

## SHULER AUDITORIUM USE AGREEMENT

This Agreement is made in duplicate originals by and between the CITY OF RATON, a New Mexico Corporation, owner of the Shuler Auditorium (hereinafter, "CITY") and \_\_\_\_\_ whose representative is \_\_\_\_\_, and whose address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_ (hereinafter, "USER").

### Performance/Proposed Use

\_\_\_\_\_  
\_\_\_\_\_

If checked, User qualifies for the "Not for Profit" fees and has provided the City with applicable proof of non-profit status.

### 1. DATES AND TIMES OF USE

SCHEDULED USE DATES	SCHEDULED USE TIMES	REHEARSAL	PERFORMANCE	MEETING	FEES
_____	_____	( )	( )	( )	\$ _____
_____	_____	( )	( )	( )	\$ _____
_____	_____	( )	( )	( )	\$ _____
_____	_____	( )	( )	( )	\$ _____
_____	_____	( )	( )	( )	\$ _____
_____	_____	( )	( )	( )	\$ _____
_____	_____	( )	( )	( )	\$ _____
_____	_____	( )	( )	( )	\$ _____
_____	_____	( )	( )	( )	\$ _____

Refundable damage Deposit \$ \_\_\_\_\_

Total Fees Due and owing \$ \_\_\_\_\_

All rehearsals shall be concluded by 10:00 o'clock PM.

ALL USERS MUST PROVIDE THE CITY WITH PROOF OF LIABILITY INSURANCE IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE ATTACHED CONTRACT.

*let*  
CONTACT BILL DONATI AT 445-3652. HE IS THE TECHNICAL CONTACT AND WILL LE YOU KNOW WHAT YOU NEED FOR YOUR EVENT. HE WILL ALSO ADVISE BILL FEGAN OF THE DATE AND TIME OF YOUR EVENT.

**1 LICENSE FOR USE**

1.1 The City herewith agrees to allow the User to use the Shuler Auditorium upon the dates and during the times hereinafter stated, subject to the terms and conditions stated in this Agreement.

1.1 Upon signing and execution of this Agreement, and before it shall become binding, the User shall pay to the City the following fees for the dates and purposes set forth above, unless otherwise waived by the City;

<u>PURPOSE</u>	<u>PROFIT GROUPS</u>	<u>NON-PROFIT GROUPS</u>
<b>Presentations</b>		
First Day of Performance	\$200.00	\$ 125.00
Second Day of Performance	\$100.00	\$ 75.00
Third Day of Performance	\$ 75.00	\$ 35.00
Rehearsal Days Prior to or Between Performances	\$ 20.00	\$ 15.00
<b>Meeting Rate</b>		
If meeting does not last all day	\$ 50.00	

**Additional Fees to Base Rate**

15% of gross concession sales for any group(s) selling concessions, i.e.:  
Tapes, CD's, T-shirts, Memorabilia, etc.

**Raton Public School**

\$500.00 per year

**Deposit**

All groups shall remit a damage deposit of \$200.00.

**2. TECHNICAL DIRECTOR**

2.1 The City agrees to provide a Technical Director, who will be present at each rehearsal and performance, who will have the authority to supervise load in, set up and load out of each production, and who will provide user information as to location of all facilities in the Shuler Auditorium together with the availability and limitations upon lighting and sound support. Any of the User's questions regarding the available facilities should be directed to the Technical Director. The Technical Director shall have the authority to supervise the use of the in-house lighting and the use of the lighting console during the rehearsal and performance.