

The Palace Theatre
Community Auditorium & Information Center
72 South Main Street Crossville, TN 38555
931-484-6133

Contract - Auditorium

This agreement is made by and between The Palace Theatre Community Auditorium and Information Center, hereinafter called the "Palace Theatre"

and

(Name): _____

(Address): _____

(Phone): _____, hereinafter called the "Sponsor".

1. The rental charge for the use of the Palace Theatre will be \$ _____ with damage/cleanup deposit of \$ _____ for a total payment of \$ _____.

The event date is, _____ beginning at, _____ (time) and vacating at, _____ (time). \$100 per hour is charged for any time over 5 hours.

The type of event is a _____ (Concert, Meeting, Comedian, etc.).

The Sponsor is responsible for payment of approved sound technicians, security personnel, house personnel, stage technicians and crew, as needed.

The Palace Theatre reserves the right to establish the minimum number of persons required for operation and/or public safety. Other additional cost may be overtime rental, overtime for personnel, and for any optional equipment rented from the Palace Theatre. A final bill will be calculated. **The Sponsor is responsible for payment of sound personnel. Please ask for approved technician list.** The Sponsor may use the House System as needed. The Sponsor shall obtain at his/her own expense all front house staff, ticket takers, ushers, etc. No unauthorized persons, including the audience, shall be permitted backstage before, during or at the conclusion of the event. The Palace Theatre Administration reserves the right to determine if law enforcement protection is required and if so will be obtained at the sponsor's expense.

2. A damage/clean-up deposit of \$50.00 must be made with the contract. The amount will be refunded; less damage/clean-up cost, if any, or may be applied to the final bill. The Sponsor will be responsible for the replacement or repair of any damage incurred to the house or stage area.

3. The Sponsor agrees to indemnify and save harmless the Palace Theatre, the City of Crossville, and all of their agents, volunteers, and staff from and against any and all loss, cost, expense, or damage, including a reasonable Attorney's fee, caused by injuries to person or property while in or about the Palace Theatre during the time of its use by the Sponsor. A Certificate of Liability Insurance in an amount not less than \$1,000,000 is required. If you do not have liability insurance, you will need to purchase, through your insurance carrier, a Special Events Policy with the City of Crossville and employees specifically named as additional insured. A copy of this is required 15 days before the scheduled event. If you are a Non-Profit Organization, a copy of your 501(c)3 is required. All contracts and payments must be signed and paid 15 days prior to performance.

4. If the Sponsor fails to show due to an Act of God or other unavoidable reason, the Palace Theatre, within its discretion, shall waive payment and refund all deposits made in advance. However, on ticketed events a cancellation fee of \$1 per ticket issued will be charged to the sponsor.

If, due to an Act of God or other reason beyond the control of the Palace Theatre, the event scheduled cannot be held at the time, place and upon the terms contained herein and, if a satisfactory new performance date(s) cannot be arranged, neither the Sponsor nor the Palace Theatre shall have a claim for damages and this Contract shall be null and void.

5. The Sponsor agrees to abide by the house rules of the Palace Theatre, and observe the limitations set forth regarding maximum occupancy and fire safety. Due to state laws and fire safety codes, the Sponsor must not allow more than 302 audience members per performance. There will be no "standing room only" allowed, and wheelchair and/or handicapped persons will be seated in designated areas, not in the aisles. Open flames are prohibited in the auditorium in accordance with state law. All platforms and/or props may not extend beyond the stage into the house. Regarding use of the Green Room, food may be brought in for the sole purpose of serving performers, guests and/or attendees to the Sponsor's function. **ALCOHOLIC BEVERAGES ARE PROHIBITED.**
THE PALACE THEATRE IS A SMOKE FREE BUILDING.

6. The Sponsor's down payment in the amount of \$_____ equal to 20% of the total rental charge is hereby acknowledged by the Administrator, and with the signed contract the above date(s) is confirmed. This down payment is non-refundable except as outlined in section four (4).

7. The balance of rental fee and the damage/cleanup deposit is due and payable 10 days prior to the performance date, unless special arrangements are approved by the Administrator.

8. In the event that the Sponsor cancels the event less than 5 days prior to the date of the performance the entire basic rent will be forfeited.

9. All payments shall be paid by cash, certified check, or acceptable draft payable to the Palace Theatre. Any additional charges will be calculated and due immediately following the last performance.

10. This contract may not be changed or terminated orally. No changes shall be made except in writing, signed or initialed by both the Sponsor and the Administrator.

11. No deposits shall be refunded until all House Rules, backstage regulations, event information and general information are complied with.

12. Video cameras are prohibited. The Palace Theatre has in house video equipment and reserves the right to video and/or refuse video recording to renters, or other parties. The Palace Theatre is a registered trademark.

13. Sponsor warrants and represents that it has obtained the appropriate license necessary for its proposed use of the designated space on the dates and times specified and agrees that the Palace Theatre has no responsibility to confirm that such performance license have been granted to Sponsor, nor does the Palace Theatre have any responsibility to obtain any performance license on behalf of Sponsor.

14. All shows longer than 90 minutes must take at least a 15 minute intermission.

15. Sub-leasing of the Palace Theatre is prohibited.

16. The number of comp tickets will be limited and must be approved by management.

17. Admission to theatre cannot be denied any person on the basis of race, creed, color, religion, sex or national origin.

THE CITY OF CROSSVILLE, PALACE THEATRE, RESERVES THE RIGHT TO DENY ACCESS OF THE FACILITY TO ANY PROMOTER OR PRODUCER WHOSE INTENDED USE WOULD OFFEND COMMUNITY STANDARDS OF DECENCY AS FOLLOWS:

- (a) whether the "average person, applying contemporary community standards" would find that it, taken as a whole, appeals to the unwholesome interest
- (b) whether it depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law, and
- (c) whether it, taken as a whole, lacks serious literary, artistic, political, or scientific value

BINDING CONTRACT

This contract sets forth the entire understanding and agreement and is not subject to amendment or supplemental agreement, except in writing duly executed by both the Sponsor and the Administrator. This agreement shall be valid and binding only when countersigned by a duly authorized agent of the Sponsor and the Palace Theatre Administrator. The laws of Tennessee shall apply to any dispute arising from this agreement.

I have read and understand all of the Palace Theatre policies set forth. In witness whereof, we have hereunto set our hands and seals on this date, _____.

Palace Theatre Administrator Date Sponsor Date

Approved sound personnel

- 1)
- 2)
- 3)
- 4)
- 5)