



Cascade Theatre Use Agreement

This Use Agreement is entered into between the JPR Foundation, Inc. hereinafter referred to as "JPRF," and _____, hereinafter referred to as "USER."

RECITALS:

- A. JPRF operates the Cascade Theatre Building located at 1731 Market Street, Redding, CA 96001, hereinafter referred to as the "Facility."
- B. USER represents that its legal name, authorized representative, corporate address and contact information is as follows:

Legal Name: _____
 Authorized Representative: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____ Federal Tax ID #: _____

- C. USER represents that its corporate status is that of a For Profit Non-Profit (check one). If USER is a non-profit organization for purposes of this Agreement, USER certifies that it is tax-exempt under Section 501(c)(3) of the United States Internal Revenue Code. If USER's use of Facility is for the first time, USER must provide JPRF a copy of its IRS tax-exempt determination letter. JPRF may, at its sole discretion, treat USER as a non-profit if USER's application for required tax-exempt status is pending with the IRS and proof of such application is provided to JPRF. If USER's application for tax-exempt status is subsequently denied by the IRS and JPRF has treated USER as a non-profit user, USER will immediately pay an amount equal to the difference between non-profit and for-profit user fees. If USER has previously provided JPRF with its IRS tax-exempt determination letter, USER represents that such letter continues in full force and effect and has not been revoked.
- D. The parties desire to enter into a Use Agreement, hereinafter referred to as the "Agreement," of the Facility upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. Grant.

- 1) JPRF hereby grants to USER access to and use of those portions of the Facility, and for the estimated cost of use and dates and times of use as have been described in *Exhibit A*, attached hereto and made a part hereof for the purpose of the event(s), performance(s), or other use (hereinafter referred to as "Event") described in *Exhibit B*, also attached hereto and made part hereof. For purposes such as payment of fees or notice of cancellation as described in this Agreement, the Event shall be considered to occur on the first day of such event, performance or use.
- 2) Rental of the Facility's auditorium entitles USER to the use of the Facility's dressing rooms, lobbies, and house theatrical lighting, rigging and basic public address systems. USER will incur additional costs for any equipment USER requires to supplement these house systems.
- 3) If the auditorium is not rented, the use of any other area rented as described in *Exhibit A* is limited

to that area only and appropriate access.

- 4) The cost of use as estimated in *Exhibit A* is for budgetary purposes only. User's final obligations under this Agreement will be based upon actual time and conditions of the use and the services, labor hours, supplies and other support required to service the USER's occupancy.
- 5) JPRF makes no warranty, either express or implied, as to the condition, fitness, merchantability or suitability of the Facility for USER's purposes or needs. Prior to executing this Agreement, USER acknowledges that USER's authorized representative has had the opportunity to inspect the Facility and to become thoroughly acquainted with the condition of the Facility, and has in fact done so. USER agrees to accept and use the facility "as is."
- 6) USER may not make any permanent attachments or alterations to the Facility. No temporary attachments or alterations to Facility may be made until JPRF management has given advance approval. Attachments by means of nails, screws, or adhesives are prohibited. USER will be charged for any modifications or damage to the house systems or the Facility resulting from USER's occupancy. Said charges will be equal to the actual cost necessary to restore the house systems and the Facility to their original condition, plus any gross revenue lost by JPRF attributable to the modifications or damage caused or permitted by USER.
- 7) USER must provide to JPRF written certification that all staging, scenic or decorative elements provided by USER are flame-retardant. USER will not permit or allow the accumulation of litter or flammable material within or around the Facility and will refrain from any other activity which would interfere with JPRF's ability to insure the Facility against fire and other casualty.
- 8) USER will not make any unlawful or offensive use of the Facility. USER will at all times during USER's use or possession of the Facility comply with all local, state and federal laws, rules and regulations.
- 9) USER shall not store in or around or discharge from or onto the Facility any hazardous waste or materials or toxic substances as defined by any applicable federal, state or local law, ordinance or regulation.

B. Fees.

- 1) A deposit of fifty percent (50%) of the Estimated Total Cost of Use as described in *Exhibit A* shall be paid in advance of Event scheduled at Facility in order to reserve use of the Facility. The deposit shall accompany a copy of this Agreement signed by an authorized representative or agent of USER and must be received by JPRF no later than thirty (30) days prior to the Event to reserve the Facility. "Reservation Deposit" shall mean the full amount of the Estimated Total Cost of Use.
- 2) The balance of the Reservation Deposit will be payable fourteen (14) days prior to the scheduled Event, unless extended by JPRF at its sole discretion, exercised in writing, to the first intermission of the Event described in *Exhibit A*.
- 3) In the event that plans for an Event are revised, the parties shall prepare a revised Exhibit A and USER shall pay promptly a revised Reservation Deposit.
- 4) In the event that actual cost of use exceeds the Reservation Deposit, the balance shall be retained by JPRF from the Box Office Receipts as provided in this Agreement. If the Event is one for which no tickets are to be sold, or in the event the actual costs of use exceed the total of the Reservation Deposit and the ticket revenue, JPRF shall bill USER immediately following Event for the balance due, which will immediately become payable in full.

- 5) Notice of cancellation of the scheduled Event must be made in writing and received by JPRF management no later than thirty (30) days prior to the Event to obtain a full refund of the Reservation Deposit. Fifty percent (50%) of the Reservation Deposit shall be returned to USER if notice of cancellation is received less than thirty (30) days but more than fourteen (14) days prior to the scheduled Event. If notice is received less than fourteen (14) days prior to the scheduled Event, one hundred percent (100%) of the Reservation Deposit will be forfeited as liquidated damages. In the event that tickets have already been sold to the Event, the Reservation Deposit will not be returned until thirty (30) days to allow time for refunding tickets. The portion of the Reservation Deposit to be returned shall be reduced by an amount equal to the actual expenditures incurred by JPRF in preparing for the Event, including but not limited to ticket preparation charges and a Refund Handling Fee. If the Reservation Deposit is inadequate to cover expenditures of the Refund Handling Fee, JPRF will invoice the USER for the balance which will become due and payable upon receipt. Upon return of the net portion of the Reservation Deposit as described above, JPRF shall have no further liability to USER.
- 6) USER agrees to, and accepts full responsibility for, securing any and all performance rights from ASCAP, BMI or similar licensing entities and agrees to separately pay all costs associated with securing such performance rights.

C. Technical Personnel.

- 1) Designated JPRF technical personnel must be present at all times during USER's occupancy of the Facility.
- 2) All equipment appurtenant to the Facility including lighting, sound, projection and fly systems must be operated by JPRF personnel.
- 3) USER may, at its option and sole expense, provide its own personnel for the loading and unloading of trucks, and the installation, operation and removal of its own equipment, including lighting, sound, staging and scenic elements. Such personnel shall not be considered, under any circumstance, to be employees, agents or contractors of JPRF.
- 4) USER's employees, agents, contractors, invitees and all other personnel must at all times abide by the rules and regulations governing the use of the Facility as administered by JPRF management and staff.
- 5) If USER is unable to provide its own personnel for a scheduled Event, personnel may be provided by JPRF at JPRF's sole discretion and at rates provided in *Exhibit A*.
- 6) Charges to USER for JPRF personnel shall be consistent with federal, state and local labor laws and shall be based on the following:
 - a) Straight time at JPRF's standard hourly rate for charging out personnel, as provided in *Exhibit A*, shall prevail between the hours 7:00a.m.-11:59p.m.
 - b) Overtime pay (1.5 times the straight time rate as provided in *Exhibit A*) shall apply for time worked by any person between 12 midnight-6:59a.m.
 - c) Overtime pay shall apply for hours worked by any person in excess of eight (8) hours in a day or in any 24-hour period. A day shall be from 12:01a.m. to 12 midnight.
 - d) Overtime pay shall apply for hours worked by any person in excess of forty (40) in a week or in any seven (7) day period. A week shall run from Sunday through Saturday at 11:59pm.
 - e) All personnel required to work to support USER's Event shall be paid for a minimum of two (2) hours work.
 - f) A 10-minute paid rest period must be provided for all JPRF personnel for every four (4) hours of work.
 - g) A 30-minute meal period must be provided for all JPRF personnel for every five (5) hours worked, during which such personnel must be relieved of all duties. If the meal period cannot be taken, the USER must pay a meal penalty equal to one (1) hour of the prevailing wage and provide an appropriate meal for all JPRF personnel so affected.

D. Box Office.

- 1) JPRF shall retain exclusive control over the Cascade Box Office, designated ticket outlets, Box Office personnel and sales revenue. JPRF shall retain sole responsibility for all money resulting from the sale of tickets to any and all Events held at the Facility. "Box Office Receipts" shall include all revenue from sale of tickets, whether sold at the Facility or at other outlets.
- 2) Some of the tickets for all Events held at the Facility for which tickets are to be sold shall be sold through the Cascade Box Office. JPRF, at its discretion, shall determine the proportion of tickets which must be sold through the Cascade Box office and communicate that percentage to USER. Tickets will go on sale on the date specified on *Exhibit B*.
- 3) JPRF reserves the right to establish agencies for the sale of tickets to any Event held at the Facility, in consultation with USER.
- 4) JPRF requires that its House Manager be present at all Events and will charge USER accordingly (see *Exhibit A*, Personnel). JPRF will provide all other Box Office personnel, including ticket takers and ushers, at no cost to USER.
- 5) Tickets shall be computer generated by JPRF. USER shall be charged a Fifty Dollar (\$50) set-up fee for preparation of a proposed seating chart and price structure and One Dollar (\$1.00) per ticket printed. JPRF may establish, at its sole discretion, a per ticket service fee that will be assessed to patrons who purchase tickets to events held at the Facility. Any such service fee will be clearly posted on the Cascade Theatre website.
- 6) USER will be charged actual expenses incurred for credit card transactions and bad check charges.
- 7) JPRF will withhold from sale to the public six (6) tickets at locations selected by JPRF for each performance of each Event, with such tickets to be used by JPRF for its own purposes, and to be clearly marked as "complimentary."
- 8) In the event of cancellation, JPRF shall retain the right to determine the refund process in consultation with USER. The full ticket value shall be refunded at the designated ticket outlet of purchase and shall continue for thirty (30) days following the written notice of cancellation of the scheduled Event. After this thirty (30) day period is over, all remaining funds shall be collected by JPRF. USER will be assessed a five percent (5%) "Refund Handling Fee" on the dollar value of all tickets sold, whether refunded or not, to cover the refund process. The refund Handling Fee shall be withheld from the Reservation Deposit or invoiced to the USER as provided in this agreement.
- 9) Within ten (10) weekdays after the close of an Event for which tickets are sold through the Box office, JPRF will provide to USER a Box Office Summary Report and a final list of costs and charges. JPRF will withhold from the Box Office receipts all amounts payable to JPRF pursuant to this Agreement and will disburse all funds due and payable to USER.
- 10) At JPRF's sole discretion, JPRF may print in batch and consign to USER an agreed quantity of tickets to be offered for sale at outlets and agencies established and controlled by USER. JPRF will charge USER One Dollar (\$1.00) for production of each such ticket, with a minimum of twenty-five (25) tickets to be provided for consignment. In case of such consignment, USER shall retain sole responsibility for all money and transactions resulting from the sale of consigned tickets. Should USER desire that any unsold consigned tickets be offered for sale at the Cascade Box Office, USER must return such tickets to the Cascade Box Office at least two (2) business days prior to the Event. USER will be charged an additional Fifty Cents (\$0.50) for each returned ticket that is subsequently reprinted and sold at the Cascade Box Office.

- 11) In the event of cancellation of an Event for which tickets have been consigned to USER, USER shall be responsible for refunding the full purchase price for such tickets, which process shall continue for thirty (30) days following the written notice of cancellation of the scheduled Event.
- 12) The Cascade Theatre Box Office will be open Tuesday – Friday on non-event days and on Saturdays and Sundays when events take place during hours posted on the Cascade Theatre website. JPRF reserves the right to modify Cascade Box Office days of operation and hours at its sole discretion.
- 13) Any donation made in connection with the purchase of a ticket to an event held at the Facility will be considered as a donation to the JPRF, unless specifically designated by the ticket purchaser to be designated to USER. If a donation is designated as a USER donation, JPRF will forward such donation to USER as part of the event settlement. If USER is a tax-exempt non-profit group, it will be USER’s sole responsibility to document such donations to donor consistent with IRS rules related to charitable giving.

E. Concessions.

- 1) All food and beverage concessions will be operated by JPRF, all costs will be paid by JPRF, and all profits will belong to JPRF.
- 2) Upon approval by JPRF management, USER may offer souvenir items for sale in designated lobby areas only. USER will pay a twenty percent (20%) commission to JPRF on all souvenir sales. An account thereof shall be made available and the commission will be due and payable to JPRF management at the completion of each Event.
- 3) All events will include at least one (1) intermission to be no less than fifteen (15) minutes in length to allow for the sale of concessions. USER may pay an “Intermission Waiver Fee,” as outlined in *Exhibit A*, if it elects not to hold an intermission.

F. Access.

Upon request, and for any and all of USER’s activities in the Facility, USER must provide the resources and services necessary to serve both audiences and performers in compliance with the Americans with Disabilities Act. The cost for such resources and services are the sole responsibility of the USER, and should the USER fail to comply with any such request, the USER shall assume full responsibility for any resulting liabilities. USER will notify JPRF of any special access needs of performers in appropriate section of *Exhibit B* so that accessible restroom and dressing facilities can be arranged. USER will be charged for such facilities as outlined in *Exhibit A*.

G. Security Services.

JPRF reserves the right, at its sole discretion, to require security services and to charge USER accordingly. If USER requires security services, JPRF will provide such services and USER will be charged as provided in *Exhibit A*.

H. Insurance.

At least seven (7) days prior to occupancy, USER must provide to JPRF management a certificate of liability insurance in which the following parties are named as additional insureds for the duration of USER’S occupancy:

- (1) JPR Foundation, Inc., and its directors, officers, agents, employees and volunteers**
- (2) Jefferson Public Radio, and its directors, officers, agents, employees and volunteers**

The combined limits of said policy shall not be less than One Million Dollars (\$1,000,000) for injury to persons and/or damage to property. JPRF reserves the right to cancel Event and retain full amount of Reservation Deposit if certificate of liability insurance is not provided consistent with this provision.

I. Liability.

- 1) USER agrees to provide a legal defense and to indemnify and hold harmless and free from liability JPRF, and JPRF's directors, officers, agents, employees and volunteers and the State of Oregon acting by and through the Oregon State Board of Higher Education on behalf of Southern Oregon University, while acting as such, from and against any and all claims for damages, demands, costs or expenses which USER shall become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons suffered by reason of any act, omission or negligence of USER or arising from any accident or injury in connection with or attributable to the use or occupation of the Facility by USER.
- 2) USER, or persons representing USER, agrees to pay costs incurred in repairing or replacing of damaged Facility equipment resulting from USER's occupancy and/or the conduct of its persons on the premises in connection with USER's Event, whether caused by misuse, neglect or accident.

J. Disruption.

In case the Facility or any part thereof shall be destroyed or damaged by fire or any other cause or is unusable for any reason outside the reasonable control of JPRF, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by JPRF impossible, including without limitation thereto, the requesting of the premises by the United States Government or any arm or instrumentality thereof or local government, or by any reason of labor disputes, then and thereupon this Agreement shall terminate and USER hereby waives any claim for damages or compensation, should this Agreement so terminate. A Reservation Deposit shall be returned pursuant to this Agreement less expenses and handling fees as provided in this Agreement.

K. Custodial.

- 1) Unless otherwise approved in writing by JPRF, all equipment and materials, including but not limited to staging, scenery, lighting and sound equipment, musical instruments, costumes, storage containers, lobby displays, souvenirs, catering equipment and supplies, not owned by JPRF shall be removed from Facility immediately following the final Event.
- 2) Stage and dressing room trash shall be deposited in receptacles provided by JPRF. All stage and dressing room floors shall be left broom clean and all counters shall be washed down. All areas of the Facility shall be left in the same condition in which they were found.
- 3) USER will be charged for JPRF labor necessary to fulfill the custodial requirements and funds to cover such costs will be withheld from the cleaning deposit (see *Exhibit A*).

L. Time of the Essence.

Time of payment and performance by USER is of the essence of this Agreement and delay by JPRF in enforcing any of the terms and conditions hereof shall not constitute a waiver of JPRF's rights to insist upon strict compliance with such terms and conditions in the future.

M. Assignment.

USER shall not enter into an assignment or sublease of this Agreement without first obtaining the written consent of JPRF, which JPRF shall be free to withhold at its sole discretion. Any attempted assignment or hypothecation hereof by USER shall be null and void.

N. Succession.

Subject to the above-stated limitations on transfers of USER's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

O. Applicable Law.

This Agreement shall be construed in accordance with the laws of the State of California. The parties consent that jurisdiction for any litigation in connection with this Agreement or use of the Facility shall occur in the Superior Court of the State of California, for Shasta County.

P. Amendments.

This Agreement may not be amended or modified except in writing signed by all parties.

Q. Arbitration.

If the parties are unable to agree upon any matter relating to the interpretation or application of this Agreement or upon any other issues arising out of USER's use of the Facility, such matters shall be determined by arbitration to be conducted in accordance with the statutes of the State of California relating to arbitration. Either party may request arbitration by written notice to the other. The parties shall have ten (10) days to agree on a single arbitrator, and if they do not, JPRF shall select one arbitrator, USER shall select a second arbitrator, and the two arbitrators so selected shall select a third arbitrator. The decision of the single arbitrator or of the majority of three arbitrators as to such matters shall be final and binding upon the parties hereto. Any arbitration under this paragraph and any trial court proceeding with respect to the arbitration or otherwise shall take place in Shasta County, California.

R. Attorney's Fees.

If it is necessary for JPRF to employ an attorney to construe, interpret, or enforce any of the provisions of this Agreement due to a breach of this agreement by USER, then JPRF shall be entitled to recover from USER reasonable attorney fees and other costs incurred, irrespective of whether any legal proceeding is commenced. If any legal action is commenced, including, without limitation, any arbitration, mediation, or action in any court, including the prosecution or defense of any motion or proceeding in Bankruptcy Court, the prevailing party shall be entitled to recover from the other party costs, disbursements, and attorney fees incurred both at a trial and on appeal. If the legal proceeding results in a monetary judgment, injunction or other equitable relief, the prevailing party shall also be entitled to recover in addition to pre-judgment attorney fees, an amount or amounts sufficient to defray the expense of attorney fees and other costs and disbursements necessary for enforcement or collection of the judgment. As used herein, the term "costs" includes expenses for experts fees, pre-trial and post-judgment discovery, and any other necessary expenses, whether or not they would otherwise be known as "costs and disbursements."

S. Authorization.

Person signing this Agreement on behalf of USER represents and warrants that he or she, without exception or conditions, has all the requisite power and is duly authorized to sign this Agreement on behalf of USER and to legally bind and obligate USER thereof.

T. Counterparts.

More than one counterpart of this Agreement may be executed by the parties and each fully executed counterpart shall be deemed an original of this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

Date: _____

For JPR FOUNDATION, INC.

Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

For USER

Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

Ticket prices:

	Rows (A-L, etc)	Regular \$	Senior \$ (if applies) Age _____	Student \$ (if applies) Age _____	Child \$ (if applies) Age _____	Other \$ _____
M A I N						
B A L C						

Additional ticket outlets: List information if you plan to sell consignment tickets:

Name of Location	Address	Contact Name	Phone

Concessions: All concession sales for events held at the theatre, both public and private, will be conducted by the Cascade Theatre with proceeds retained by the theatre. Private parties and/or meetings which require meals or items in addition to the theatre's standard concession items should be coordinated through the theatre's concessionaire, Showtime Events & Catering / Robbie Cooper at 530-515-1537.

Standard concession needs for private events:

1. Alcoholic Beverages (Beer, Wine, Champagne) _____
2. Soft Drinks _____
3. Food Items _____
4. Popcorn _____
5. No Concessions (a \$250 fee may apply) _____

Set Building: If you plan on building or painting set pieces on the stage or inside the theatre, you will be required to furnish a \$200 deposit.

What's it about? How would you like your event represented by the box office and on our web site?

Who is in it? Are there any performers you want to highlight?

Pronunciation: Do you have any people, titles, or pieces with unusual names?

Performers with special needs: Do any of your performers have special needs? Please let us know if any of your performers require access to a handicapped-accessible restroom or dressing room and they will be provided.

Late seating: Can you suggest appropriate late-seating breaks in the show? Our policy is to seat latecomers in the rear of the house if there is an appropriate moment (subject to seat availability). _____

Pre-show announcements: At curtain time, will there be any announcements from the stage, or will we go straight into the show? _____

Children: Is your show suitable for children? _____
Is there a recommended minimum age for children? _____

Photo session: If this is a children's show, or if it involves local children, do you plan to have a photo session after the performance? _____

Cameras, recorders: Our normal policy is that no recording devices of any sort are permitted in the theater. Check if you wish to permit the use of:

- Yes, cameras are permitted Yes, video recorders are permitted
 Yes, sound recorders are permitted

Official video: Do you plan to make an official video of the performance? If so, where do you want to locate your camera(s)? _____

Will this video be available to the performers? _____

Will this video be available to the audience? _____

Programs: Will you be supplying programs? _____

Complimentary tickets:

- **Please note that we do not hold comps at the box office.** If you wish to give out comps at the event, please provide someone to distribute them.
- If you are giving comps to performers, we suggest a voucher system. You give vouchers or coupons to your company members and then they use these vouchers to "buy" a hard ticket from our box office. This policy enables the holders to choose their own seats and to purchase additional tickets adjacent to their comp ticket. **Note: all vouchers must be approved by the Box Office Manager prior to distribution.**

Lobby setup: If you plan to use lobby displays or to sell merchandise, what are your needs for tables? (We have 6-foot tables.):

Contacts: Whom should we contact for more information?

Name	Position	Phone	Alt Phone	Fax

Ticket authorization: List names of anyone who is authorized to have us print consignment or complimentary tickets or receive ticket sales reports:

Additional ticket outlets: List information if you plan to sell consignment tickets:

Name of Location	Address	Contact Name	Phone

Additional space use*: Please indicate if you wish to use additional space for activities before, during, or after your event (spaces subject to availability). *Additional rental charges may apply.

Audience policies: Please read our ticket insert regarding audience policies. We strive to maintain a consistency of expectations from our patrons.

Other comments: _____

Signature of User's Authorized Representative

Date: