

EPIPHANY STUDIO PRODUCTIONS BOOKING CONTRACT

THIS BOOKING CONTRACT is entered into this day by and between EPIPHANY STUDIO PRODUCTIONS, a nonprofit corporation (“Epiphany”) and _____ (“Host Organization”).

A. Host Organization desires to host a drama production by Epiphany as described below (the “Performance”):

Date(s):

Time(s):

Play(s):

Location(s):

B. Epiphany is willing to complete the Performance as provided in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

1. Performance. Epiphany agrees to complete the Performance as described above. Epiphany will provide all actors, costumes, sound and lighting equipment, and other materials/equipment as is necessary for the Performance, unless other arrangements are made and agreed to in advance by both parties. In advance of the Performance, Epiphany will provide to Host Organization promotional materials suitable for advertising the Performance in advance of the performance dates.

2. Performance Area. Host Organization agrees to provide a hall, auditorium, or other appropriate venue for the Performance and shall pay all expenses for providing said venue, including rental and/or utility charges. In order for the Performance to meet the Epiphany standards of professionalism, the venue shall have **at least** the following characteristics:

Stage Size: recommended at least 20 feet wide x 30 feet deep – let us know if stage is more restrictive

Electrical Needs: at least four (4) separate, standard 20 amp circuits serving the same number of outlets

Area for Dressing/Costume Changes: accessible from the performance space out of view of the audience with access to a mirror and bathroom

Area for Display of Epiphany Products/Materials: at the main entrance/exit for the audience three (3) six – eight foot long tables will be provided

Host Organization will arrange for Epiphany to have full access to the Performance area at least **6 – 8 hours** prior to the Performance time. Host Organization agrees that the Performance Area will be generally suitable for the Performance and that it will comply with building and fire code requirements applicable to a venue hosting a public performance. Host Organization acknowledges that it maintains public liability insurance coverage for events like the Performance, or the Host Organization accepts the general liability insurance coverage that Epiphany has in place for all of its Performances (request may be made from the Host Organization for a certificate of insurance to be provided by Epiphany within a reasonable time prior to the Performance).

3. Booking Fee. To book a performance, Host Organization shall pay to Epiphany a one-time booking fee of: \$ _____ + **travel expenses**
30% - 50% of the booking fee (as determined) shall be due and payable to Epiphany at the time that this contract is signed and returned to Epiphany, with the remainder of the fee due and payable at the time of the Performance. If payment in full is not made at the time of the performance, then the Host Organization may be subject to a late fee of \$100.00 for each week the payment is delinquent. Travel Expenses will be billed separately to the Host Organization and advance payment for some travel expenses may be requested when necessary. (Payable to: EPIPHANY STUDIO PRODUCTIONS)

Donations: Since Epiphany is a non-profit organization and our bookings fees are set at a minimal level in order to cover our operating expenses for the Performance, Host Organization agrees to allow Epiphany to verbally solicit donations after the Performance, which will be collected by means of envelopes and/or baskets on our designated tables, in order that those in attendance might further support the mission and work of Epiphany if they so desire. In the case that the Host Organization feels this action will be in some way inappropriate for their event (ie. specifically a youth event, or a specific fundraising event, etc.) the Host Organization must make Epiphany aware of this concern prior to signing the contract. Epiphany will then waive its right to verbally solicit donations, but will still retain the right to make contribution envelopes available on our table of promotional materials.

4. Accommodations. Host Organization will provide necessary overnight accommodations for Epiphany and its agents for the dates a play will be performed, including the night prior to the first Performance if necessary. Simple and free accommodations with a host family, or at a rectory, etc., are acceptable and welcomed. If such an arrangement is not possible, the Host Organization will be responsible for providing suitable hotel lodging for Epiphany and its agents or may be subject to an additional fee payable to Epiphany as reimbursement for the expenses of hotel accommodations if Epiphany has to make such arrangements themselves.

5. Admission to Performance. Host Organization may, in its discretion, determine whether and how to charge admission to the Performance. Whereas the contracted booking fee is paid in full to Epiphany according to the deadlines set out in this agreement, then any admission charges or free will offerings or other funds received by the Host Organization on account of the Performance shall be collected by the Host Organization and shall be the sole property of Host Organization. If admission is charged in some form, Epiphany will be entitled to complimentary admission for up to four (4) people for each date of the Performance.

6. Assistance. **Host Organization shall arrange for at least two (2) able bodied persons to be available prior to the Performance to load in the equipment upon Epiphany's arrival as well as after the Performance to help strike the equipment and load it back out.** Host Organization will also be responsible for: ticket sales, admission charges and/or a free will offering if any, supervision of the seating arrangements for the audience, providing general security and crowd control for the performance area, and will provide assistance to Epiphany in setting up for the Performance and striking the set/equipment after the Performance as requested by Epiphany. Such assistants provided by the Host Organization will not be (or be deemed to be) agents or employees of Epiphany and shall not be entitled to compensation in any form from Epiphany.

7. Contact Person. The primary contact person for Host Organization and the person generally responsible for coordinating the Performance on behalf of the Host Organization is:

Name:

Address:

Telephone / Fax:

E-mail:

8. Copyright. Host Organization acknowledges and agrees that the Performance is a copyrighted work of Epiphany and may not be copied, recorded, reproduced, or otherwise re-transmitted without the express written consent of Epiphany (photography is also included). Host Organization will use its best efforts to prevent such recording, reproduction or retransmission at the Performance.

9. Cancellation. In the event Host Organization deems it necessary to cancel a Performance, Host Organization shall notify Epiphany as soon as possible. In such event, the 30% advance deposit of the Booking Fee may be retained by Epiphany unless Epiphany, in its sole discretion, determines that a full or partial refund is appropriate under the circumstances. In the event Epiphany deems it necessary to cancel a Performance, any payments received for the Booking Fee shall be refunded in full to the Host Organization unless such cancellation is the result of factors beyond Epiphany's control such as weather, natural disaster, negligence on behalf of the Host Organization, or non-compliance with the provisions set forth in this contract by the Host Organization. Epiphany will make every effort possible to re-schedule the Performance at its earliest convenience. Epiphany shall not be held liable for any damages, costs, expenses or prospective damages/expenses of the Performance in the event that Epiphany deems it necessary to cancel the Performance.

10. Indemnity. Host Organization agrees to indemnify and hold Epiphany harmless from any and all claims or liability arising from or related to the Performance except for claims arising directly from the intentional acts or gross negligence of Epiphany or its agents or employees.

11. Authorization. The party signing this Agreement on behalf of Host Organization is duly authorized to enter into such agreements on behalf of Host Organization and to thereby bind the Host Organization.

12. State Law. This Agreement is intended to and shall be governed by the laws of the State of Nebraska, where Epiphany remains incorporated as a non-profit organization.

13. Exempt Status. Host Organization acknowledges that Epiphany is organized and operates as an exempt organization under section 501(c)(3) of the Internal Revenue Code. The specific purposes of the Corporation are to educate, inspire and strengthen individuals and families in their relationship with God through the operation and support of Catholic theater productions, through the creation, display and distribution of faith-based works of art and through solicitation of gifts, grants and bequests for the support of such ministries. The parties agree that this agreement will be interpreted and performed in such a manner as to advance the exempt purposes of Epiphany in accordance with the restrictions generally applicable to exempt organizations. The parties further agree that they will take no actions in the performance of this Agreement that could jeopardize the exempt status of Epiphany.

IN WITNESS of the above, the parties have executed this Agreement as of the dates set forth opposite their signatures below. **(Please make a copy for your records and mail original to: P.O. Box 16067, St. Paul, MN 55116)**

Epiphany Studio Productions:

By: _____
Jeremy D. Stanbary, Executive Director

Dated: _____

Host Organization:

Name (please print): _____

Dated: _____

Title: _____ Signature: _____