

# CLTP Rental Packet

## Historic Atlas Theater Mary Godfrey Playhouse

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(Revised August 2011)

# RULES, REGULATIONS, POLICIES, AND PROCEDURES

## 1. INTRODUCTION

This manual was created to assist all persons or groups (hereinafter referred to as “LESSEE”) in planning events on Cheyenne Little Theatre Players properties (hereinafter referred to as “THEATRE” or “CLTP”) and to provide information about theater rules and regulations. We hope the information contained in this manual is helpful and provides context for LESSEE using THEATRE.

It is important that LESSEE read this document thoroughly, share this information with LESSEE event staff, employees, volunteers, student assistants, etc. LESSEE agrees to notify all such persons of these rules and regulations and shall be responsible for their adherence. LESSEE shall also be responsible for payment of all applicable fees and charges in the event that the LESSEE fails to meet its obligations with respect to these rules and regulations.

All procedures outlined in this manual are binding under the letter of agreement. All procedures must be followed as outlined unless specific written permission from the Cheyenne Little Theatre Players, Inc. (hereinafter referred to as “CLTP”) Rental Coordinator is given. In the event that any policy violates local, state, or federal building or life safety codes of laws, the code of law supersedes the policy stated in this manual.

## 2. CORRECT NAME OF BUILDING/CONTACT NUMBERS

Mary Godfrey Playhouse (Main Office)  
2706 East Pershing Blvd.  
Cheyenne, Wyoming 82001  
Phone: (307) 638-6543  
Fax: (307) 638-6430

The Historic Atlas Theatre  
211 W. 16<sup>th</sup> Street  
Cheyenne, Wyoming 82001  
Phone: (307) 635-0199

Rental Coordinator:  
Steve Lien  
(307) 421-1593  
[sl583@bresnan.net](mailto:sl583@bresnan.net)

Communications Coordinator:  
Justin Batson  
(307) 638-6543  
[JBatson@CheyenneLittleTheatre.org](mailto:JBatson@CheyenneLittleTheatre.org)

Managing and Artistic Director:  
Randy Bernhard  
(307) 638-6543  
[RBernhard@CheyenneLittleTheatre.org](mailto:RBernhard@CheyenneLittleTheatre.org)

Bookkeeper:  
Sandy Colvin  
(307) 638-6543  
[SColvin@CheyenneLittleTheatre.org](mailto:SColvin@CheyenneLittleTheatre.org)

Website Address:  
[www.CheyenneLittleTheatre.org](http://www.CheyenneLittleTheatre.org)

### 3. BOOKING PROCEDURES

- A. All information, scheduling, and contracting for use of THEATRE will be coordinated between LESSEE and CLTP Rental Coordinator.
- B. An applicant can reserve a date up to one (1) year in advance by contacting the Rental Coordinator and submitting a contract and deposit (if the date is available and cleared by the Rental Coordinator). The CLTP Management reserves the right to refuse any booking requests.
- C. To contract a date, an applicant must submit a completed application and 10% of the rental fee, as well as the \$50 administrative fee. Upon receipt of payment by the CLTP Managing and Artistic Director and Rental Coordinator and execution of a lease of premises, the applicant becomes a LESSEE and the date becomes a contracted date.
- D. If the contract is submitted more than 2 weeks after the Rental Coordinator's approval of the date, a \$25 Late Submission Fee will be assessed and added to the amount due in order to reserve the theatre.
- E. If a rental request is made less than 4 weeks before the event, additional fees will be assessed. Please see the Fee Schedule for more information. These fees are in addition to the Late Submission Fee when applicable.
- F. An applicant must provide CLTP Managing and Artistic Director proof of the required \$1,000,000 general liability insurance policy as approved by the State of Wyoming Department of Insurance. Such policy shall name the CLTP as an additional insured. This policy must be submitted at least 30 days in advance of the contracted date. Please contact the CLTP Managing and Artistic Director with questions about purchasing event-specific liability insurance.
- G. A damage deposit of \$250.00 is required with the rental deposit (unless otherwise arranged with the Rental Coordinator), written as a separate check. It must be received before moving into the space. The deposit will be held, un-deposited, until after the event is over and then returned following the post-production walk-through. Any costs for damages, including special cleaning or fines for breaking house rules, will be deducted from this deposit. Costs incurred in excess of deposit will be billed to LESSEE and must be paid within ten (10) business days of the invoice date. Failure to pay by this date will incur a 10% late fee of the outstanding balance.
- H. Deductions will be made from the security deposit in the event of damage to THEATRE equipment or facilities. Failure to leave space in its original condition will result in a \$50.00 an hour cleaning fee, plus materials to return the space to its original condition. Original condition of the Historic Atlas Theatre includes the table and chair placement downstairs be returned to standard seating arrangement unless otherwise approved in advance by the CLTP Rental Coordinator. Material fees to repair or replace broken equipment will be set at current retail value. The decision to either repair or replace equipment will be at the sole discretion of THEATRE. Deductions made to replace equipment will not be prorated and will be taken at full replacement price. Disputes over security

deductions must be made in writing to the Managing and Artistic Director within 48 hours of notice of deduction.

- I. LESSEE shall pay the balance of all remaining rental fees and technical fees by the end of the event to the Rental Coordinator (or authorized agent). A late fee of 10% of the fee balance shall be assessed for overdue payments. Exceptions to this will only be considered in advance, in writing by the Managing and Artistic Director and the Rental Coordinator.
- J. The remainder of damage deposit will be returned within 15 days of the post-production walk-through and full payment of rental fee, unless otherwise applied to the rental fee balance.
- K. In case of cancellation by LESSEE within 30 days of the scheduled event, it shall be the responsibility of the LESSEE to make reasonable public announcement at LESSEE's expense concerning cancellation. This must be done immediately following cancellation. The CLTP Managing and Artistic Director reserves the right to retain the rental deposit (10% of the rental fee) and all security deposits in the event of a cancellation. The \$50 administrative fee is non-refundable and will be retained in the case of cancellation.
- L. LESSEE shall be responsible for any and all damages to THEATRE premises caused by LESSEE's staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement), whether accidental or otherwise. LESSEE agrees to leave THEATRE premises in the same condition as existed at the time the LESSEE took possession.

NOTE: CLTP is a working theatre company. Priority must be given to the CLTP productions at both THEATRES. CLTP reserves the right to refuse technical requests, booking requests, partial or full facility usage, etc. This is at the discretion of CLTP and by signing the lease contract the LESSEE agrees to these terms.

#### 4. MARKETING

- A. All advertising and marketing materials including, but not limited to posters, social media (i.e., Facebook, MySpace, Google +1, etc.), websites, flyers, newspaper articles, etc., MUST be reviewed by CLTP in advance to ensure CLTP's name is not being used to promote the event without permission. All advertising and marketing materials must name either "The Historic Atlas Theatre" or "Mary Godfrey Playhouse" as venue as appropriate and include the approved venue logo. To assure consistency, ALL advertising and marketing must be reviewed and approved by the CLTP Communications Coordinator.
- B. LESSEE may not imply in any way that CLTP is sponsoring or co-sponsoring an event, unless such sponsorship or co-sponsorship has been arranged in writing in advance, and publicity materials have been approved by the CLTP Communications Coordinator. CLTP reserves the right to revoke the usage of the space if this policy is not adhered to.
- C. CLTP may distribute to the audience announcements and literature concerning

future events to be held at THEATRE, whether such attractions are under the auspices of the LESSEE or not.

- D. The sale of merchandise of any kind is subject to the approval of the CLTP Managing and Artistic Director. The payment of all applicable taxes shall be the responsibility of the LESSEE. LESSEE shall supply its own sellers and all necessary city, state or federal permits and permissions are the responsibility of the LESSEE.
- E. Should the event contain any material that may be viewed by any segment of the community as being morally objectionable, CLTP recommends that the LESSEE include a phrase in all marketing that alerts the potential ticket buyer to the maturity of the theme or actions.
- F. LESSEE shall be responsible for all ticketing and marketing of the event. No ticket sales shall be run through CLTP's Box Office or website, nor shall CLTP be responsible for providing information about the LESSEE's event via email or website. CLTP will hang posters at each of the theatres if they are provided by the LESSEE and approved by CLTP. CLTP will redirect people to the appropriate ticketing source if calls are received only if a signed contract with appropriate deposits is on file.

## 5. TECHNICAL

All scheduling of technical support crews and event technical details will be coordinated between the LESSEE and CLTP Rental Coordinator and MUST be approved by the CLTP Shop Foreman. The following rules will apply to all LESSEES:

- A. LESSEE agrees to furnish CLTP a copy of all contracts and technical riders between LESSEE and the artist(s) who is performing. Portions about financial arrangements may be deleted. Technical riders MUST be submitted with the Lease of Premises Agreement. If the rider is not received, CLTP is not responsible for fulfilling the requests contained within.
- B. Information regarding available equipment (and associated rental fees if applicable) is available from the Rental Coordinator. LESSEE is responsible for determining its need for any additional equipment and to secure that equipment on its own.
- C. Due to safety and security concerns, LESSEE will not be granted access to the building without the Rental Coordinator (or authorized agent) present at all times (unless other arrangements are approved in advance by CLTP Rental Coordinator in writing). CLTP personnel will have the right to enter any part of the building at any time, as long as entry is not disruptive to LESSEE's event. LESSEE's staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement) will not be allowed to enter and or use CLTP box office, administration offices, mechanical room and technical areas, unless approved by CLTP Rental Coordinator in writing.
- D. The CLTP Rental Coordinator (or authorized agent) must be present at all times while LESSEE is using the THEATRE.
- E. If additional Technical Support staff is required and provided by CLTP, LESSEE will

be charged \$10.00 per hour/per person.

- F. Due to the complexity of THEATRE equipment, all technical/stage crew personnel must be trained on equipment used and **MUST BE CERTIFIED BY CLTP SHOP FOREMAN. NON-CERTIFIED PERSONNEL WILL NOT BE ALLOWED TO OPERATE EQUIPMENT.**
- G. The stage must be restored to its standard stage plot (as defined by CLTP Rental Coordinator) at the end of every event, unless otherwise approved by CLTP Rental Coordinator.
- H. The LESSEE is required to cooperate with the Rental Coordinator (or authorized agent) to comply with all safety and security measures adopted by CLTP, and properly care for and respect the equipment and the theater itself. **FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE LEASE AGREEMENT.**

## 6. STAFFING REQUIREMENTS

- A. The LESSEE must provide an organizational contact person listed on the THEATRE application. This representative, who must be present any time LESSEE occupies building, will then be the sole person authorized to resolve problems and conflicts, or to negotiate any changes with the staff of CLTP.
- B. All groups with children participating will have at least one (1) adult per ten (10) children (defined as anyone under the age of 18) or less at all times and in all spaces where children will be located. Non-compliance with this rule may result in immediate termination of the Lease Agreement.
- C. Ushers and all front-of-house staff will be provided by LESSEE. If ushers and front-of-house staff are needed, CLTP can provide them at an additional cost. Ushers and front-of house staff shall be familiar with the THEATRE premises and trained in emergency evacuation procedures.

## 7. LOAD-IN / LOAD-OUT

- A. LESSEE must coordinate all load-in and load-out details for the event with CLTP Rental Coordinator.
- B. Prior to initial load-in, a walkthrough inspection by organizational contact person and CLTP Rental Coordinator is required. It is the responsibility of the LESSEE to schedule the walkthrough with the Rental Coordinator (or authorized agent). Any damage LESSEE notices to the facility should be noted at this time. At load-out, a post-production walkthrough will be conducted to assess any possible damage to facility. *If not received already, the security deposit is due at this time.*
- C. All labor requirements for load-in, load-out, and set-up of stage and display areas shall be the responsibility of the LESSEE with the review and approval of CLTP Rental Coordinator and Shop Foreman.
- D. CLTP will not accept freight or goods shipped for the LESSEE, its contractors, agents or sub-contractors. CLTP has limited storage space and we make no

guarantee that space will be available to receive materials arriving early. Crates may be stored only in areas the Rental Coordinator and Shop Foreman approve for storage. All fire exits must remain clear of obstructions.

- E. All load-in and load-out activities must be conducted through loading area. The main lobby shall not be used for load-in or load-out. LESSEE may not have exclusive use of load-in areas.
- F. The LESSEE shall not store or leave vehicles, trucks, or trailers in or around loading zone behind facility, before, during, or after rental period without written authorization of Shop Foreman. These areas are typically fire lanes and may result in City fines to be paid by the LESSEE.
- G. General cleaning before and after the event is included with rental fee (vacuuming, bathrooms, mopping, etc.). However, LESSEE is responsible for emptying garbage cans, replacing tables and chairs to original locations, gathering garbage in the theatre, lobby, and bathrooms and any other general clean up of the theatre, both during and after the event. These are not the responsibilities of the Rental Coordinator (or authorized agent).
- H. Stage, scenery, props, costumes, programs and any other materials related to the event or belonging to the LESSEE that are not removed at the end of rental period may be disposed of by CLTP personnel. LESSEE shall be responsible for the cost incurred for the removal, clean up and disposal. Neither CLTP nor its employees will be liable for damaged or lost equipment and materials left in the facility after the rental period.

#### 8. GREEN ROOM/DRESSING ROOMS/LOBBY

- A. Furniture located in green room, dressing rooms, and lobby is provided to the LESSEE for use during the event at no additional expense. Damage to furniture will be charged to the LESSEE as previously stated in regards to security deposit.
- B. Lobby and Green Room furniture may not be moved or relocated from their designated locations at any time without prior approval from CLTP Management.
- C. No production materials may be placed in the lobby or hallways at any time without prior written approval of the Rental Coordinator.
- D. Bottled water only is permitted backstage and in dressing rooms.

#### 9. SMOKING AND TOBACCO POLICY

- A. There is absolutely no smoking permitted anywhere in the building at any time.

#### 10. WEAPONS PROHIBITED

- A. Firearms and other weapons are forbidden in the facility. Individuals who fail to comply with this prohibition or otherwise violate penal laws with respect to carrying a handgun or other weapon are subject to immediate arrest and prosecution.

- B. This prohibition applies to all persons, including holders of concealed handgun permits, but does not apply to licensed law enforcement officers.

11. CONTROLLED SUBSTANCES

- A. Illegal substances are prohibited from any part of THEATRE at all times by LESSEE staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement).
- B. Individuals obviously under the influence of alcohol or mind-altering drugs are not allowed in the facility and are subject to being removed from the building.

12. FIRE REGULATIONS

- A. All sets, costumes, props, flash pots, laser lighting equipment, smoke, strobes and any other effects involving fluids and gasses must conform to all applicable fire and safety codes. Flammable decorations and explosive or flammable fluids, gasses and compounds are prohibited in theater. It shall be the LESSEE'S responsibility to obtain all necessary permits from all regulatory authorities for the use of any such devices
- B. Fire detection, suppression systems, HVAC vents, lighting fixtures and controls shall not be covered or obstructed at any time for any reason. No locks or chains will be placed on any door of the theater. Under no circumstance should any automatic closing device or panic hardware be removed from any door of the facility.
- C. No lighting instrument may be positioned in such a way that the body of instrument is at a distance that is not in compliance with any and all applicable building and/or fire codes.
- D. Standing in the aisles during a performance or event is not allowed. Portable seating shall not be placed in aisles at any time.

13. PREVENTION OF FACILITY DAMAGE AND DISFIGURATION

- A. One courtesy walk-through of the facility is included in rental fee. If LESSEE requires additional admittance to facility before or after contracted time, a \$35.00 call-out fee will be charged.
- B. No painting will be permitted inside the theater unless approved in writing by the Shop Foreman. In addition, no portion of the facility, including but not limited to rehearsal rooms, sidewalks or loading area shall be used by LESSEE for painting, construction or storage of scenery, props, costumes or other paraphernalia required for the staging of any type of performance without the written consent of the CLTP Shop Foreman.
- C. No signs may be attached to any facility surface, furnishings or equipment without the Rental Coordinator's or Shop Foreman's prior written consent.
- D. No adhesive of any kind will may be affixed to any permanent structure or

feature of the facility. No adhesive-back stickers or decals shall be distributed to event patrons inside or outside the facility.

- E. At no time shall LESSEE use electrical, lighting conduits, lighting fixtures, utility pipes or sprinkler systems as supports or as a source for attachments.
- F. For any area where soil, humus, or other landscaping type materials or pens containing live animals are being used, a protective coating must be used on the floor such as visqueen plastic or a similar strength material.
- G. No animals shall be brought on the premises without prior written consent of the CLTP Rental Coordinator.
- H. Holes may be drilled in stage floor only (with prior written permission of Shop Foreman.) Gaffers, spike and glow tape are the only types that may be used on the stage floor. Absolutely no masking or duct tape may be used at any time! No holes may be drilled or punched in any other facility surface, furnishings or equipment. This includes the use of push-pins, thumbtacks, or staples.
- I. The LESSEE is responsible for the conduct of all persons admitted to the premises or any portion thereof.
- J. No electrical tie-ins are permitted without expressed written consent of CLTP.

#### 14. FOOD AND BEVERAGE

- A. All concession materials and equipment are property of CLTP and are not included in the rental cost of the THEATRE. They may not be used by LESSEE. This includes, but is not limited to: paper cups, napkins, plates, coffee, filters, creamers, sugars, popcorn, salts, oils, soda guns, CO2, coffee machines, popcorn maker, linens and the like.
- B. If the LESSEE plans to sell alcohol, have all permits, licenses, or other regulatory authority to sell alcohol. If alcohol is to be sold, then LESSEE shall have an applicable insurance rider, in a form acceptable to the Rental Coordinator, providing for liability insurance for the sale or provision of alcohol at the Event.
- C. If the bar at the Historic Atlas Theatre is used, it must be cleaned according to Health Code standards. Failure to do so will result in additional costs to be taken from LESSEE's security deposit.
- D. No food may be prepared onsite at the THEATRE. This could result in a revocation of the CLTP Consumer Health Services License (food license). All food must be prepared elsewhere and brought in for consumption.
- E. CLTP Rental Coordinator must be notified of the distribution of alcoholic beverages. If alcoholic beverages are to be served, LESSEE is responsible for checking of ID's. All bartenders must be TIPS trained in compliance with Wyoming state law.
- F. If alcohol will be served at an event, it is the LESSEE'S sole responsibility and expense to hire security for the event to ensure orderly conduct is maintained.

- G. Trash receptacles are located in the concession and lobby area, downstairs of house, onstage, and in the green room. All trash must be placed in proper receptacles. Failure to do so will result in additional cleaning charge. Additional bags can be requested from CLTP Rental Coordinator (or authorized agent).

15. PARKING

- A. A LESSEE with special parking needs such as school buses or large capacity vans will arrange to have buses and other large vehicles drop-off and pick-up passengers only.
- B. Parking large vehicles around the perimeter of the facility is not permitted.

# CHEYENNE LITTLE THEATRE PLAYERS RENTAL RATES

Not for Profit Fee Schedule  
(as of March 2011)

## Full Theatre Rental Costs *\*Tech costs included*

\$250.00	Rental Per Half Day (up to 4 hours)
\$450.00	Rental Per Full Day (up to 8 hours)
\$55.00/hour	Rental Per additional hour over 8-hour base

## Lobby Only Rental Costs *\*Tech costs included* (lobby included with theatre rental)

\$300.00	Per Day (8 hours)
\$40.00/hour	Per additional hour over 8-hour base

## Additional Technical Costs

\$10.00/hour	Hourly rate per each additional Tech Support Staff.
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## Add-On Costs *\*Tech costs included where applicable*

\$100.00	Per Half Day Rehearsal Day/Meeting Day (up to 4 hours)
\$150.00	Per Rehearsal Day/Meeting Day (up to 8 hours)
\$300.00	Per Technical Rehearsal/Meeting Day (requiring additional technical support) (up to 8 hours)
\$100.00	Per Additional Performance on Same Day
\$50.00	Per Dark Day During Week
\$100.00	Per Load-In Day (up to 4 hours)

**NOTE:**

All contracts are subject to a \$50 administrative fee, unless otherwise arranged with the CLTP Rental Coordinator.

Booking an event on a holiday weekend will incur an additional charge of \$25 (up to 4 hours) or \$50 (up to 8 hours). An additional \$10/hour will be charged per hour beyond the 8-hour base. These weekends include, but are not necessarily limited to: *New Years, Easter, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, and Christmas.*

Contracts (with corresponding deposits and fees) not received within 2 weeks of the approval of a requested date by the Rental Coordinator will incur a \$25 Late Submission Fee, due with the contract.

Booking an event within 4 weeks of the date of the event OR failure to turn in a contract within 4 weeks of the date of the event will incur the following additional charges, due with the contract and deposit (in addition to the Late Submission Fee when applicable):

Contract received 22-28 days before the event:	\$25
Contract received 15-21 days before the event:	\$50
Contract received 8-14 days before the event:	\$100
Contract received 1-7 days before the event:	\$150
Contract received the day of the event:	\$250

*It is the duty of all users to familiarize themselves with CLTP Rental Rules & Policies to keep fees at a minimum.*

## For Profit and Private Usage Fee Schedule (As of March 2011)

### Full Theatre Rental Costs *\*Tech costs included*

\$400.00	Rental Per Half Day (up to 4 hours)
\$700.00	Rental Per Full Day (up to 8 hours)
\$80.00	Per additional hour over 8 hour base

### Lobby Only Rental Costs *\*Tech costs included* (lobby included with theatre rental)

\$450.00	Up to 8 hours
\$55.00	Per Each Additional Hour

### Additional Technical Costs

\$10.00	Hourly rate per each additional Tech Support Staff.
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### Add-On Costs *\*Tech costs included*

\$100.00	Per Half Day (decorating/setup/orientation meetings before event day) - up to 4 hours
\$200.00	Per Full Day (decorating/setup/orientation meetings before event day) - up to 8 hours

**NOTE:**

All contracts are subject to a \$50 administrative fee, unless otherwise arranged with the CLTP Rental Coordinator.

Booking an event on a holiday weekend will incur an additional charge of \$25 (up to 4 hours) or \$50 (up to 8 hours). An additional \$10/hour will be charged per hour beyond the 8-hour base. These weekends include, but are not necessarily limited to: *New Years, Easter, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, and Christmas.*

Contracts (with corresponding deposits and fees) not received within 2 weeks of the approval of a requested date by the Rental Coordinator will incur a \$25 Late Submission Fee, due with the contract.

Booking an event within 4 weeks of the date of the event OR failure to turn in a contract within 4 weeks of the date of the event will incur the following additional charges, due with the contract and deposit:

Contract received 22-28 days before the event:	\$25
Contract received 15-21 days before the event:	\$50
Contract received 8-14 days before the event:	\$100
Contract received 1-7 days before the event:	\$150
Contract received the day of the event:	\$250

*It is the duty of all users to familiarize themselves with CLTP Rental Rules & Policies to keep fees at a minimum.*

# THE HISTORIC ATLAS THEATRE

## Lease of Premises Agreement

This Lease made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Cheyenne Little Theatre Players (“Lessor”), (hereinafter referred to as “CLTP”), and

LESEE: \_\_\_\_\_ Office Phone: \_\_\_\_\_

Organizational Contact: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

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For and in consideration of the sum hereinafter specified, CLTP grants to the Lessee the use of the following Facilities. Specifically to comply with all terms listed in the CLTP policy manual for rules and regulations dated April 6, 2011, with exceptions only as written and signed by the Managing Director.

\_\_\_ Theater/Lobby

\_\_\_ Lobby Only

Description of event: \_\_\_\_\_

On the following date(s): \_\_\_\_\_

Between the Hours of: \_\_\_\_\_ and \_\_\_\_\_

*\*Please note: The hours listed are Unlock to Lock-up. Times must include setup and teardown or LESSEE shall be charged overage fees.*

The Lessee agrees to pay CLTP the following usage fees for said space:

Rental Fee:

\$ \_\_\_\_\_

Due upon Signing:

10% of Rental Fee:

\$ \_\_\_\_\_

Security Deposit: \$250.00 (separate check)

Administrative Fee: \$50.00

Additional Fees: \$ \_\_\_\_\_

TOTAL DUE WITH CONTRACT:

\$ \_\_\_\_\_

*The final balance will be calculated by and due to the Rental Coordinator (or authorized agent) by the end of the event. Unless otherwise requested, the remaining funds of the security deposit will be applied to the final balance. Any damages in excess of the security deposit will be invoiced to the LESSEE within 15 days of the event and due within 10 days of the invoice date. Failure to pay will result in a fine equal to 10% of the remaining balance.*

In the event that CLTP or their authorized agent does not accept this contract, within 10 days, the total deposit received shall be refunded. Lessee hereby offers to rent from the CLTP the premises situated in the City of Cheyenne, County of Laramie State of Wyoming, described 211 West 16th Street (THE HISTORIC ATLAS THEATRE), upon the following TERMS and CONDITIONS:

1. **MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the CLTP and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
2. **UTILITIES:** CLTP shall be responsible for the payment of all utilities and services.
3. **ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Lessee shall be solely responsible for any fines, court costs or similar amounts levied due to lessee's behavior or that of its agents, staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement).

4. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this agreement or sublet any portion of the premises without prior written consent of the CLTP.

5. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Lessee shall be responsible for damages caused by their acts and the acts of their staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement). Lessee is responsible for snow removal from sidewalks on the date of the rental.

6. **INVENTORY:** Any furnishings and equipment to be furnished by CLTP shall be set out in a special inventory. The inventory shall be signed by both Lessee and CLTP concurrently with this Lease and shall be a part of the Lease. Inventory is not to be removed and remains the sole property of CLTP.

7. **DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them un-leaseable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Lessee, or its staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement), then only CLTP shall have the right to termination. Should this right be excised by either CLTP or Lessee, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Lessee. If this Lease is not terminated, then CLTP shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Lessee's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Lessee's reasonable use of the premises. CLTP shall be responsible for no additional damages due to its inability to perform under this lease.

8. **INDEMNIFICATION:** LESSEE shall indemnify and hold THEATRE harmless from and against all claims and demands, obligations, costs, expenses, and liabilities, including but not limited to liability for injuries or deaths of persons and loss or damage to the property of others or to the property of LESSEE, arising out of LESSEE'S use of the Premises, except to the extent such claims, demands, obligations, costs, expenses, or liabilities are caused by the negligence of the THEATRE. Such indemnification shall include but is not limited to, any attorney's fees incurred by CLTP on account of, or arising from, any claims, demands, obligations, or other action taken against CLTP, its employees, agents, volunteers, or assigns.

9. **DEFAULT:** If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law the CLTP, at their option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. In the event of a default by Lessee, CLTP may elect to (a) continue the lease in effect and enforce all their rights and remedies hereunder including the right to recover the rent as it becomes due; (b) at any time, terminate all of Lessee's rights hereunder and recover from Lessee all damages they may incur by reason of the breach of the lease; (c) pursue any other remedy permitted under Wyoming law, or; (d) any of the above actions in any combination permitted under Wyoming law.

10. **SECURITY:** The security deposit set forth, shall secure the performance of the Lessee's obligations hereunder. CLTP may, but shall not be obligated to, apply all portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of any rent due under this Lease Agreement.

11. **DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within 15 days from date possession is delivered to CLTP or their Authorized Agent, together with a statement showing any charges made against such deposits by CLTP.

12. **ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such actions including a reasonable attorney's fee.

13. WAIVER: No failure of CLTP to enforce any term hereof shall be deemed a waiver. The acceptance by CLTP shall not waive their right to enforce any term thereof.

14. NOTICES: Any notice which either party may give or is required to give, may be given by mailing the same, postage repaid, to Lessee at the premises or to CLTP at the address shown herein or at such other places as may be designated by the parties from time to time.

15. This agreement shall be governed and construed in accordance with the laws of the State of Wyoming. If any provision of this Lease Agreement shall be deemed unenforceable by a court of competent jurisdiction, all other terms shall remain in full force and effect to the extent permitted by law. Venue for any action, claim, or other proceeding involving or relating to this Lease Agreement shall be in the First Judicial District Court of Laramie County, Wyoming.

16. ENTIRE AGREEMENT: The foregoing Lease Agreement (consisting of 5 pages), together with the CLTP Rules, Regulations, Policies and Procedures are hereby incorporated into this Lease Agreement (the terms of which are expressly incorporated herein), contains the entire agreement between the parties as to the subject hereof and may not be modified in any manner except by an instrument in writing signed by CLTP and LESSEE. By executing this Lease Agreement, the undersigned acknowledge receipt of a copy of the CLTP Rules, Regulations, Policies and Procedures. All previous collateral agreements, representations, promises and conditions relating to the subject of this Lease Agreement are superseded by this Lease Agreement. Any representation, promise or condition not incorporated in this Lease Agreement shall not be binding on CLTP or LESSEE. The individuals executing this Lease Agreement on behalf of the LESSEE represent that he/she/they are the duly authorized representatives of the LESSEE.

I have received and read the CLTP Rental Rules & Regulations and agree to follow them as stated and only exceptions are in writing and attached hereto:

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Lessee (Must be 18 years of age or older to sign) Date

---

Lessor (CLTP) Date

# THE MARY GODFREY PLAYHOUSE

## Lease of Premises Agreement

This Lease made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Cheyenne Little Theatre Players (“Lessor”), (hereinafter referred to as “CLTP”), and

LESEE: \_\_\_\_\_ Office Phone: \_\_\_\_\_

Organizational Contact: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

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For and in consideration of the sum hereinafter specified, CLTP grants to the Lessee the use of the following Facilities. Specifically to comply with all terms listed in the CLTP policy manual for rules and regulations dated April 6, 2011, with exceptions only as written and signed by the Managing Director.

\_\_\_ Theater/Lobby

\_\_\_ Lobby Only

Description of event: \_\_\_\_\_

On the following date(s): \_\_\_\_\_

Between the Hours of: \_\_\_\_\_ and \_\_\_\_\_

*\*Please note: The hours listed are Unlock to Lock-up. Times must include setup and teardown or LESSEE shall be charged overage fees.*

The Lessee agrees to pay CLTP the following usage fees for said space:

Rental Fee:

\$ \_\_\_\_\_

Due upon Signing:

10% of Rental Fee:

\$ \_\_\_\_\_

Security Deposit:        \$250.00 (separate check)

Administrative Fee:     \$50.00

Additional Fees:        \$ \_\_\_\_\_

**TOTAL DUE WITH CONTRACT:**

\$ \_\_\_\_\_

*The final balance will be calculated by and due to the Rental Coordinator (or authorized agent) by the end of the event. Unless otherwise requested, the remaining funds of the security deposit will be applied to the final balance. Any damages in excess of the security deposit will be invoiced to the LESSEE within 15 days of the event and due within 10 days of the invoice date. Failure to pay will result in a fine equal to 10% of the remaining balance.*

In the event that CLTP or their authorized agent does not accept this contract, within 10 days, the total deposit received shall be refunded. Lessee hereby offers to rent from the CLTP the premises situated in the City of Cheyenne, County of Laramie State of Wyoming, described 2706 E. Pershing Blvd. (THE MARY GODFREY PLAYHOUSE), upon the following TERMS and CONDITIONS:

1. **MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the CLTP and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
2. **UTILITIES:** CLTP shall be responsible for the payment of all utilities and services.
3. **ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Lessee shall be solely responsible for any fines, court costs or similar amounts levied due to lessee's behavior or that of its agents, staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement).

4. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this agreement or sublet any portion of the premises without prior written consent of the CLTP.

5. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Lessee shall be responsible for damages caused by their acts and the acts of their staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement). Lessee is responsible for snow removal from sidewalks on the date of the rental.

6. **INVENTORY:** Any furnishings and equipment to be furnished by CLTP shall be set out in a special inventory. The inventory shall be signed by both Lessee and CLTP concurrently with this Lease and shall be a part of the Lease. Inventory is not to be removed and remains the sole property of CLTP.

7. **DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them un-leaseable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Lessee, or its staff, student assistants, patrons, guests invitees, employees, contractors, subcontractors, artists, and any other person(s) on the premises of the THEATRE for the purpose of attending the Event (as described in the Lease Agreement), then only CLTP shall have the right to termination. Should this right be excised by either CLTP or Lessee, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Lessee. If this Lease is not terminated, then CLTP shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Lessee's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Lessee's reasonable use of the premises. CLTP shall be responsible for no additional damages due to its inability to perform under this lease.

8. **INDEMNIFICATION:** LESSEE shall indemnify and hold THEATRE harmless from and against all claims and demands, obligations, costs, expenses, and liabilities, including but not limited to liability for injuries or deaths of persons and loss or damage to the property of others or to the property of LESSEE, arising out of LESSEE'S use of the Premises, except to the extent such claims, demands, obligations, costs, expenses, or liabilities are caused by the negligence of the THEATRE. Such indemnification shall include but is not limited to, any attorney's fees incurred by CLTP on account of, or arising from, any claims, demands, obligations, or other action taken against CLTP, its employees, agents, volunteers, or assigns.

9. **DEFAULT:** If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law the CLTP, at their option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. In the event of a default by Lessee, CLTP may elect to (a) continue the lease in effect and enforce all their rights and remedies hereunder including the right to recover the rent as it becomes due; (b) at any time, terminate all of Lessee's rights hereunder and recover from Lessee all damages they may incur by reason of the breach of the lease; (c) pursue any other remedy permitted under Wyoming law, or; (d) any of the above actions in any combination permitted under Wyoming law.

10. **SECURITY:** The security deposit set forth, shall secure the performance of the Lessee's obligations hereunder. CLTP may, but shall not be obligated to, apply all portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of any rent due under this Lease Agreement.

11. **DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within 15 days from date possession is delivered to CLTP or their Authorized Agent, together with a statement showing any charges made against such deposits by CLTP.

12. **ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such actions including a reasonable attorney's fee.

13. **WAIVER:** No failure of CLTP to enforce any term hereof shall be deemed a waiver. The acceptance by CLTP shall not waive their right to enforce any term thereof.

14. **NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same, postage repaid, to Lessee at the premises or to CLTP at the address shown herein or at such other places as may be designated by the parties from time to time.

15. This agreement shall be governed and construed in accordance with the laws of the State of Wyoming. If any provision of this Lease Agreement shall be deemed unenforceable by a court of competent jurisdiction, all other terms shall remain in full force and effect to the extent permitted by law. Venue for any action, claim, or other proceeding involving or relating to this Lease Agreement shall be in the First Judicial District Court of Laramie County, Wyoming.

16. **ENTIRE AGREEMENT:** The foregoing Lease Agreement (consisting of 5 pages), together with the CLTP Rules, Regulations, Policies and Procedures are hereby incorporated into this Lease Agreement (the terms of which are expressly incorporated herein), contains the entire agreement between the parties as to the subject hereof and may not be modified in any manner except by an instrument in writing signed by CLTP and LESSEE. By executing this Lease Agreement, the undersigned acknowledge receipt of a copy of the CLTP Rules, Regulations, Policies and Procedures. All previous collateral agreements, representations, promises and conditions relating to the subject of this Lease Agreement are superseded by this Lease Agreement. Any representation, promise or condition not incorporated in this Lease Agreement shall not be binding on CLTP or LESSEE. The individuals executing this Lease Agreement on behalf of the LESSEE represent that he/she/they are the duly authorized representatives of the LESSEE.

I have received and read the CLTP Rental Rules & Regulations and agree to follow them as stated and only exceptions are in writing and attached hereto:

---

Lessee (Must be 18 years of age or older to sign) Date

---

Lessor (CLTP) Date

# APPENDIX A PRELIMINARY TECHNICAL INFORMATION

Name of Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

## Sound

Will sound amplification be required? \_\_\_\_\_

CD Player? \_\_\_\_\_

Will you be using a live band? \_\_\_\_\_

If so what instruments will be used? \_\_\_\_\_

Number of vocal mikes (separate from band) required? \_\_\_\_\_

## Set-up

Tables or chairs on stage? \_\_\_\_\_

Number of each? \_\_\_\_\_

Will you need a lectern? \_\_\_\_\_

Backdrop-black velour (when open stage is available)? \_\_\_\_\_

## Lighting

Will stage lighting be required? \_\_\_\_\_

Follow spots? \_\_\_\_\_ One or two: \_\_\_\_\_

Will you have any special lighting requirements?\* \_\_\_\_\_

\* This is subject to availability in relation to the THEATRE performance schedule and all lighting adjustments must be completed at least 1 week in advance.

Please describe \_\_\_\_\_

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

**PLEASE RETURN THIS APPLICATION TO CLTP WITH THE  
THEATRE LEASE CONTRACT. THIS ENSURES AS MANY OF  
YOUR TECHNICAL NEEDS AS POSSIBLE CAN BE MET.**

## APPENDIX B PRODUCTION CONTACT SHEET

Please fill out all applicable fields and return the contact sheet to the CLTP one week prior to first rental date. Contact information is for theater use only and will not be provided to any other parties. Extra rows have been provided as needed. Please only provide technical or management personnel we may have to contact in an emergency.

### Production

Title	Name	Phone	E-Mail
Organizational contact*			
Executive Director/Manager (if Applicable)			
Stage Manager			
Technical Director*			
Scenic Designer (if Applicable)			
Lighting Designer (if Applicable)			
Sound Designer (if Applicable)			
Costume Designer (if Applicable)			
Ushers (if applicable)			
Security (if Applicable)			

LESSEE's Initials \_\_\_\_\_

\* required personnel

# APPENDIX C ACCIDENT REPORT FORM

Date \_\_\_\_\_ Organizational Contact Person \_\_\_\_\_

Event: \_\_\_\_\_

Accident Location and Time: \_\_\_\_\_

Description of Accident: \_\_\_\_\_

\_\_\_\_\_

Person Involved in Accident:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Male \_\_\_ Female \_\_\_ Age \_\_\_\_\_

Person's Statement of what occurred: \_\_\_\_\_

\_\_\_\_\_

Witnesses Who Were Present At Location:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Witness's Statement of What Occurred: : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Witness's Statement of What Occurred: \_\_\_\_\_

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

Facility Personnel Called To Accident Scene:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Facility Personnel's Statement \_\_\_\_\_

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

First Aid given \_\_\_\_\_ yes \_\_\_\_\_ no If no, why? \_\_\_\_\_

If yes by whom? \_\_\_\_\_

First Aid Attendant's Statement \_\_\_\_\_

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

Was Ambulance or 911 called? \_\_\_\_\_ yes \_\_\_\_\_ no

Did Person Involved in Accident Deny Transport? \_\_\_\_\_ yes \_\_\_\_\_ no

Hospital Transported to ( if Known): \_\_\_\_\_

Did Patron Decide to Leave Facility? \_\_\_\_\_ yes \_\_\_\_\_ no

Did Patron Decide to watch the Performance? \_\_\_\_\_ yes \_\_\_\_\_ no

Additional Information: \_\_\_\_\_

CLTP Personnel Called to the Accident Scene:

Name \_\_\_\_\_ Title: \_\_\_\_\_

Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Organizational Contact Person's Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Report Completed By: \_\_\_\_\_ Date: \_\_\_\_\_