



Campbell County Public Land Board (CAM-PLEX)

1635 Reata Drive, Gillette, WY 307-682-0552 www.cam-plex.com (307-682-8802 Ticket Office)

HERITAGE CENTER THEATER USE AGREEMENT (Page 1 of 2)

This Agreement is dated September 18, 2018, by and between Campbell County Public Land Board, referred to as **CAM-PLEX**, and **CCSD**, referred to as **USER**. CAM-PLEX grants a permit for USER to occupy the following locations:

CAM-PLEX Heritage Center Theater for the specified dates and times stated on the contract attachment and for no other purpose:

CCSD School Performance _____ **(list school)** on _____ **(date)**.

PAYMENTS, including After Event Payment: USER (each school) shall pay a fee of **\$135** for facilities rent and equipment to be paid no later than 30 days after performance.

After Event Payment: CAM-PLEX will provide USER with an invoice for additional services, fees, and equipment used and/or requested by USER; including non-reusable supplies such as fog juice, tape, batteries, etc. Additional fees may consist of: A) Ticket fees; B) Any damages that occur by the User or its participants during rental times; Final payments is due within 30 days. A finance charge of 1½ % per month will be charged on balances over 30 days upon billing plus collection costs, plus reasonable attorney’s fees, if required.

TICKETING: CAM-PLEX shall print tickets for sale and distribution for the events covered by this agreement, unless otherwise agreed to in writing and attached to this contract. For all requested tickets by the Event Coordinator, the USER will be billed for the printing and handling costs. After each event, CAM-PLEX shall submit to USER an itemized and detailed account of ticket sales and shall remit to USER such funds after deduction of all ticket office expenses as provided for in this agreement. USER agrees that CAM-PLEX shall be the sole agent for the sale of tickets to the events or performances specified herein, and neither the USER nor any of its agents shall sell any tickets without the written permission of CAM-PLEX.

THEATER USE: For rehearsals and stage work, USER will have access to the stage, backstage wings, house, green room, and chorus dressing rooms. Excluded areas include shop behind stage, and all CAM-PLEX offices. Two star dressing rooms are available for additional rental rates. During performances or public events, USER will have access to the lobbies, public restrooms, and parking lot. The USER will receive the use of CAM-PLEX standard house lighting and sound as defined in Heritage Center General Use Policies and operated by the included CAM-PLEX Technician. CAM-PLEX will provide one technician and one House Manager. Technician may work 12 hours per day with three – 15 minute breaks and two – 30 minute breaks. Additional hours will be billed to USER at an hourly rate. CAM-PLEX will not provide Ambassadors for CCSD School Performances.

TELECOMMUNICATIONS: USER shall not televise or broadcast USER’s performance or event without written approval of CAM-PLEX; and agrees to pay CAM-PLEX an additional fee agreed upon by Heritage Center Theater Manager and, in addition thereto, pay all costs in connection with the recording, televising or broadcasting of the event or performance. Any recording must meet Federal Copyright Laws and are subject to such fees as required by law for ASCAP, BMI, etc.

SETUP NEEDS: No later than two months prior to event, the USER will provide CAM-PLEX with detailed facility/room needs. Modifications in set up can be made up to one (1) week prior to rental date. Requested changes after this time are subject to staff and equipment availability and charges may apply.

CERTIFICATE OF INSURANCE: USER shall furnish a Certificate of Insurance in which waives all rights of subrogation against Campbell County Public Land Board (CCPLB), AND names CCPLB as an additional insured in the following amounts of Combined Single Liability (CSL): \$500,000 (Non-Profit Users). The CSL Certificate shall be submitted to CAM-PLEX no later than 10 days prior to the first date of use for the CCSD school year. CAM-PLEX reserves the right to cancel an event if CSL Certificate not received as required.

SCHEDULING OF FUTURE EVENTS: CAM-PLEX will not automatically reschedule events. CAM-PLEX will provide the CCSD Facilitator a list of available dates for planning the upcoming school performances schedules. Otherwise, USER is responsible for requesting future dates for events in accordance with the CAM-PLEX Rental Guide scheduling policies.

This agreement cannot be assigned, pledged or encumbered without the written approval of CAM-PLEX Management. No verbal representation or promise of any nature, not covered by this agreement, has been made by either party to the other. Agreements not covered in the printed agreement will be covered by a contract attachment or addendum, which will be signed by both parties. IN WITNESS WHEREOF the parties hereto have signed and agree to all terms and conditions stated on this two page agreement:

USER _____ **CAM-PLEX:** GENERAL MANAGER _____
Date MARKETING MANAGER _____

SCHOOL: _____

PHONE: _____



USER RESPONSIBILITIES:

- **Federal, State, City, & County Laws:** USER will provide, at its expense, all necessary licenses and permits for proper conduct of its event. USER will collect, report, and pay any federal or state taxes or admissions. USER will not conduct, nor permit to be conducted, any business, or permit or commit any act which is or may be contrary to, or in violation of any laws of the United States, State of Wyoming, City of Gillette, or Campbell County.
- **No Smoking (includes electronic cigarettes):** By Policy, CAM-PLEX facilities are non-smoking which includes electronic cigarettes. USER agrees to assist in the enforcement of this policy by making periodic announcements.
- **RESTRICTIONS:** The following are not allowed without the written approval of the General Manager. Enforcement is solely USER'S responsibility. Non-compliance may result in termination of agreement, loss of future privileges, or fines.
 - **Dogs are not allowed in any building**, with the exception of service animals as required by the American with Disabilities Act. Dogs can be on grounds if on a leash, and owners must clean up after their pets.
 - **Rollerblades, scooters, bicycles, balls, loose flower petals, confetti, sunflower seeds, chewing gum are not allowed. In addition any food that may drip juice or sauce such as chocolate, champagne or BBQ fountains are not allowed in the lobbies. Red wine may be served in the lobbies with an additional \$500 deposit is paid, which will be used at the discretion of CAM-PLEX Management for professional carpet cleaning if needed.**
 - **Glass drinking containers and illegal substances are not allowed.**
 - **CAM-PLEX equipment cannot be taken off grounds.**
 - **Fireworks or pyrotechnics are strictly prohibited. Only fire retardant decorations are allowed. Candles may be used in the lobbies only if floating in water or hurricane style.**
 - **Painter's tape is the only adhesive item allowed in or on CAM-PLEX facilities and equipment. User is responsible for removal and damage and damage.**
 - **CHILDEN SUPERVISION:** All children (age 18 and under) shall be supervised at all times. Music teachers, directors, accompanists, and any other adult who is actively participating with the event may not be considered a chaperon. At no time will children be left unsupervised. If proper supervision is not provided by User, CAM-PLEX will provide care at the User's expense. One adult chaperon per 25 children is required.
 - **EVENT WORKERS:** USER will provide, at its expense, ticket sellers, ticket takers, and ushers, as well as parking attendants, security, and law enforcement desired or required by CAM-PLEX.
 - **FOOD/BEVERAGE SERVICES:** CAM-PLEX retains exclusive rights to all concessions operated at CAM-PLEX except under special agreement between USER and CAM-PLEX. USER must inform CAM-PLEX of all food and liquor concession plans. All food operators must meet the WY Department of Agriculture Food Establishment License Requirements (State Health Permits), including caterers, concessionaires, and booth vendors. Cooking of fried foods outside of the concession rooms is not allowed. CAM-PLEX reserves the right to close any concession or liquor service area for cause.
 - **LITTER:** USER is responsible to control and remove outside litter from their usage of CAM-PLEX Properties, including the parking lot and grass areas. If it appears excessive litter is present (at discretion of CAM-PLEX staff) an additional clean up fee will be charged.
 - **NO REPAIRS, ALTERATIONS, ADDITIONS, OR IMPROVEMENTS** to CAM-PLEX properties will be made or work commenced without CAM-PLEX management's prior written approval.

CAM-PLEX RIGHTS: Staff Right of Entry: Any identified CAM-PLEX employee or official of CAM-PLEX will have free access to any and all parts of facilities leased or occupied by USER. **Event Cancellations:** If the USER cancels an event less than two months prior to the first usage day, the USER remains responsible for the full facility rent, unless an alternate date is available and scheduled. In addition, all additional costs associated with the event may be the responsibility of the USER. If USER violates any terms or agreement violation, such violation may cause a forfeiture of all monies paid to CAM-PLEX in advance, and may result in the cancellation of this agreement by CAM-PLEX. It is further agreed that CAM-PLEX shall have first lien on all ticket office receipts to cover all payments due it under this agreement. Upon cancellation, CAM-PLEX reserves the right to require immediate vacation of facility. **Scheduling:** CAM-PLEX reserve the right to refuse, cancel, change room commitment or reassign space of any and all use contracts, where it is deemed necessary for the best interest of CAM-PLEX. **User's Equipment:** CAM-PLEX staff has the right to refuse the use of equipment brought in by the User that appears to be unsafe including but not limited to scenery, props, sound and lighting. **Abandoned Property:** Should any property remain in the facilities or on the grounds after termination, CAM-PLEX may consider the items as abandoned; and may charge User for costs incurred in the removal thereof. If items appear to have significant value, CAM-PLEX will notify User. Lost and found articles are kept for 15 days, after which time any unclaimed articles will be donated. **Non Waiver:** The failure of CAM-PLEX to enforce any term or condition of this agreement shall not be deemed a waiver of a subsequent violation of the agreement. **Videotaping:** CAM-PLEX may film 30 seconds of each event for archive & YouTube event compilation.

EXCLUSIVE POURING RIGHTS with Wyoming Beverage, Inc: CAM-PLEX has an exclusive pouring rights agreement with WY Beverage, Inc., (Pepsi-Cola Distributing), 2201 East Boxelder, Gillette, WY, 307-685-2404, that provides benefits to further CCPLB mission. **USER agrees to purchase all beverages to be sold in and on the CAM-PLEX Facilities directly from WY Beverage, Inc. The USER also agrees to ensure all vendors or anyone using space shall follow this exclusive pouring rights policy.** Beverages are defined as non-alcoholic drinks, including but not limited to carbonated & non-carbonated soft drinks, energy & juice drinks, mixers, teas, sport or isotonic drinks, & bottled waters. USER shall use only soft drink logos, cups, etc. for the above beverage products sold, promoted, or advertised at CAM-PLEX. If User is giving away waters or drinks with no monetary benefit, these products do not need to be purchased from WY Beverage, Inc. USER shall pay any and all damages sustained by CAM-PLEX resulting from the breach of this clause.

INDEMNIFICATION: User shall INDEMNIFY, SAVE, AND HOLD HARMLESS CAM-PLEX Management, Campbell County Public Land Board, City of Gillette, Campbell County Commissioners, and all employees, agents and volunteers from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to person or damages to property or any other injury, claim, damage, loss, cost or expense arising from the event. USER assumes all risk in the event of damage to property and loss by theft or otherwise of the fixtures, appliances, or other property of the USER, its exhibitors, contestants, performers, employees, and no claim will be made against CAM-PLEX, Campbell County Public Land Board, City of Gillette, Campbell County Commissioners, or all employees, agents and volunteers of each. This agreement may be terminated by CAM-PLEX if the premises leased shall be destroyed or become unusable because of fire, or any other cause. USER waives any claim, damages or compensation which might arise by reason of such termination.

USE OF FACILITIES: USER leases the facilities in an "as is" condition. User may inspect the facilities with a CAM-PLEX Staff member prior to use to verify the facilities are in good order and repair. If the facilities are not returned in satisfactory condition as determined by CAM-PLEX management, the amount required to restore facilities to condition as originally received, ordinary wear and tear expected, will be paid by User or deducted from deposit. **PARKING LOTS** are for attendee vehicle parking with no charge, unless the parking lots are used for event related activities including vehicle display/sales. **VACATING THE PREMISES:** USER is responsible to observe their time allowed and must vacate when usage time has ended. Entering facilities early or vacating late will result in USER being charged a minimum of double the rate per hour for any hour or fraction of an hour that USER occupies CAM-PLEX facilities in excess of this contract.