



AngelinaArtsAlliance

PERFORMANCE RIDER

This standard performance rider is attached to and hereby made a portion of the agreement between Angelina Arts Alliance, Inc., (hereinafter referred to as the “PRESENTER”) and < **PRODUCER** >, for the services of < **ARTIST** > (hereinafter called “ARTIST”), for the touring production of < **SHOW** >, and in the event any terms, conditions or provisions of this contract rider are in conflict with any provision of the main body of the agreement to which this rider is attached or any other rider or exhibit thereto, the terms, conditions and provisions of this rider shall prevail. The agreement to which this is attached and all riders and exhibits thereto shall herein be known as the “Agreement”.

The laws of the State of Texas shall govern the validity, construction and effect of this contract.

If someone other than the ARTIST signs this contract, the person signing for the ARTIST expressly warrants and personally guarantees his authority by the ARTIST to execute this contract on behalf of the ARTIST for this engagement, for the time, place and details herein specified on this contract.

1. **COMPENSATION, DEPOSITS & LETTERS OF CREDIT:** All ARTIST payments shall be made by Angelina Arts Alliance check and delivered as per instructions outlined in the ARTIST’s contract attached hereto. PRESENTER does not provide deposits for future services rendered under the terms and conditions of this Agreement except when specifically agreed to in writing, in advance of this contract. PRESENTER does not issue letters of credit. If there is any reference to the issuance of a letter of credit by PRESENTER in the body of the Agreement to which this rider is attached or any other rider or exhibit thereto, the parties hereto expressly agree that PRESENTER is under absolutely no obligation to provide any letter of credit or letter of credit guaranty and any provisions therein to the contrary is void.

2. **INDEMNITY AND INSURANCE:** PRESENTER and ARTIST shall indemnify and hold harmless the other and their respective agents, employees, and representatives from any and all claims, actions, liability, losses, costs and expenses, including reasonable attorney’s fees, arising from the negligent or intentional acts or omissions or commissions of the indemnifying party or its employees, agents, or representatives. PRESENTER shall not be responsible for the loss of or damage to the property of ARTIST either while such property is on the premises of engagement or at any other time unless a complete schedule of ARTIST property is submitted to the PRESENTER seven days in advance of engagement. If such cause of loss is shared with the ARTIST or other, the PRESENTER shall be liable only for its proper percentage share of such fault. PRESENTER provides comprehensive liability coverage including personal injury, property damage, etc. The ARTIST is advised that such coverage is limited. It is required that the ARTIST procures coverage equal to that of PRESENTER’S coverage listed below for its personnel, equipment, property, and activities. PRESENTER’S general liability coverage of \$1,000,000 per occurrence are hereby deemed to be adequate.

The ARTIST represents and warrants that all individuals rehearsing and/or performing with or providing rights or services to the ARTIST during or related to the ARTIST’S residency have been engaged by the ARTIST and not PRESENTER and are covered by Unemployment Insurance, Worker’s Compensation and/or Disability Insurance procured by the ARTIST to the extent such coverage is required. Except for the PRESENTER staff, PRESENTER is not responsible for procuring any such coverage for the ARTIST or for any person who rehearses and/or performs with, or otherwise assists, the ARTIST in connection with this residency. The relationship between the parties as set out in this Agreement is that of independent contractors, and this Agreement does not constitute a contract of employment between PRESENTER and the ARTIST or any of its personnel.

3. **PERSONAL LIABILITY:** The person(s) executing the Agreement (including this and all other attached riders) on the Presenter’s behalf warrants his or her authority to do so but only as a representative of the Presenter. The parties hereto agree that the person(s) executing the Agreement on Presenter’s behalf has no personal responsibility whatsoever under the Agreement or relating thereto.

4. **ROYALTIES, LICENSES, AND FEES:** ARTIST agrees, represents and warrants that ARTIST holds the right to produce this production and is responsible for the payments of all royalties in conjunction with this engagement, excluding only standard Presenter’s payments due B.M.I and A.S.C.A.P. ARTIST further hereby represents and warrants that ARTIST has obtained all necessary permits and licenses required under existing and claimed rights, patent, trademark and/or copyright statutes respecting the performance and expressly agrees to indemnify, defend and hold harmless PRESENTER from and against any and all claims, actions, liability, losses, costs and expenses, including without limitation reasonable attorney’s fees, resulting from any failure of any of the representations and warranties of ARTIST herein or in the remainder of the Agreement. ARTIST will request royalty companies to restrict granting royalty rights to professional and amateur companies in a 75-mile radius of Lufkin, Texas in the same season year for June through May.

5. **FORCE MAJEURE:** No party to the Agreement will be liable for failure to appear, present or perform in the event that such failure is caused by or due to an act of God (including inclement weather that forces closure of the venue or hazardous conditions for ARTIST, PRESENTER or audience), physical disability, the acts or regulations of public authorities or labor unions, civil tumult, war, epidemic, damage to the performance facilities, or interruption or delay of transportation service or any other similar cause beyond the control of ARTIST or PRESENTER (each a “Force Majeure Event”). In such a case, all parties will make their best efforts to reschedule the engagement. If under the terms of this paragraph, the entire engagement must be cancelled, the PRESENTER and ARTIST will be relieved of their obligations hereunder with respect to the performance(s) so prevented and any monies advanced by PRESENTER to ARTIST will be refunded.

6. **CANCELLATION:** Cancellation or rerouting after tickets have been released and/or promotional efforts have begun for any reason other than a Force Majeure Event as outlined above in Section 5 herein shall not be considered a valid cause for cancellation without penalty and the party to this agreement who initiated such cancellation or rerouting shall be responsible for reimbursing the other party to this agreement for all documented reasonable out-of-pocket expenses incurred due to a date change or cancellation. In such circumstance the party who initiated such cancellation will be presented documentation within thirty (30) days following the cancellation of ARTIST’S performance and shall reimburse the other party by company check within ten (10) days following receipt of such statement. Real or potential lost profits shall not be considered a reimburseable expense.

7. **THEATER:** The site of the performance, The Angelina Center for Arts, (“Temple Theater”), is a public, not-for-profit facility owned by Angelina College.

8. **SMOKING, FOOD and DRINK:** Smoking (including vaping) is forbidden in Temple Theater, including on the stage. The exception will be smoking by performers during the course of the performance onstage as required in the script and stage direction. No member of the Company will carry or consume food or drink in the theater or on stage except as required in the script and stage direction. Food and drink are permitted in backstage and front of house locations.

9. **COMMISSION ON SALES OF SOUVENIRS:** The ARTIST or ARTIST’S representative must secure prior approval from PRESENTER to sell souvenir programs, books, photographs, posters, recordings and other materials related to the engagement; and will pay PRESENTER 10% of sales net of 8.25% sales tax. An additional 5% will be charged if PRESENTER furnishes salespersons. PRESENTER’S management may, at its sole discretion, refuse the right to sell inappropriate items and shall, in any event, retain control of locations of the sale. Any fee, license, tax or other charge that may be levied by any agency other than PRESENTER shall be the sole responsibility of the ARTIST to pay. Food and/or drink may not be sold. ARTIST must notify PRESENTER at least 14 days prior to the engagement, to make arrangements for merchandise sales by contacting Tracy Pinkerton, Executive Director, 936.633.5234 or tpinkerton@angelina.edu. Failure by the ARTIST or the ARTIST’S representative to contact PRESENTER’s merchandise contact prior to arrival at venue shall result in commissions of 20% on all merchandise. Provide ARTIST concession’s contact information below:

Contact Name: _____ phone: _____ e-mail: _____

10. **CONTRACT RIDER(S):** No rider attached to the Agreement shall be a part of the Agreement unless approved and signed by PRESENTER’S representative. PRESENTER reserves the right to reject any and all riders or any part thereof, including without limitation those not received and included as a part of the Agreement at the time of execution of the Agreement.

11. **TECHNICAL INFORMATION:** All production and catering must be advanced with PRESENTER. It is strictly against policy for PRESENTER to provide alcohol as specified in ARTIST’S rider, except when it is required by the script of the production. ARTIST agrees that the appropriate advance personnel for ARTIST will contact PRESENTER’S Production Director not less than thirty (30) days in advance of show date. As most companies use PRESENTER’S front of house lights and masking, action will not be taken to strip the house until proper consultation occurs and PRESENTER grants approval in writing. The ARTIST shall assure that a hanging plot and light plot, if applicable, is delivered to PRESENTER at least thirty (30) days prior to the first performance contemplated herein such that PRESENTER can advise the ARTIST of PRESENTER’S ability to comply. Only specified lines will be cleared, not including orchestra shell. All stagehand requirements in terms of numbers, times, and conditions shall be submitted to PRESENTER no later than thirty (30) days prior to the first performance contemplated herein so that PRESENTER can advise the ARTIST of PRESENTER’S ability to comply. PRESENTER’S complete technical specifications are attached as Exhibit “A”.

12. **SOUND REINFORCEMENT & LEVELS:** PRESENTER reserves the right to insist that sound reinforcement be utilized for its performances. By mutual agreement the ARTIST and PRESENTER will determine if the house sound system or the touring sound system will be used. PRESENTER requires that sound levels do not exceed 95db average at sound operator’s location except for peak effects.

13. **TECHNICAL EQUIPMENT:** PRESENTER shall not be responsible for any equipment or personnel not specifically stated in the Agreement, unless requested and agreed to with PRESENTER in advance of the first performance.

14. **DAMAGES:** Should negligence by ARTIST or touring crew cause damage to PRESENTER’S property, beyond usual and customary wear and tear, ARTIST agrees to pay whatever expenses are required in PRESENTER’S reasonable discretion to restore the stage, auditorium, and stage equipment to the same condition as when ARTIST entered the facilities.

15. REHEARSALS: ARTIST will inform PRESENTER 30 days prior to engagement if rehearsal time will be needed in the facility or in any other facility before or on the day of the performance. Should rehearsal space not be agreed to in initial agreement terms, PRESENTER will negotiate a rental fee for said space with ARTIST.

16. HOUSE OPENING: The Temple Theater will be opened for the audience thirty (30) minutes prior to show time.

17. TRAVEL/ACCOMMODATIONS: PRESENTER will be informed at least two weeks prior to engagement of ARTIST itinerary and accommodations. Should travel and accommodations not be expressly a part of this agreement PRESENTER will make reasonable efforts to advise ARTIST on local accommodations and transportation. ARTIST will make every effort possible to arrive the morning of the performance if not sooner

18. EMPLOYMENT, TAXES, ETC.: PRESENTER will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the U.S. Internal Revenue Service or other similar state/federal agencies for ARTIST or ARTIST'S employees. In signing the Agreement, the representative of PRESENTER does so only as the presenter of the entertainment and not as employer, producer, or operator. ARTIST must return IRS W-9 or W-8 BEN with contract. ARTIST agrees, represents and warrants that ARTIST will file all necessary and appropriate documents and information relating to employment taxes or other similar levies that may be required by the U.S. Internal Revenue Service or other similar state/federal agencies.

Foreign ARTISTS must have a United States EIN number and agree to comply with all U.S. tax laws. ARTIST or ARTIST'S representative agrees to present a copy of the W-8 BEN form thirty days prior to performance date and assumes full responsibility for its tax obligations and its employees' tax obligations. PRESENTER is not obligated to withhold from the ARTIST's payments from the venue. PRESENTER will issue the necessary 1042-S IRS form, documenting payment to the ARTIST, at the conclusion of the engagement. Additionally, PRESENTER will file a 1042-S IRS form with the IRS at the end of the fiscal year, including in this form their payment to the company via ARTIST Manager.

19. STABILITY OF TOUR: ARTIST will inform PRESENTER in writing of conditional clauses in other presenter/sponsor's contracts that would materially affect this date or tour, i.e., another presenter/sponsor's dependency on grant money to present the artist/date.

20. PUBLICITY: ARTIST agrees to provide the following materials within 30 days of signing contract.

- Logo or type treatment of official billing and/or ARTIST's name
- Copy/blurb for website and other show marketing
- Press information (news releases, bios, reviews and the directions for arranging interviews).
- Hi-res color images (JPEG format is preferable)
- Artist's preferred procedures for meet & greet activities

In addition to the above, ARTIST agrees to provide the following **if available and as requested by PRESENTER:**

- Posters - minimum of 50
- Radio copy and/or radio spot
- Footage of performance highlights and television ad spot (digital files preferred)
- Ad mat (with layered artwork)
- Links to approved footage on YouTube

Additionally, all billing of shows on ARTIST'S website should read "Angelina Arts Alliance, Lufkin, Texas"

21. HOUSE PROGRAM COPY: ARTIST agrees to furnish copy for house programs via e-mail to PRESENTER not less than sixty (60) days prior to performance. PRESENTER will assume no responsibility for errors in program copy or billing that are the result of incorrect or outdated information provided to PRESENTER by ARTIST. PRESENTER will assume no responsibility for insuring the accuracy of the program copy or billing if ARTIST makes changes within twenty-one (21) days of performance. When artist does not furnish information, PRESENTER, at its discretion, will create program copy from publicity information submitted by ARTIST.

22. ARTIST agrees that no signs, messages, or other written materials will be posted, displayed, distributed, or announced in, or adjacent to Temple Theater without written prior approval of PRESENTER. Such materials may not be fastened to any part of the facility except in spaces provided for this purpose, approved by PRESENTER and may not be permitted to interfere with crowd movement and safety.

23. ARTIST COMPLIMENTARY TICKETS AND HOUSE SEATS for ARTIST USE: A maximum of **ten (10) complimentary tickets** per performance will be made available to ARTIST by PRESENTER. These tickets will be held until 24 hours prior to performances and will be released at that time if not requested by the ARTIST. For house seat requests for purchase beyond complimentary tickets, **contact Kristine Bailey, Box Office Manager, at 936.633.5454 or kbailey@angelina.edu**. House seats will be pulled from best available at time of request and will not be held in advance. ARTIST’S contract or technical rider specifying use of house or complimentary seats shall supersede the previous clause, but is subject to negotiation. PRESENTER’S use of house seats over and above those set aside for artist will be entirely at PRESENTER’S discretion. There will be **no tickets** made available for ARTIST for school performances, master classes or other residency-based components.

24. PERFORMANCE RESTRICTIONS: ARTIST agrees, represents and warrants that ARTIST will not perform at any venue within a SEVENTY FIVE (75) MILE RADIUS for a period of ONE HUNDRED EIGHTY (180) DAYS prior to the scheduled date of the first performance and NINETY (90) DAYS after the last performance, unless prior written approval is obtained from PRESENTER.

FOR: ANGELINA ARTS ALLIANCE

FOR: PRODUCER

Tracy Pinkerton, Executive Director Date

Artist or Authorized Agent Date

Angelina Arts Alliance Contact Information

Mail Address:
PO Box 152634
Lufkin, TX 75915

Theater Address:
3500 S. First Street
Lufkin, TX 75901

Phone & FAX:
936-633-5454 Box Office
936-633-5359

Fed Ex/UPS Deliveries:
3500 S. First St.
Lufkin, TX 75901 ATT: Angelina Arts Alliance

Executive Director:
Tracy Pinkerton
936-633-5234 off 936-676-9843 cell
tpinkerton@Angelina.edu

Technical Director:
Eric Walker
936-633-5373 off 316-305-0559 cell
erwalker@angelina.edu

Marketing, Hospitality:
Ginger Trotter
936-633-3220 off 936-414-9045 cell
gtrotter@angelina.edu

Box Office Manager:
Kristie Bailey
936-633-5454 off 936-414-5113 cell
kbailey@angelina.edu

EXHIBIT “A”

TECHNICAL RIDER

A. House

- Seating Capacity Orchestra: 598 + 10 Handicapped = 608 Seats
- Balcony: 262 + 4 Handicapped = 266 Seats
- Six (6) Balcony Boxes – Three (3) on each side: 24 seats
- Total Seating Capacity: 874 + 24 balcony boxes = **898 TOTAL SEATS**
- Wheelchair seating: 10 on orchestra level, 5 on balcony. = 15 TOTAL HANDICAPPED SEATS

Lobby

- Located behind the seating area
- Visual Arts Gallery
- Public access restrooms for men and women located on both sides of the stage on Ground Floor.
- Access for the public to seating is via side or back of house vestibules.
- Access for performers to the house can be made directly from the stage or side vestibules accessible from backstage.
- Exiting from the theatre for the audience is through the lobby area.
- Box Office is located in the lobby near the west entrance doors.

Dimensions

- Farthest Seat: 65' Lower Level, 75' Balcony
- Nearest Seat: 5'
- Maximum width of theatre: 76'-5"
- Minimum width of theatre: 56'-0"
- Continental seating in orchestra
- Two (2) aisles in balcony.
- Only obstructed-view is in the first row on side aisles of balcony. Otherwise, sightlines are excellent from all parts of the theatre.

B. Stage

Proscenium

- 23' high x 45' wide
- Portal legs provide variable opening
- To back wall: 42' (from house face of proscenium wall)
- To Front of stage: 3' without Orchestra Cover; 10' with Orchestra Cover (from house face of proscenium wall)

Centerline to Stage Right/Left unobstructed

- To stage right wall: 39'3"
- To stage left wall: 34'5"

Wingspace:

- Stage Right: 20' x 40'
- Stage Left: 16' x 40'
- Stage Right includes Orchestra Shell Storage: 25'-6" x 8'-8" deep by 23'-30" Tall

Stage Floor

- Sleeper system - Robin's bio channel. 2 cross layers of 3/4" plywood, 1/8" Masonite topper.
Floor is painted flat black.

Road Board

- One 400A 3-phase/5 wire, 120/208V switches Stage
 - Stage Right for plug in
- One 200A 3-phase/5 wire, 120/208V switches
 - Up Stage Left for plug in
- One 100 A 3-phase/ 5 wire 120/208 V switches

- Upstage Left for Plug in
- Direct bare connection into all tie in panels
- Interface between road and house lighting equipment is DMX 512

C. Flight

- Main Curtain (Indigo Blue Color): Guillotine and Travel control located STAGE LEFT.
- Single Purchase, counterweight system with 28 lines on 9"/0.15 m centers.
- Grid Height: 55'
- Fly gallery height: 54' above Stage Left, accessible by ladder.
- 1600 lb. line load.
- First available line from plaster: 2'-6" (line # 3)
- Last available line from plaster: 31'-0" (line # 26)
- Permanently hung cyclorama: 30'-3" from plaster. Cyc curtain is constructed of a white, filled scrim 28' h x 63' w.
- Masking inventory: 2 panels, 5 leg sets with tabs and 5 borders, all black velour.
- Orchestra Shell ceiling pieces occupy 3 line sets and fly space.

Batten Lengths

- Standard battens are 60' long
- Battens # 4, 11, 16, 22 are electric. *These are not suitable for scenic or moving pieces!*

Counterweights

- Standard sets require 2.5 bricks for batten weight and have a 1600 lb. capacity at the pipe.
- Full bricks weight 44 lbs. Half bricks weigh 22 lbs.

D. Lighting

House Board and Control

- Located in lighting booth, center rear of orchestra.
- ETC expression 3-400 channel control console.
- Remote focus unit.
- 128 Stage circuits.
- 128 2.4 K dimmer modules.
- House Lights can be run separately.
- ETC ION Lighting console w/ 2x20 fader wing and RFR

Lighting Positions

Note: All electric positions are permanent. Equipment inventory is variable. Tell us what you need and we will substitute equipment as necessary.

Followspots

- Two (2) Ultra Arch Series II located back of house in balcony with full booth enclosure.

The Temple Theater has an ETC Expression 3 Console connected to an ETC Response Network Controller. This gives us the ability to turn over control of any of our dimmers to a user's light board, provided that following conditions can be met:

- The user's lighting console must have an available DMX output that can be connected to our stage left DMX line inputs. If the user is controlling digital equipment (such as dimmers, color scrollers, intellabeams, etc.), there must be an extra DMX 512 output, a parallel output that can be used, or the user must bring a splitting device for the DMX output (such as a Doug Fleenor "Opto-splitter").
- We must retain control of our houselights.
- We need a reasonable amount of preparation time on Move-In day to program our Response Network Controller, unless all relevant re-patch information can be made available to us at least two business days in advance.

E. Audio

- Sound Craft Spirit Live mixing console located rear back orchestra in booth with open window 20'w x 4'h
- Playback
 - Denon DN-T620 CD/Cassette Combination
 - Denon DN-770R Dual Cassette Recorder
 - Sony mini-disk player
- Processing – White Paramediac
- Temple Theater is equipped with a center hung cluster consisting of
 - (7) Electro Voice FRX-640 Two way Horn-load coaxial speaker system
 - (2) EV electrovoice TL 7700 Low Frequency
 - QSC power
- Stage Monitoring is provided by (3) Electorvoice FM 1202ER

Temple Theater is equipped with lobby and dressing rooms monitor system. The house spot booth has a discrete monitor system. The house communication system is RTS, with an RTS 802 control station located at the stage right Stage Manager's position. In addition to intercom, the hall is equipped with paging to dressing rooms and other ancillary backstage areas.

F. Dressing Rooms

Locations and Capabilities:

- Dressing/Makeup/Green rooms are level with the stage and the loading dock.
- Two (2) two cast dressing rooms – capacity (7+) each, includes sink, private toilet and shower.
- One (1) star dressing room, includes private sink, toilet and shower.
- One (1) make-up room adjoins both cast dressing rooms – capacity (15) with (15) mirrors, 43' 6" of counter space for make-up.
- Costume Shop can be used as a Wardrobe Room.
- One (1) green room, which can be used as another dressing room as necessary.
- Total dressing room space accommodates 30 cast members

Equipment

- All dressing rooms include lights, chairs, sink, toilets, and showers. Towels are available on request.
- Costume Shop is equipped with clothes racks, washer, dryer, sewing machines, irons, ironing boards and steamer.
- Green Room includes telephone, sink, and refrigerator.
- All backstage area is WiFi

G. Truck Loading and Unloading

- Loading dock is level with stage floor
- Dock height above ground level: 2' – 8 ½"
- Loading door measures: 12' wide x 12' high
- Loading door at stage: 12' wide x 16' tall
- Distance to stage: 46' x 0" from dock door to stage
- 2 trucks can unload in dock at a time
- Arrangements for overnight, on-campus parking must be made in advance.

H. Orchestra Facilities

- Orchestra Pit measures 7' high x 25' 6" wide x 11' deep back section underneath stage 40' wide x 6' deep
- Performance level: 7' x 0" below stage level.
- Accommodates up to 14 musicians at 30 sq. ft per musician.
- Elevator on Stage Left – operated at Elevator Lift
- Stairway on Stage Right Splay.
- Orchestra Pit Cover can be added to extend stage floor.
- Orchestra lights controlled at Orchestra Pit
- Rehearsal space is available by advance arrangement.
- Wenger music stands with clip-on lights are available, limited in number. Podium is also available.

PRESENTER

Angelina Arts Alliance, Inc.
P.O. Box 152634
Lufkin, TX 75915

STAFF

Executive Director
Tracy Pinkerton
(936) 633-5234
tpinkerton@angelina.edu
FAX 936-633-5359

Technical Director
Eric Walker
(316) 305-0559
erwalker@angelina.edu

Box Office
(936) 633-5454

FACILITY

Angelina Center for the Arts Temple Theater
3500 South First Street
Lufkin, TX 75901

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