

CLTP Rental Packet

Historic Atlas Theatre

RULES, REGULATIONS, POLICIES, AND PROCEDURES

1. INTRODUCTION

This manual was created to assist all persons or groups (hereinafter referred to as “LESSEE”) in planning events on Cheyenne Little Theatre Players properties (hereinafter referred to as “THEATRE” or “CLTP”) and to provide information about theater rules and regulations. We hope the information contained in this manual is helpful and provides context for LESSEE using THEATRE.

It is important that LESSEE read this document thoroughly, share this information with LESSEE event staff, employees, volunteers, student assistants, etc. LESSEE agrees to notify all such persons of these rules and regulations and shall be responsible for their adherence. LESSEE shall also be responsible for payment of all applicable fees and charges in the event that the LESSEE fails to meet its obligations with respect to these rules and regulations.

All procedures outlined in this manual are binding under the letter of agreement. All procedures must be followed as outlined unless specific written permission from the Cheyenne Little Theatre Players, Inc. (hereinafter referred to as “CLTP”) Rental Coordinator is given. In the event that any policy violates local, state, or federal building or life safety codes of laws, the code of law supersedes the policy stated in this manual.

Contact Information

Mary Godfrey Playhouse (Main Office)
2706 East Pershing Blvd.
Cheyenne, Wyoming 82001
Phone: (307) 638-6543
Fax: (307) 638-6430

(307)635-0199
Managing Director:
Ceara Madson
(307)638-6543
CMadson@cheyennelittletheatre.org

The Historic Atlas Theatre
211 W. 16th Street
Cheyenne, Wyoming 82001

Technical Director & Rental Coordinator:

2. BOOKING PROCEDURES

A. All information, scheduling, and contracting for use of THEATRE will be coordinated between LESSEE and CLTP Rental Coordinator.

B. An applicant can reserve a date up to one (1) year in advance by contacting the Rental Coordinator and submitting a contract and deposit (if the date is available and cleared by the Rental Coordinator). ***The CLTP Management reserves the right to refuse any booking requests.***

C. To contract a date, an applicant must submit a completed application and a 15% security deposit. Upon receipt of payment by the CLTP Managing Director and Rental Coordinator and execution of a lease of premises, the applicant becomes a LESSEE and the date becomes a contracted date.

D. If the contract is submitted more than 2 weeks after the Rental Coordinator's approval of the date, a **\$25 Late Submission Fee** will be assessed and added to the amount due in order to reserve the theatre.

E. No rental request will be made less than thirty (30) before the event, or within four (weeks) of the opening of a CLTP production without the express consent of the CLTP Managing Director and Director of Current Production.

F. An applicant must provide CLTP Managing and Artistic Director proof of the required \$1,000,000 general liability insurance policy as approved by the State of Wyoming Department of Insurance. Such policy shall name the CLTP as an additional insured. This policy must be submitted at least 30 days in advance of the contracted date. Please contact the CLTP Managing and Artistic Director with questions about purchasing event-specific liability insurance.

H. In the event of damage to THEATRE equipment or facilities additional damage and cleaning fees will be assessed. The original condition of the Historic Atlas Theatre includes the table and chair placement downstairs be returned to standard seating arrangement as determined by the CLTP Rental Coordinator. Material fees to repair or replace broken equipment will be set at current retail value. The decision to either repair or replace equipment will be at the sole discretion of the THEATRE. Deductions made to replace equipment will not be prorated and will be taken at the full replacement price. Disputes over damage/cleaning assessments must be made in writing to the Managing Director within 48 hours of the receipt of the assessment.

I. LESSEE shall pay the balance of all remaining rental fees and technical fees by the end of the event to the Rental Coordinator (or authorized agent). A late fee of 10% of the fee balance shall be assessed for overdue payments. Exceptions to this will only be considered in advance, in writing by the Managing Director and the Rental Coordinator.

J. CANCELLATION POLICIES: In case of cancellation by LESSEE within 30 days of the scheduled event, it shall be the responsibility of the LESSEE to make reasonable public announcement at LESSEE's expense concerning cancellation. This must be done immediately following cancellation. If a cancellation takes place **within 7 days** of the event, a **\$150 fee** will be assessed to cover the scheduled cleanings for the event. **The CLTP Managing reserves the right to retain the rental deposit (15% of the rental fee) and all security deposits in the event of a cancellation.**

K. LESSEE shall be responsible for any and all damages to THEATRE premises caused by LESSEE's staff, student assistants, patrons, guests, invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement), whether accidental or otherwise. LESSEE agrees to leave THEATRE premises in the same condition as existed at the time the LESSEE took possession.

NOTE: CLTP is a working theatre company. Priority must be given to the CLTP productions at both THEATRES. CLTP reserves the right to refuse technical requests, booking requests, partial or full facility usage, etc. This is at the discretion of CLTP and by signing the lease agreement the LESSEE agrees to these terms.

L. Use of CLTP Box Office Ticketing System: Rentals that are ticketed events have the option to use CLTP's ticketing system for a fee of \$200. This pays for the fees Vendini charges CLTP and for the labor costs our Box Office Representative spends to set up and sell tickets for that event. The tickets will be available to the public through our CLTP Facebook page and our Website. In addition, LESSEE must pay for a Box Office Rep to be present at the event in order to sell tickets at the door.

NOTE: If LESSEE is using their own ticketing system and plan on having the bar open, ALL tickets must have the following language to be in compliance with our Social Club License:

"1 Day Membership to CLTP Social Club"

3. MARKETING

A. All advertising and marketing materials **MUST** be reviewed by CLTP **in advance** to ensure CLTP's name is not being used to promote the event without permission. All advertising and marketing materials must name either "The Historic Atlas Theatre" or "Mary Godfrey Playhouse" as venue as appropriate and include the approved venue logo. To assure consistency, **ALL advertising and marketing** must be reviewed and approved by the CLTP Rental Coordinator & Box Office Manager.

B. LESSEE may not imply in any way that CLTP is sponsoring or co-sponsoring an event, unless such sponsorship or co-sponsorship has been arranged in writing in advance, and publicity materials have been approved by the CLTP Rental Coordinator & Box Office Manager. CLTP reserves the right to revoke the usage of the space if this policy is not adhered to.

C. CLTP may distribute to the audience announcements and literature concerning future events to be held at THEATRE, whether such attractions are under the auspices of the LESSEE or not.

D. The sale of merchandise of any kind is subject to the approval of the CLTP Managing Director. A Merchandise fee of 10% of net sales shall be assessed and payable to CLTP. The payment of all applicable taxes shall be the responsibility of the LESSEE. LESSEE shall supply its own sellers and all necessary city, state or federal permits and permissions.

E. Should the event contain any material that may be viewed by any segment of the community as being morally objectionable, CLTP recommends that the LESSEE include a phrase in all marketing that alerts the potential ticket buyer to the maturity of the theme or actions.

F. LESSEE shall be responsible for **all** ticketing and marketing of the event. No ticket sales shall be run through the CLTP Box Office or website, nor shall CLTP be responsible for providing information about the LESSEE's event via email or website. CLTP will hang posters at each of the theatres if they are provided by the LESSEE and approved by CLTP. CLTP will redirect people to the appropriate ticketing source if calls are received only if a signed contract with appropriate deposits is on file.

4. TECHNICAL

All scheduling of technical support crews and event technical details will be coordinated between the LESSEE and CLTP Rental Coordinator and **MUST** be approved by the CLTP Technical Director. **The following rules will apply to all LESSEES:**

A. LESSEE agrees to furnish CLTP a copy of all contracts and technical riders between LESSEE and the artist(s) who is performing. Portions about financial arrangements may be deleted. Technical riders **MUST** be submitted with the Lease of Premises Agreement. If the rider is not received, CLTP is not responsible for fulfilling the requests contained within.

B. Information regarding available equipment (and associated rental fees if applicable) is available from the Rental Coordinator. LESSEE is responsible for determining its need for any additional equipment and to secure that equipment on its own.

C. Due to safety and security concerns, **LESSEE will not be granted access to the building without the Rental Coordinator (or authorized agent) present at all times (unless other arrangements are approved in advance by CLTP Rental Coordinator in writing).** CLTP personnel will have the right to enter any part of the building at any time, as long as entry is not disruptive to LESSEE's event. LESSEE's staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the

THEATRE for the purpose of attending the Event (as described in the Lease Agreement) will not be allowed to enter and or use CLTP box office, administration offices, mechanical room and technical areas, unless approved by CLTP Rental Coordinator in writing.

D. The CLTP Rental Coordinator (or authorized agent) must be present at all times while LESSEE is using the THEATRE.

E. The requirement for additional Technical Support staff will be determined by the CLTP Rental Coordinator and Technical Director at the time of contract signing. Applicable labor fees will apply.

F. Due to the complexity of THEATRE equipment, all technical/stage crew personnel must be trained on equipment used and **MUST BE CERTIFIED BY CLTP TECHNICAL DIRECTOR. NON-CERTIFIED PERSONNEL WILL NOT BE ALLOWED TO OPERATE EQUIPMENT.**

G. The stage must be restored to its standard stage plot (as defined by CLTP Rental Coordinator) at the end of every event, unless otherwise approved by CLTP Rental Coordinator.

H. The LESSEE is required to cooperate with the Rental Coordinator (or authorized agent) to comply with all safety and security measures adopted by CLTP, and properly care for and respect the equipment and the theater itself. **FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE LEASE AGREEMENT.**

5. STAFFING REQUIREMENTS

A. The LESSEE must provide an organizational contact person listed on the THEATRE application. This representative, **who must be present any time LESSEE occupies building**, will then be the sole person authorized to resolve problems and conflicts, or to negotiate any changes with the staff of CLTP.

B. All groups with children participating will have at least one (1) adult per ten (10) children (defined as anyone under the age of 18) or less at all times and in all spaces where children will be located. Non-compliance with this rule may result in immediate termination of the Lease Agreement.

C. Ushers and all front-of-house staff may be provided by CLTP at an additional cost. All event staff, both CLTP provided as well as that of LESSEE, shall be familiar with the THEATRE premises and trained in emergency evacuation procedures.

6. LOAD-IN / LOAD-OUT

- A.** LESSEE must coordinate all load-in and load-out details for the event with CLTP Rental Coordinator. Load-in and Load-out are part of the total number of hours the LESSEE wants to use the space.
- B.** Prior to initial load-in, a walkthrough inspection by organizational contact person and CLTP Rental Coordinator **is required**. It is the responsibility of the LESSEE to schedule the walkthrough with the Rental Coordinator (or authorized agent). Any damage LESSEE notices to the facility should be noted at this time. At load-out, a post-production walkthrough will be conducted to assess any possible damage to facility. *If not received already, the security deposit is due at this time.*
- C.** All labor requirements for load-in, load-out, and set-up of stage and display areas shall be the responsibility of the LESSEE with the review and approval of CLTP Rental Coordinator and Technical Director.
- D.** CLTP will not accept freight or goods shipped for the LESSEE, its contractors, agents or sub-contractors unless arranged in advance. CLTP has limited storage space and we make no guarantee that space will be available to receive materials arriving early. Crates may be stored only in areas the Rental Coordinator and Technical Director approve for storage. All fire exits must remain clear of obstructions.
- E.** All load-in and load-out activities must be conducted through loading area. The main lobby shall **not** be used for load-in or load-out unless prior arrangements are made. LESSEE may not have exclusive use of load-in areas.
- F.** General cleaning before and after the event is included with rental fee (vacuuming, bathrooms, mopping, etc.). However, LESSEE is responsible for emptying garbage cans, replacing tables and chairs to their original locations, gathering garbage in the theatre, lobby, and bathrooms and any other general clean up of the theatre, both during and after the event. These are not the responsibilities of the Rental Coordinator (or authorized agent).
- G.** Stage, scenery, props, costumes, programs and any other materials related to the event or belonging to the LESSEE that are not removed at the end of rental period may be disposed of by CLTP personnel. LESSEE shall be responsible for the cost incurred for the removal, clean-up and disposal. Neither CLTP nor its employees will be liable for damaged or lost equipment and materials left in the facility after the rental period.

7. GREEN ROOM/DRESSING ROOMS/LOBBY

- A.** Furniture located in the green room, dressing rooms, and lobby is provided to the LESSEE for use during the event at no additional expense. Damage to furniture will be charged to the LESSEE as previously stated in regards to security deposit.
- B.** Lobby and Green Room furniture may not be moved or relocated from their designated locations at any time without prior approval from CLTP Management.
- C.** No production materials may be placed in the lobby or hallways at any time without prior written approval of the Rental Coordinator.
- D. Bottled water only** is permitted backstage and in dressing rooms.

8. SMOKING AND TOBACCO POLICY

- A.** There is absolutely no smoking permitted anywhere in the building at any time. This includes vaping as well.
- B.** There must be a smoking designated area outside in front or behind the theatre that is 10ft away from the building entrance/exit.

9. WEAPONS PROHIBITED

- A.** Firearms and other weapons are forbidden in the facility. Individuals who fail to comply with this prohibition or otherwise violate penal laws with respect to carrying a handgun or other weapon are subject to immediate arrest and prosecution.
- B.** This prohibition applies to all persons, including holders of concealed handgun permits, but does not apply to licensed law enforcement officers.

10. CONTROLLED SUBSTANCES

- A.** Illegal substances are prohibited from any part of THEATRE at all times by LESSEE staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement).

- B.** Individuals obviously under the influence of alcohol or mind-altering drugs are not allowed in the facility and are subject to being removed from the building.

11. FIRE REGULATIONS

- A.** No pyrotechnic displays of any kind will be allowed.
- B.** Fire detection, suppression systems, HVAC vents, lighting fixtures and controls shall not be covered or obstructed at any time for any reason. No locks or chains will be placed on any door of the theater. Under no circumstance should any automatic closing device or panic hardware be removed from any door of the facility.
- C.** Standing in the aisles during a performance or event is not allowed. Portable seating shall not be placed in aisles at any time.

12. PREVENTION OF FACILITY DAMAGE AND DISFIGURATION

- A.** No portion of the facility, including but not limited to rehearsal rooms, sidewalks or loading area shall be used by LESSEE for painting, construction or storage of scenery, props, costumes or other paraphernalia required for the staging of any type of performance without the written consent of the CLTP Technical Director.
- B.** No signs may be attached to any facility surface, furnishings or equipment without the Rental Coordinator's or Technical Director's prior written consent.
- C.** No adhesive of any kind will may be affixed to any permanent structure or feature of the facility. No adhesive-back stickers or decals shall be distributed to event patrons inside or outside the facility.
- D.** At no time shall LESSEE use electrical, lighting conduits, lighting fixtures, utility pipes or sprinkler systems as supports or as a source for attachments.
- E.** No animals shall be brought on the premises without prior written consent of the CLTP Rental Coordinator.
- F.** Holes may be drilled in stage floor only (with prior written permission of Technical Director) Gaffers, spike and glow tape are the only types that may be used on the stage floor. **Absolutely no masking or duct tape may be used at any time!** No holes may be drilled or punched in any other facility surface, furnishings or equipment. This includes the use of push-pins, thumbtacks, or staples.

- G.** No electrical tie-ins are permitted without expressed written consent of CLTP.

13. FOOD AND BEVERAGE

- A.** All concession materials and equipment are property of CLTP and are not included in the rental cost of the THEATRE. They may not be used by LESSEE unless special arrangements are made with the CLTP Managing Director.
- B.** No food may be prepared onsite at the THEATRE. This could result in a revocation of the CLTP Consumer Health Services License (food license). All food must be prepared elsewhere and brought in for consumption.
- C.** Trash receptacles are located in the concession and lobby area, downstairs of house, onstage, and in the green room. All trash must be placed in proper receptacles. Failure to do so will result in additional cleaning charges. Additional bags can be requested from CLTP Rental Coordinator (or authorized agent).

14. ALCOHOLIC BEVERAGES

- A.** Any parties wishing to provide alcohol for their event must contract with CLTP for the use of the bar facilities at the Atlas Theatre. No outside alcohol sales are allowed under our Limited Retail (Social Club) License. This fee includes a temporary membership for the LESSEE for the duration of the event.
- B.** No Outside alcohol is permitted in the building due to liquor license for the Atlas Social Club. Only alcohol allowed on the premises is what the Atlas bar can provide.

THE HISTORIC ATLAS THEATRE

Lease of Premises Agreement

This contract shall serve as a binding agreement between Cheyenne Little Theatre Players (Hereinafter "CLTP") and _____ (hereinafter "Lessee".)

Contact Person: _____

Address: _____

Phone: _____

Email address: _____

Alternate phone: _____

Reconciliation payable to: Black Dog Animal Rescue

EVENT TITLE: _____

(To be printed on tickets where applicable)

EVENT DESCRIPTION: _____

Enter dates and times for each technical day, rehearsal, load in, strike and performance

EVENT: _____ DATE _____ Times _____

EVENT: _____ DATE _____ Times _____

EVENT: _____ DATE _____ Times _____

EVENT: _____ DATE _____ Times _____

EVENT: _____ DATE _____ Times _____

EVENT: _____ DATE _____ Times _____

The Lessee acknowledges that in most circumstances, CLTP will be unable to provide an exact amount of the rental fee, labor rates, and fees related to other services and equipment and other costs and expenses at the time of the signing of this Agreement. CLTP will make its best effort to estimate the costs involved in rental rates, fees, performance requirements and equipment based upon the honest and accurate information as provided by the Lessee to CLTP at the time of signing this Agreement. Lessee understands that during the planning and preparation of the event that the needs of the Lessee and the CLTP may change and that the Lessee may incur more fees and expenses than first estimated by the CLTP. Lessee agrees to defer to CLTP's Rental

Coordinator's discretion in determining the needs for additional labor, personnel, security, special equipment and anything necessary to provide a professional and safe performance.

In the event that CLTP or their authorized agent does not accept this contract, within 10 days, the total deposit received shall be refunded. Lessee hereby offers to rent from the CLTP the premises situated in the City of Cheyenne, County of Laramie State of Wyoming, described 211 West 16th Street (THE HISTORIC ATLAS THEATRE), upon the following TERMS and CONDITIONS:

1. **MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the CLTP and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
2. **UTILITIES:** CLTP shall be responsible for the payment of all utilities and services.
3. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this agreement or sublet any portion of the premises without prior written consent of the CLTP.
4. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Lessee shall be responsible for damages caused by their acts and the acts of their staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement).
5. **INDEMNIFICATION:** The Lessee assumes all financial responsibility for damage to, or loss of, property belonging to CLTP and for any personal injury that may occur during or as a result of use of the property. Additionally, the Renter agrees to indemnify and hold harmless CLTP, its staff, and Board of Directors for injuries and damages occurring as a result of this rental activity.
6. **SECURITY:** The security deposit (15% of total) set forth, shall secure the performance of the Lessee's obligations hereunder.
7. **ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such actions including a reasonable attorney's fee.
8. **WAIVER:** No failure of CLTP to enforce any term hereof shall be deemed a waiver. The acceptance by CLTP shall not waive their right to enforce any term thereof.
9. This agreement shall be governed and construed in accordance with the laws of the State of Wyoming. If any provision of this Lease Agreement shall be deemed unenforceable by a court of competent jurisdiction, all other terms shall remain in full force and effect to the extent permitted by law. Venue for any action, claim, or other proceeding involving or relating to this Lease Agreement shall be in the First Judicial District Court of Laramie County, Wyoming.
10. This agreement constitutes the entire agreement between the parties and any modifications or changes shall be made only in writing signed by the parties thereto.

I have received and read the CLTP Rental Rules & Regulations and agree to follow them as stated and only exceptions are in writing and attached hereto:

Lessee (Must be 18 years of age or older to sign)

Date

CLTP Representative

Date

The Historic Atlas Theatre
Contract Payment Agreement

Name /Production _____

Date(s) of Rental _____

Begin time of rental _____

End time of rental _____ Total Number of Hours _____

Number of people expected in attendance (max 241) _____

*If using Bar, Hours Requested to be open: _____

Rental Rate for Venue (please fill in all that applies):

***Commercial/Private Party**

***Non-Profit**

Full Theatre: \$100/hour _____ \$65/hour _____

Lobby Only: \$60/Hour _____ \$45/hour _____

***Technician on site (\$20/ hour)** **\$ 20 x _____ = \$ _____**

Additional Tech on Site (\$15/hour) \$15 x _____ 0 _____ = \$ _____

Bartenders (\$75 flat rate per event (max of 3)) \$75 x _____ 0 _____ = \$ _____

House Manager/ Box Office (\$15/hour) \$15 x _____ 0 _____ = \$ _____

Event Security/Ushers (\$10/hour) \$10 x _____ 0 _____ = \$ _____

Use of CLTP Ticketing System (\$200) _____ 0 _____

Black Table Linens (\$50 per event) _____ 0 _____

***Cleaning Fee \$150 per event** _____

Grand Total: _____

A Placement Deposit of 15% is due with signed contract in order to book your rental.

(Any payment made by credit card will have an additional 4% processing fee added)

Deposit amount _____ **Date Paid** _____

Type of Payment: (circle one) **Credit Card** Cash Check# _____

Amount Due by Rental Date (minus deposit) _____

___P_____

Lessee (Must be 18 years or older)

CLTP Representative

Credit Card Authorization Form

Date: _____

As part of my rental of a CLTP facility I am using the credit card number provided below for the damage deposit. I understand the credit card is not being charged at this time and will not be used as payment for rental fees unless specified below.

If an event causes the need for:

a) cleaning procedures which are beyond the scope of normal maintenance, b) repairs or replacement due to structural or equipment damage, c) the event does exceed the terms of the contract, or d) event payment is returned as non-sufficient funds the damage deposit in part or in total may be used to pay for these services.

Damage Deposit Amount: \$500

Name on credit card: _____

__ (Initial) I am authorizing the above credit card be used to pay the balance on my rental.

Technical Questionnaire

All requests for technical facilities, equipment and services must be made at least 4 weeks in advance. Any requests made after 4 weeks may not be provided at the discretion of the technical director. You may contact Maria Thompson at 307 638-6543 (mthompson@cheyennelittletheatre.org) prior to execution of this agreement to schedule a technical meeting if necessary.

Production meeting date: _____

	Will you need:	Will you provide:
Lighting design	Y/N	Y/N
Lighting operator	Y	Y/N
Lighting cue sheet/direction	Y/N	Y/N
Sound design	Y/N	Y/N
Sound operator	Y	Y/N
Sound cue sheet/direction	Y/N	Y/N
Stage design	Y/N	Y/N
Stage plot	Y/N	Y/N
Rigging	Y/N	Y/N
Projector & Screen	Y	Y/N

Are you using a production (sound or light) third party supplier? All third party suppliers must be approved by and work under direct supervision of our technical director. These suppliers must carry liability and property damage insurance or be covered under extension of the Lessee's insurance.

Name: _____ Phone: _____ Email: _____

Film Exhibition (we do not offer 35mm projection) Format ___DVD___BluRay___other
(May incur charges in the case of specialized cabling)

*Note: Lighting design, sound design, stage design, and rigging can be provided at an extra cost.
Please contact the Rental Coordinator at least 30 days in advance to discuss your needs.*