



PHELPS COUNTY CENTER FOR THE PERFORMING ARTS

Professional Agreement

Group or Individual: _____

Representative: _____

Address: _____

City State/Province Country ZIP

Contact Information: _____

Phone

Fax

Email

Production

Title: _____ Ticket Price: _____

Performance Dates : _____ Classification: _____

Performance Time: _____ AM/PM Show Duration: _____ Intermission? N / Y ____min.

Performance Rehearsal: _____ Arrival Date/Time: _____

Travel: _____ Meals: _____ Lodging: N / Y How many persons? _____

Specific Personal Requests: _____

Fee/Payment Structure: _____

This agreement made this ____ day of _____, ____ between the Tassel Coordination Council, herein called Presenter, and _____, of _____ herein called Manager, for the purpose of engagement of _____ at The Tassel Performing Arts Center, at Holdrege, Nebraska.

It is mutually agreed as follows:

1. Obligations of Presenter.

The Presenter agrees to furnish the facility known as The Tassel, situated in the City of Holdrege, Nebraska, for the period of _____ days, _____ nights and _____ matinees, commencing _____ and ending with the final performance on _____, the said facility during said period will be well lighted, heated/cooled and thoroughly cleaned. The Presenter also agrees to furnish the ushers, door attendants, box office personnel, website posting, and usual newspaper and radio advertising. The Presenter agrees to receive the scenery, instruments, properties, and baggage at the loading door of the facility and return the same to the loading door at the close of the engagement. Upon request, artists may enter through the northeast entrance closest to the dressing rooms.

2. Obligations of the Manager.

The Manager agrees to furnish The Tassel with all rights to performances presented during this engagement. All efforts will be made to present a high quality and professional performance to the best of the artist's abilities, also furnish all necessary perishable properties necessary for the performance.

3. Division of Receipts/Payment.

It is mutually agreed that the gross receipts from the sale of tickets for said engagement shall be divided as follows: The Tassel, Presenter, to receive _____ percent of gross receipt; _____, Manager, to receive _____ percent of the gross receipts. Complimentary list is to be mutually agreed upon. All additional advertising for this engagement to be

shared pro rata upon agreement. The Tassel shall pay the Manager the sum of \$ _____ for the engagement in the following manner: _____

4. Observance of Laws.

The Manager agrees to conform to all federal, state and local laws, orders and regulations applicable to the performances to be given under this contract. Further, the Manager agrees that all members of the company shall abide by the same, including the rules, discipline and respect for The Tassel, the community and the government for the duration of their stay in Holdrege. Rules specific to The Tassel include the following:

- The possession, consumption, or use of any alcoholic beverage or controlled substance is forbidden by law while in the facility or on surrounding grounds.
- **NO smoking** is permitted anywhere in The Tassel Performing Arts Center building, unless it is required as part of the performance, and with the expressed permission of the executive director.
- The consumption of food and beverage is limited to the lobby and green room areas. Food and/or beverage is allowed on stage if required for the performance and with the expressed permission of the executive director.
- Any potentially disturbing experiences that are part of the performance, such as a gun shot or anything projected toward the audience must be reported to the executive director in order to notify the public.

Holdrege Public Schools, the Tassel Coordination Council, and its agents reserve the right to refuse scheduling a performance or event space to any group or organization for lawful reasons.

5. Accidents.

If from uncontrollable incidents or accidents either party is prevented from fulfilling the terms of this agreement, either not party will be held liable for any damages whatsoever.

6. Insurance.

The Holdrege Public Schools maintain liability insurance for the facility. Liability insurance for the company and the audience in attendance is the responsibility of the performing group or individual. The Tassel Coordination Council requires such insurance for every performance. If the group or individual does not hold such insurance, it may be supplied through the Tassel Coordination Council for an additional fee. Insurance may be waived at the discretion of the executive director.

7. Hold Harmless Provision

Any group or organization using The Tassel shall leave the Holdrege Public Schools, Holdrege School Board of Education, the Tassel Coordination Council or the individual members thereof, and any school or Tassel officials or employees free and without harm, from any loss, damage liability or expense that may arise during, or be caused in any way by such use of occupancy of The Tassel. The Manager will be responsible for reimbursing The Tassel for any breakage or damage to the property incurred on the part of neglect or misuse by any member of the company. In the event of property loss or damage to the facility incurred as a result of the use of The Tassel by the company or the Manager, the amount of damages shall be determined by the executive director of the facility.

8. Terms and Conditions.

No event shall be considered finalized until this agreement is completed with an original signature by the Manager or representing agent. Any additional terms shall be supplied in an addendum if necessary. The below signed representatives agree to follow all policies and procedures set forth for the use of The Tassel.

Presenter Representative

Signature of Presenter Representative

Date

Manager/Representative (Name Printed or Typed)

Signature of Manager/Representative

Date

Group or Individual



Use of the Baldwin Grand Piano Agreement **The Tassel Rental Agreement Supplement**

The Holdrege Concert Association (formerly Holdrege Community Concert Association) Board of Directors has set the following regulations for the use of their concert grand piano by other individuals and organizations. Because of the unusual historical value of this piano and its superb condition, the Board feels it necessary to enforce strict guidelines for its use to protect its value and their investment for years to come.

1. The fee for using the piano shall be \$100 per performance or day and may include one rehearsal. The rehearsal may be on the day of the performance or the day preceding the performance. If more rehearsals are desired, the other available piano shall be used.
2. The fee for using the piano shall be paid to The Tassel at the same time as the building deposit and/or other fees are paid. The executive director shall ensure that the renter has access to the piano as agreed upon and that the renter follows the guidelines as outlined within this agreement.
3. The renter shall be financially responsible for any damage to the piano while in their use.
4. A representative from The Tassel, such as the custodian or executive director, or a representative from the Holdrege Concert Association, such as the stage manager, shall be available upon notification to supervise the moving of the piano from the locked storage area to the stage. The same procedure shall be used in reverse after the performance. At this time the representative will check for any possible damage, and if found, report the same to the President of the Holdrege Concert Association Board.
5. Nothing shall be placed on the piano except music or a microphone at any time. This includes food, drink, a vase of flowers, plants or anything that contains liquid, or anything that could scratch or otherwise damage the piano surface.
6. The protective cover shall remain on the piano while it is being moved or when it is not in use (such as overnight).
7. The piano may not be modified in any way without the permission of the Holdrege Concert Association president or stage manager. This includes the removal of the lid, music stand or any other part of the piano or piano bench.
8. The renter shall be responsible for and pay for the tuning of the piano before their performance if they so desire. The Holdrege Concert Association has the piano tuned every time it is to be used (approx. 3 to 4 times a year). The executive director can provide names of qualified piano tuners in this area.
9. Signing this agreement indicates the renter will abide by these guidelines.

REQUESTED DATE (S) FOR USE: REHEARSAL _____ PERFORMANCE: _____

NAME OF ORGANIZATION: _____

SIGNATURE OF CONTACT PERSON: _____ DATE: _____