

920-683-1937 / Box Office: 920-683-2184 / FAX: 920-683-0272

Rental Contract

(Check applicable classification)

- Nonprofit organization: Friday, Saturday, Holiday _____
- Nonprofit organization: Sunday-Thursday _____
- Local For profit organization: Friday, Saturday, Holiday _____
- Local For-profit organization: Sunday-Thursday _____
- Non-local For-profit organization: Friday, Saturday, Holiday _____
- Non-local For-profit organization: Sunday-Thursday _____

Other: (Special rental w/o box office, etc.) _____

ARTICLE A: EVENT INFORMATION

This agreement made on _____ between the **Capitol Civic Centre, Inc. (CCC)** and _____ for use of the Capitol Civic Centre for the presentation of _____ on _____ at _____ (insert time): _____.

Load-in is at (insert date and time): _____

and load-out will take place immediately following the performance on _____.

Rehearsals will take place on (insert dates and times): _____

Desired "on-sale" date for tickets: _____

ARTICLE B: RENTAL AND PAYMENT

Rental of the CCC is subject to the following terms and conditions:

1. Payment of rent on _____ is equal to _____ per all tickets issued, regardless of types, whichever is greater. Rent includes use of the identified areas of the CCC along with necessary venue staff to operate the event, with the exception of box office personnel (See Article C) and technical personnel (See Article D).
2. Presenter shall be charged \$30 per hour for rehearsals on non-performance days. This rate is inclusive of building access, utilities, and one staff person. CCC Staff must be present at all times presenter is on the premises. Schedule must be approved by CCC Technical Director. This same rate applies to any activities of a non-rehearsal nature taking place outside of CCC business hours.
3. There is a \$150 utility fee per performance; maximum \$250 per day (for 2 or more performances).

4. The performance and rehearsal dates shall be considered tentative until a \$500 deposit has been made, and the contract jointly executed by both the Presenter and the CCC. Unless agreed to otherwise in writing, the deposit must be returned to the CCC with the contract. As a matter of practice, the CCC will waive the deposit requirement of a continuing Presenter/rental relationship.
5. If the event/performance is cancelled for any reason within ninety (90) days of the event/performance date, the deposit will not be refunded.
6. Other fees which, if utilized (related to equipment, supplies, and additional space) are listed on Page 3 of this document.
7. Presenter is responsible for the Wisconsin Entertainer's Tax, applicable to out-of-state talent, over a designated fee threshold, hired by Presenter
8. The CCC reserves the right to assess a \$15 per hour, per person cleaning charge to the Presenter, plus costs of any special cleaning products purchased or equipment rented, if the stage, dressing rooms, or related areas are deemed to be excessively dirty or littered after a performance or rehearsal. This includes glitter, balloons, food items, makeup, and trash.

ARTICLE C: BOX OFFICE (Applicable to ticketed rentals with Box Office services)

1. All ticket proceeds received by the CCC box office on behalf of the Presenter are deposited into a General Box Office Trust Account with the CCC's business bank, and tracked at the CCC by the Presenter's name and event. Ticket sales reports can be sent to the Presenter automatically as scheduled, once requested.
2. A Box Office Service Fee of \$2.75 per ticket is applied to all tickets issued, regardless of type, as part of rental contracts. The Rental Fee and Box Office Fee are to be built into the Presenter's ticket price. Presenter pays CCC from these funds, which are held in trust by the CCC. This fee covers cost of box office services, software, ticketing, and personnel.
3. The Box Office Service Fee must also be included in the pricing of tickets used for season packages and tickets checked out for other ticket outlets, when such an arrangement has been approved for a specific production.
4. The CCC will waive the \$2.75 per ticket Box Office Fee on up to 50 tickets per production (whether the production covers one or multiple performance dates), to be issued by Presenter as "Comp" tickets. Please coordinate comp ticket requests with the Box Office well in advance of performance. Presenter may request additional comp tickets, but the Box Office Service Fee will be applied, and accounted for as part of the show settlement.
5. A \$2 per ticket CCC Preservation Fee is added to the transaction after Sales Tax has been calculated. Sales Tax and the Preservation Fee are not built into the Presenter's ticket pricing, but is paid directly by the customer at their point of purchase, whether at the box office, on the phone to the box office, or through our online box office, as will any applicable phone or Internet handling fees. To minimize patron concerns, the CCC urges that Presenter inform patrons that pricing is "*Ticket Price plus taxes and fees.*"
6. The Wisconsin State Sales Tax (presently 5%) is applied to the ticket purchase before Preservation Fee and any other handling and processing fees are determined.
7. All of Presenter's tickets must be issued through the CCC's ticketing service, whether tickets are printed through the box office or from the CCC online sales portal via personal printers.
8. Unless otherwise agreed upon between Presenter and CCC, all performances are sold with reserved seating.

9. Ticket on-sale date is determined following execution of this general contract. Information for Presenter's tickets (***see General Information/Event Fact Sheet***) must be provided in writing to the CCC at least two (2) weeks prior to the requested "on-sale" date.
10. Depending upon the nature and size of an event, and at the discretion of the CCC, the CCC will automatically set aside 4-12 House Seats to deal with any ticketing or seating problems during a performance.
11. Any payment due to renter from the box office trust account will be sent within fourteen (14) working days of the performance. Early withdrawal of any applicable Box Office Trust Account receipts must be submitted in writing within five (5) working days before the performance.

ARTICLE D: TECHNICAL/OTHER FEES & INFORMATION

1. Unless otherwise agreed to between Presenter and CCC Technical Director, a preliminary technical/production meeting is to be held no less than twelve weeks prior to the event date(s) to determine needs, requests, concerns, and what the CCC and Presenter respectively can and cannot do in relation to the event. Unless otherwise agreed to between Presenter and CCC Technical Director, a follow-up meeting between the Presenter and the CCC's Technical Director, and selected CCC operational staff, is to take place no later than eight weeks prior to the event to address details that need resolution and/or further planning.
2. The CCC's Technical Director will coordinate and oversee all technical-related schedules and operations on the premises. Any additional labor, services (including piano tuning services), equipment, accommodations or material required to fulfill Presenter's needs must be approved by the Technical Director, though shall be the financial responsibility of the Presenter. However, as agreed-upon, such arrangements may be arranged through the Technical Director.
3. The following are provided at no cost as part of the rental agreement:
 - a. ONE SUPERVISING TECHNICIAN. CCC will determine the assigned supervisory personnel for each rental, this role being assigned to or assigned by the CCC Technical Director. The Supervising Technician's responsibility is to oversee technical and building operations, integrity, security and safety during any rehearsals, and oversee technical operations during performances; provide technical support and direction on CCC equipment and systems; be the chief event liaison to the Presenter; and support the Presenter in achieving their technical & production goals.
 - b. The CCC Supervising Technician or designate will be present at all times Presenter is working in the venue.
 - c. CCC'S STAGE LIGHTING INSTRUMENTS AND CONTROL SYSTEM (except where additional charges apply below) and basic lighting plot and programming.
 - d. CCC'S HOUSE PA AND CONTROL SYSTEM, with any supplemental equipment available, except where additional charges apply (below).
 - e. STAGE, FLY SYSTEM, BACKSTAGE AREAS: as supervised by Technical Director.
 - f. FOR RENTALS INVOLVING THE THEATRE: All dressing rooms, Green Room, podium, scrim, Mertens Family Lobby/Kadow Movie Museum (pre and post show only), loading dock, and the 2nd floor Green Room Annex (upon request).
4. Additional Technical Personnel:
 - a. Operating technicians for lighting, sound, spotlights, backstage, etc., are charged at \$10 per hour if supplied by the Capitol, and are coordinated by the Supervising Technician. The need for operating technicians during rehearsals and performances is based upon the demands and complexity of each Presenter's event.
 - a. The Capitol will also train Presenter's personnel in basic tech functions to defray Presenter expenses.
 - b. The roster of CCC on-call technical support personnel varies greatly; certain technical specialties may not always be available directly from the CCC. In such instances, the CCC will provide assistance to the Presenter in securing qualified external support for the Presenter's event, billable to Presenter. Regardless of whether technical support originates from the CCC, from the Presenter, or an external

entity, all technical operations fall under the oversight of the Supervising Technician and Technical Director.

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| Hourly Labor: Technical and Custodial | Any hourly labor from this menu is rounded up to the closest quarter hour increment. Quoted hourly rates subject to change if minimum wage increases within the timeframe of this agreement |
| Operating technicians & stage crew (rehearsals and performances), or needed custodial crew | \$10.00 per hour per person (Overtime charged as applicable to labor laws.) |
| Orchestra Pit Cover Removal (and replacement) | \$150 per event |
| Spotlights | \$10 each per day of use; operators additional per labor rates stated above |
| Moving Lights (2) | No charge to use fixtures owned by CCC; set-up and programming to be charged at tech hourly rate. |
| Special requests | At cost plus shipping |
| Steinway Concert Grand Piano (9') | \$100 - plus cost of tuning (generally \$100-\$130), if requested |
| Steinway Baby Grand Piano (7') | \$50 - plus cost of tuning (generally \$100-\$130), if requested |
| Setup of sound shell, platforms, chairs, music stands, and choral risers | Charged at cost of labor used. Due to liability issues, only CCC labor may set-up the sound shell |
| Wireless body mics (up to 16) | \$6 per day (per unit) or \$20 per week (per unit) - batteries not included |
| Wireless hand held mics (up to 4) | \$6 per day (per unit) or \$20 per week (per unit) - batteries not included |
| Projector only - no design, computer or source included | \$150 per day or \$350 per week |
| Video Screen 16' x 21' | No charge |
| Batteries for wireless mics | Cost for one new battery per mic, per performance |

1. Presenter shall be liable for any damage caused to equipment owned or rented by the CCC and used by the presenter in its production
2. Microphones damaged by makeup or misuse will be billed to Presenter at a cost of \$250 each.
3. The CCC must approve all technical/external services to be provided by third parties on behalf of the Presenter.
4. The CCC Technical Director must approve all electrical connections and other lighting, sound, rigging, and technical installations. All sound and lighting equipment will be operated in areas designated by the CCC Technical Director.
5. Presenter shall receive permission from the CCC if they intend for any live television, radio or video transmission, broadcast or taping of its event. Compliance with copyright laws is the responsibility of the presenter.

ARTICLE E: LIABILITY INSURANCE

1. The Presenter must supply the CCC with a Certificate of Liability Insurance insuring the presenter and naming the CCC as an additional insured under a policy of General Comprehensive Liability Insurance as manager or lessor of leased premises” with minimum limits of \$1,000,000 per occurrence on a primary non-contributory basis and including a waiver of subrogation.
2. If the Presenter does not have liability insurance, the Presenter may request to be listed as an additional insured under the CCC’s General Liability Insurance Policy at cost. Presenter must then work with CCC to ensure insurance is procured and in place as required.
3. The Certificate of Insurance must be secured and in effect one-week prior to the first formal activity at the CCC by Presenter in relation to the covered event, and shall remain in full force and effect for all performances, rehearsals and any other times covered by the rental agreement.
4. The CCC provides limited short-term and long-term storage of property and equipment belonging to multiple presenters at no charge. Presenters are responsible for ensuring their applicable assets are neatly stored within parameters provided by CCC, including a required 2’ clearance from sprinkler heads. Presenters are responsible for maintaining any desired insurance on the items stored temporarily or long-term at the CCC. The CCC assumes no responsibility for damaged or missing Presenter property unless the result of direct negligence by the CCC. Presenters will remove any and all property stored at the CCC as requested by the CCC.
5. For reasons that would be stated for individual shows based upon the assessment of the CCC during the event planning process, the CCC may require the Presenter to provide additional liability insurance and/or applicable professional certifications for exceptional production elements.

ARTICLE F: EMERGENCIES, INCLEMENT WEATHER, CANCELLATION, and TERMINATION

1. EMERGENCIES: CCC has various protocols in place to deal with a wide range of emergencies: tornado warnings, power failures, medical crisis, evacuations, etc. These protocols are activated and administered, if needed, by the Executive Director, or by the CCC’s “Staff on Duty” or “Tech on Duty,” and assisted by all available professional and volunteer CCC staff.

Situations could occur in which performances have to be delayed, or stopped, in which audiences and show personnel have to be evacuated, and in which emergency services respond. In such situations Presenter will be consulted as is feasible, but the responsibility for dealing with the emergency is that of the CCC staff, and the CCC staff will make the determination of what emergency procedures must be activated.

Emergency situations involving Presenter’s personnel will be addressed by both the Presenter and the CCC as appropriate.

2. NON-WEATHER CANCELLATIONS: Regarding any other circumstances (non-weather) in which Presenter must cancel the rental date, and assuming it cannot be rescheduled, the following conditions apply—
 - a. The Box Office will refund the full amount of each ticket purchase to each purchaser.
 - b. However, Presenter will still be liable to CCC for the \$2.75 Box Office fee on each transaction.
 - c. Any hard costs incurred through the rental usage outlined in this agreement would be due up through the point of cancellation.
 - d. If the cancellation is more than 90 days from the scheduled event date, the deposit (if in place) will be converted toward the Presenter’s obligations.
 - e. If the cancellation is less than 90 days from the scheduled event date, the deposit is forfeited in addition to the other moneys due to the CCC.
 - f. If rescheduled to another date, the Presenter may incur additional costs that may need to be duplicated by CCC.

3. INCLEMENT WEATHER CANCELLATIONS: Occasionally inclement weather can occur on the day of CCC events. The CCC and those who rent the CCC as presenters of entertainment may be under various connected contractual agreements which must be part of decisions to cancel due to weather.
 - a. Regarding Presenter contracts which are complete in their coverage of all involved parties (i.e. local performing groups that are not contracting additional performing artists), any decision to cancel will be made jointly between the Presenter and the CCC based upon conditions and personnel considerations.
 - b. For Presenters presenting external performing artists and shows (i.e. Presenter has contracted performers for artistic services in the CCC)—
 - i. If the Artist and necessary equipment arrive before the inclement weather, they would perform as scheduled, fulfilling their contractual obligations to the Presenter. The Presenter is, therefore, obligated to pay them per the terms of the contract between Presenter and Artist. As the CCC and Box Office, in this case, no refund of ticket purchase price can be made, even if ticket-holder is unable to attend due to the weather.
 - ii. If the Artists is unable to reach the area due to the inclement weather, the program would be canceled by the Presenter (in consultation with the CCC), or alternatively postponed and rescheduled at a later date (in consultation with the Artists and the CCC).
 - c. With a cancellation, ticket cost and sales tax are refundable in exchange for tickets being returned. Box office fee to the Presenter is not refundable.
 - d. With a postponement and rescheduling, existing tickets will be honored for the new date or new tickets issued at the option of the Presenter of the show. However, the Box Office will grant refunds to patrons that cannot attend the new rescheduled date.
4. CCC TERMINATION: If the theatre or any part of the building should be damaged or destroyed by fire or any other cause, or if any other casualty or other unforeseen occurrence is of sufficient consequence to impair or prevent the fulfillment of this contract by the CCC, the CCC may terminate this contract, refunding all applicable rental moneys paid toward the contracted date held in trust by the CCC. Under such conditions as described here, all ticket purchases would be refunded and the CCC would refund the Presenter all relevant Box Office Fees, as well.

ARTICLE G: AGREEMENT

In signing this document, Presenter understands that, unless otherwise agreed-upon by CCC and Presenter, Presenter and CCC will adhere to the terms and conditions of the RENTAL CONTRACT and ADDENDUM.

Upon execution of the contract, please return the complete document to the CCC for processing.

The standard contract addendum is included following this signature page. After reading, Presenter is to initial the addendum where indicated on the final page.

CAPITOL CIVIC CENTRE, INC.

PRESENTER ORGANIZATION NAME:

Matthew Schliesman, Executive Director

Signature

Print Name

Date

Date

CAPITOL CIVIC CENTRE CONTACTS:

- Peggy Krey, Administrative Services Director (Contracts Administrator);
peggyk@cccshows.org / 920-686-6421
- Lori Kirby, Marketing Director; lorik@cccshows.org / 920-686-6424
- Melyssa Behnke, General Services Director (Box Office); melyssab@cccshows.org / 920-686-6436
- Chad Schwalbe, Technical Director; chads@cccshows.org / 920-686-6430
- Matthew Schliesman, Executive Director; matts@cccshows.org / 920-686-6420

(Updated/Approved: July 2018)

Rental Contract Addendum

The following terms and conditions are binding in relation to all rental contracts issued and executed by the Capitol Civic Centre (CCC) and Presenters.

A copy of this addendum will be found on the CCC website, and will be included with every rental contract.

GENERAL INFO

1. The Capitol Civic Centre, Inc., a 501(c)(3) mission-driven nonprofit corporation, governed by a board of directors and managed by a professional staff, owns and operates the historic CCC complex as a center for performing arts and community events. The CCC is committed to this community's quality of life and downtown economic integrity, and approaches its mission with the highest standards possible.

Any on-stage or behind-the-scenes conduct detrimental to the Capitol Civic Centre and its mission is prohibited.

2. The second floor of the CCC Annex (above the Green Room) can generally be made available at no extra charge for Presenter's with on-stage events, but must be formally requested at least two-weeks in advance. It is not available on a stand-alone rental basis.
3. The Salutz Family Lobby (areas in front of and in the coat room, and all lobby areas) are not rehearsal areas. The Mertens Family Lobby/Kadow Movie Museum, Green Room and Annex can be available for rehearsals if requested in advance.
4. Unless the following specific information is stated by Presenter as part of a live curtain speech, the CCC will play an announcement immediately prior to "curtain" with *general venue safety information, and announce restrictions regarding photography, recording, phones and electronic devices.*
5. Any requested exceptions to specific conditions presented within this agreement can only be approved by the Capitol Civic Centre Executive Director or authorized designate.

CCC WILL FURNISH AND BE RESPONSIBLE FOR—

1. The CCC will furnish at its own expense:
 - a. Adequate heating or air conditioning when required by the season for during show times, rehearsals or otherwise at the discretion of the CCC.
 - b. Adequate lighting for ordinary use.
 - c. Water from the City of Manitowoc - water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose.
 - d. Ordinary cleaning, such as is made necessary on account of the public and to keep the premises in a clean and sanitary condition.
 - e. A venue ready for occupancy by the Presenter as scheduled (CCC will advise Presenter of any obstacles due to overlapping use of the venue).
 - f. Unless otherwise agreed upon, relevant CCC operational staff – ushers, security, concessions, coat-check, house management, box office, technical, and CCC management oversight – as needed based upon the size and nature of given events.

2. Wireless passwords are shared by CCC on an “as-needed” basis for work relating to the Presenter’s event.
3. The CCC provides “hearing amplification” devices that individual patrons may check out at the Box Office.
4. The CCC provides a “drop-off zone” in front of the theater for CCC guests, occupying the two parking spaces directly in front of the Mertens/Kadow Room and the Marquee.
5. The CCC staff has the right to control or expel any individual or group violating building use policies. Further, for the protection of the Presenter and the CCC, the CCC reserves the right to limit or prevent the access of any individuals or companies with whom the CCC has justification to restrict from its property.
6. The CCC does not have a lockable storage area available for external groups except by special arrangement. All valuables, merchandise and personal possessions are the responsibility of the Presenter or persons associated with the production. The CCC assumes no responsibility of missing, stolen or damaged property.

FOR PRESENTER—

1. It is responsibility of Presenter to ensure all relevant personnel are informed of the protocols and procedures set forth in this document.
2. The Presenter is responsible and liable for any claims of injury to person or property (including claims of employees of presenter or of any contractor or sub-contractor) arising out of activities conducted by the Presenter, its agents, members or guests.
3. Any request for a sign language interpreter received by the CCC from a patron will be forwarded to the Presenter for facilitation, with the CCC cooperating on how and where the sign language interpreter will be placed. The cost of the interpreter is born by the Presenter of the production.
4. Regarding event rehearsals, only Presenter’s personnel directly associated with the event are permitted access by this agreement. Guests and/or preview audiences must be approved by the CCC (Executive Director) in advance, as “operational standards and staffing” go into effect when the assembly exceeds those directly connected to the Presenter’s event. For reasons of safety and operational integrity, and the liability of both the Presenter and the CCC, the CCC will typically require additional parts of the building to be open and additional staff to be present for occasions when “rehearsal guests” are desired by the Presenter.
5. The CCC is a smoke-free facility. Presenter is responsible for ensuring that no smoking is permitted in the CCC complex. This includes the prohibition of electronic cigarettes inside the property.
6. Presenter will comply with all laws of the United States and the State of Wisconsin, all ordinances of the City of Manitowoc and all rules and requirements of the police and fire departments or other municipal authorities of the City of Manitowoc and will obtain and pay for all necessary permits and licenses required by law.
7. All performers or musicians must enter the facility through the stage entrance located on 7th Street between Jay and Franklin Streets for rehearsals and performances. For the safety and protection of show personnel and property, unless the stage door is monitored it will typically be locked during performances. For reasons of liability, event personnel will not be given building or backstage access without CCC staff present.

8. Any requests to the City of Manitowoc impacting or affecting any of the exterior areas—sidewalks, streets, parking, etc. of the CCC or the CCC's neighbors in relation to the Presenter's event at the CCC-- is to be approved by the CCC's Executive Director prior to being taken to the City.
9. The CCC assumes no responsibility for property owned by others brought into the CCC, and reserves the right to remove all property remaining in the CCC beyond an agreed-upon date between the Presenter and the CCC.
10. The Presenter understands the public reputation of the CCC as "Jewel of the Lakeshore." Therefore, much care must be taken to ensure the aesthetic integrity of the property. With this in mind—
 - a. Presenter shall not injure, mar or in any manner deface the premises, or cause or permit the same to be done any personnel associated with Presenter, and will not drive or permit to be driven nails, hooks, tacks or screws into any part of the building, and will not make nor allow to be made any alteration of any kind therein.
 - b. Presenter shall not attach tape or adhesive to auditorium or lobby walls. Presenter shall not attach anything to walls in the auditorium, lobby or Mertens Family Lobby/Kadow Movie Museum. This includes the windows and ceiling in the Mertens Family Lobby/Kadow Movie Museum display area. Damage done to these areas will be the responsibility of the Presenter, and may include repair and painting of an entire wall section.
 - c. Presenter shall not use duct tape on any part of the CCC complex or CCC property.
 - d. "On-stage" scenic exemptions to the above restrictions are made, as appropriate, by the CCC's Technical Director.
11. For Presenters utilizing the loading dock for carpentry and building purposes, a dust collection system must be connected to power saws, preventing dust from blowing into the stage area and theatre-proper, and excess scraps are to be removed daily by Presenter to the CCC dumpster.
12. For Presenters building and painting scenery on-stage, drop cloths are to be used and wet rags are to be immediately accessible if any paint drips upon the stage surface. Any scenic paint still remaining on the stage surface must be removed as part of the event load-out.
13. Presenter is to return the CCC stage, equipment, and backstage areas to the same condition as found upon Presenter's arrival, or by a pre-arranged deadline as approved by the Executive Director. Presenter is responsible for any property damage caused by Presenter's use (and that of Presenter's personnel, members, and representatives) beyond ordinary wear and tear, and will be charged at cost plus 25%, with additional charges applied to the Presenter's invoice.
14. Presenter will not admit to the CCC a larger number of persons than can freely move about in rented areas (theatre - 1,150; Mertens Family Lobby/Kadow Museum – 100; Green Room - 75). (To be updated after Act Two renovations, 2018-19)
15. Presenter will defer to CCC at all times in matters pertaining to life and safety codes, building and company policies, and issues pertaining to operational integrity.
16. Presenter will not permit any chair or movable seat to be or remain in aisles and will keep aisles clear at all times. No portion of the sidewalks, entries, passages, aisles, vestibules, hall or stairways or access to public utilities of such building shall be obstructed.
17. The CCC has seating available for special needs patrons in the rear of the Auditorium. Presenter will not permit equipment to be set up in or near those designated areas, without formal approval of the CCC. All sound and lighting equipment will be set up in an area designated by the CCC's Technical Director. Any "tech kill seats" must be approved by CCC in advance of tickets going on sale. (To be updated after Act Two renovations, 2018-19)

18. Presenter understands that any performance elements taking place in any location other than the stage must be coordinated with and approved by the CCC.
19. Any work done by minors (under age 18) on behalf of rental client must be supervised by an adult (18 and over). At no time may minors operate power equipment on the CCC premises.
20. Presenter is responsible for any applicable music licensing fees (BMI & ASCAP) and for any applicable theatrical or user rights. Where no arrangement is in place for Presenter to directly cover BMI & ASCAP, CCC will add this cost to the Presenter's rental settlement. Presenter assumes all costs and responsibility related to use of patented, trademarked, or copyrighted materials, including related special equipment, devises, and processes. Presenter agrees to indemnify and hold harmless the CCC from all damages, costs and expenses related to the above.
21. The Presenter shall not, without written consent of the Executive Director, put up or operate any engine or motor or machinery on the premises, or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any agent other than gas or electricity for illuminating the premises.
22. Any use of any kind of pyrotechnic device or effect must be approved in advance by both the Technical Director and Executive Director.
23. Presenter will not distribute, post, or exhibit any advertisement or promotion of any kind on the CCC premises without the express previous consent of Marketing Director or Executive Director. This includes posters, exhibited signs, advertisements, show-bills, lithographs, cards, or stickers of any kind. Presenter shall take down and remove posters, etc., immediately following the scheduled activity, or the CCC reserves the right to dispose of them as they wish. (Please see the suggested marketing procedures of the CCC.)
24. Presenter agrees that the CCC shall have the right to photograph portions of the Presenter's production for CCC archival purposes, as well as for general promotion of "performing arts and entertainment" on the Lakeshore at the Capitol Civic Centre.

FOOD & BEVERAGE, MERCHANDISE CONSIDERATIONS

1. The CCC has the sole right to distribute and/or sell refreshments and other concessions/novelty merchandise, and to conduct a coat-check operation. Exceptions must be approved by the Executive Director. At the same time, the CCC will respect the nature of a given rental in regard to whether the sale of alcoholic beverages is appropriate or not. The CCC allows any concessions sold to be taken into the auditorium. The CCC is responsible for clean-up from audience enjoyment of concessions.
2. Any private event including food service as a component of a patron's payment (either to the CCC or Presenter) must be serviced by a licensed caterer. The Capitol Civic Center can refer Presenter to several possible options.
3. The CCC prohibits the use of alcohol during rehearsals and performances by anyone associated with the production. Exceptions to this must be approved by the CCC Executive Director, as applicable to specific events. The CCC has the right to expel such individuals or groups who appear to be intoxicated. Presenter is responsible for ensuring that persons associated with their production abide by this policy.
4. Merchandise sold by the Presenter or performer is subject to a commission on gross sales for the CCC of 10% for hard goods and 20% on soft goods. CCC will provide sellers with a cash box/fund if requested in advance at no charge. A venue percentage of merchandising is waived for local nonprofit organizations.

CAPITOL CIVIC CENTRE RENTAL CONTRACT MARKETING ADDENDUM

Updated July 13, 2018

1. MARKETING SUPPORT OPPORTUNITIES

- a. **Digital marquee, Box Office lobby monitor, website, ticketing icon:** Your event or performance will be promoted online (cccshows.org), on the digital marquee, and on the Box Office lobby monitor (in rotation with all other scheduled events and performances).
- b. Templates and parameters to prepare digital promotion are available! Please contact the Marketing Director. ***Digitally-ready files must be received at least one week prior to the on sale date.*** With proper advance notice and provided information, the Marketing Director will prepare digital visuals at no charge to the presenter. In this case, please provide all pertinent images, logos, and the performance description to the Marketing Director ***at least two weeks prior to the on sale date.***
- c. Presenter events will be advertised with a front-page slider on the Capitol's website. Additionally, the event or performance information will appear on the interactive calendar. Ticketed events and performances will have an exclusive ticketing icon on the online ticket-purchasing portal. On show day, your event will have exclusive presence on the digital marquee.
- d. **facebook.com/capitolciviccentre:** The Capitol Civic Centre maintains a presence on Facebook. When appropriate and possible, your event will be part of the conversation (or tagged) as part of our ongoing conversation with those who are engaged on Facebook. If you have a Facebook presence and would like the Capitol to co-host your Facebook event, simply set up your event and request a co-host and we'll accept. Feel free to share your Facebook posts as well.
- e. **Community voice:** We will promote your event or performance in our conversation on local radio programs, at service club presentations, and appropriate public relations opportunities.
- f. **Capitol playbill inserts and performance handouts:** You may promote your performance or event at Capitol Civic Centre produced performances and events, via inserts in our playbills or with handouts. These must be approved in advance by the Marketing Director, who will provide distribution detail to Capitol show staff.
- g. **Mertens Family Lobby/Kadow Movie Museum window bay display:** The south window of the Mertens Family Lobby/Kadow Movie Museum is designated to help you promote your event or performance. Requests to use this space will be granted based on inquiries made, in advance, to the Marketing Director. In the event that there is duplicate request, the Marketing Director will work with all involved parties to coordinate the schedule and accommodate all requests for exposure. Multiple displays within a window bay will be offered as a solution in the event of more than one request at a given time. For weekend (Friday, Saturday, or Sunday) performances, displays should be removed the following Monday, by 4 p.m.; weeknight performance displays and materials should be removed by 4 p.m. the following day. Displays will be placed and removed (by the presenting group) during normal Box Office hours. ***PLEASE NOTE: All displays must be free-standing and may not be attached to any structure.***
- h. **Box Office and Administrative Office poster:** The Box Office will display a poster of your event or performance. All other requests for displays throughout the Capitol facilities must be coordinated, in advance, with the Marketing Director. The Box Office will include your event or performance on the Performance-at-a-Glance flyer and the events display table and/or bulletin board in the Box Office lobby corridor. In addition, flyers and brochures will be placed (*by Capitol personnel*) on tables in the lobby seating areas.
- i. **Exterior poster box (under the marquee):** You may provide a full-size poster for the window box (a 24 by 36" poster is ideal). If this isn't possible, please provide a few additional legal-sized posters and staff will display these as a collage.
- j. **Additional support:** Please contact the Marketing Director for information and support related to Email blasts, Post Cards and direct mail, print and media recourses, and more. We are committed to help you make your event or performance as successful as possible!
- k. ***PLEASE NOTE: IN ORDER TO MAINTAIN OUR FACILITIES, AS WELL AS A SENSE OF FAIRNESS, NO PRESENTER WILL DISTRIBUTE, POST, OR EXHIBIT ANY ADVERTISEMENT, PUBLICATION, DISPLAY, OR OTHER VISUALS ON THE CAPITOL CIVIC CENTRE PREMISES WITHOUT THE PRIOR CONSENT OF THE CAPITOL'S MARKETING DIRECTOR. THE REMOVAL, EDITING, OBSTRUCTION, AND MOVEMENT OF CAPITOL CIVIC CENTRE AND OTHER***

PRESENTER'S MARKETING MATERIALS, ANYWHERE IN THE CAPITOL CIVIC CENTRE FACILITY, IS PROHIBITED.

2. CAPITOL CIVIC CENTRE PHOTO USE

- a. You will find a library of shared images at <http://cccshows.org/learn-more/press/photo-gallery/>
- b. These images are intended for promotion of events and performances at the Capitol Civic Centre. They may not be distorted or edited and must be reproduced proportionally to their original size. Select the thumbnail to expand the image and right click to copy the image for use. *Please use the noted credit line.*
- c. For other specific photo and media requests, contact the Marketing Director. All requests for on-site photography should be coordinated with the Marketing Director.

3. MEDIA RELATIONS, FILMING/PHOTOGRAPHY, INTERVIEWS

- a. All requests for media interviews, filming, and photography with Capitol personnel and/or on Capitol properties should be directed to the Marketing Director. Requests will be handled in a timely and proactive manner and the Capitol Civic Centre will make every effort to work within media requests and deadlines.
- b. **Media Access:** News media is granted access to the Capitol Civic Centre as pre-arranged and determined by the Marketing Director. Areas of the Capitol Civic Centre that are off-access include: *all* dressing rooms and dressing areas, Technical Director's office, technical operations booth, and orchestra pit. Backstage access and photography *may* be granted, on an event basis. Requests for such access will be made in advance and should not be assumed due to safety issues, legalities, and proprietary information related to the performance or event.
- c. Capitol Arts Partners, presenters, and renters must communicate their media permissions, in advance, to the Capitol Marketing Director. Capitol Staff on Duty will be informed of this information and will serve as the liaison to media, as necessary. Event staff will also be informed of media's presence.
- d. **Interviews:** The official spokesperson for the Capitol Civic Centre is Executive Director. Interviews will be arranged in advance through the Marketing Director. The Executive Director and Marketing Director are the only Capitol staff authorized to provide quotes to media.
Credentials: While filming, photographing, and conducting interviews at the Capitol Civic Centre, all media representatives are required to display media identification or news credentials. Additionally, it is advised that the presenter provide signage indicating that filming, photography, and interviews are taking place.
- e. Photographers and videography crews may not impede the performance, block patron views, or disrupt the production in any way. Even with prior permission, filming, photography, and interviews will cease immediately upon request of a performer, patron, presenter representative, or Capitol senior staff member.
- f. **News Releases:** News releases are issued by the Marketing Director to announce and describe Capitol Civic Centre produced performances and special events. If you'd like advice or help preparing or distributing your release, contact the Marketing Director.

4. SUMMARY

Let us know how we can help make your performance or event successful. Please contact Lori Kirby, Marketing Director, for support.

Lori Kirby, lorik@cccshows.org, (920) 686-6424, (920) 242-7701



PRESENTER'S INITIALS IN ACKNOWLEDGEMENT OF ADDENDUM, PAGES 8-13: _____