additional costs, fines and penalties including loss of further use of the facilities by myself and/or this Organization.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

KFAC Director: \_\_\_\_\_ Date: \_\_\_\_\_

This contract is not in full effect until signed and dated by the KFAC Director. The date of his signature is the effective date of the Contract.