

### **AUDITORIUM RENTAL AGREEMENT**

The Auditorium is available to rent by day, month or year and is ideal for concerts, recitals, movies, pageants, business presentations and church performances. The Auditorium includes a sound system which features four high, two base speakers on either side of the stage, four highs on the ceiling, two front and two middle which is fed through the soundboard. \*Your group must have a trained sound technician to run the sound and light board. The Auditorium is located at the Albert Parkhurst Municipal Complex at 200 South Center St., Hildebran.

The Auditorium comes with an ADA wheelchair lift, restrooms, including one ADA restroom, and a handicap accessible seating area. The Auditorium seats 545 guests.

RENTAL CHARGES	The deposit and rental fees both must be paid in CASH on the day of booking in order to reserve the Auditorium.				
Security Deposit:	\$200 The deposit will be refunded, by check via mail, after the key(s) is returned to Town Hall and after an inspection of the Auditorium is found to be in the same condition as when it was originally rented.				
Rental Fees:	Regular Rate: Military or Veteran: Non-Profit:	<u>Daily</u> \$150.00 \$113.00 \$ 75.00	<u>Weekly</u> \$1,000.00 \$ 750.00 \$ 500.00	Add'l Weeks \$500.00 \$375.00 \$250.00	<u>Monthly</u> \$2,500.00 \$1,875.00 \$1,250.00
Liability Insurance:	Renters are responsil their own for all ever	-	ing general liab	ility insurance	coverage on

#### BOOKING

The Town of Hildebran will book your reservation once all rental charges (deposit and fees) are paid (in CASH), the Auditorium Rental Policy is completed in its entirety, and the Auditorium Rules & Regulations form is signed and dated. All renters must provide a copy of a valid driver's license or other photo ID. \*In order to receive a military or veteran discount, the person in the military (or the veteran) must provide written proof/photo ID of military status/service and sign all documents.

#### CANCELLATION POLICY

Cancellations must be made at least forty-eight (48) hours before your reserved start time in order to receive a full refund of all rental charges (deposit and all fees). Cancellations made less than forty-eight (48) hours before your reserved start time shall result in a charge of \$150.00, **NO EXCEPTIONS**; said \$150.00 charge shall be taken out of your \$200 security deposit, if necessary. In case of a death in the family that occurred before your rental and required a cancellation thereof, a full refund of all rental charges (deposit and all fees) will be issued if proof can be shown of said death. In addition, a full refund of all rental charges (deposit and all fees) shall be issued if a natural disaster or snowfall prohibits the use of the facility.

Auditorium renters will be responsible for any damage or loss sustained as a result of the renter's occupancy of the Auditorium, and the \$200 security deposit shall be retained by the Town until all of said damages are paid for by the renter.

## **AUDITORIUM RENTAL POLICY**

RENTER INFORMATION					
Name/Organization:					
Address to Mail Deposit Refund:					
City:	_ State:	Zip:			
Phone:	Alternate:				
Email:	Employer:				
EVENT INFORMATION					
Event/Purpose:		Estimated Attendees:			
Rental Date Requested:					
Time Requested:					

\*Renters are responsible for purchasing general liability insurance on their own for all rentals before the rental is approved. The key to the auditorium will not be issued unless the Town has received the Certificate of Insurance (COI) two (2) weeks in advance.

### Office Use Only

<b>RENTAL CHARGES:</b>		KEY:
Security Deposit:	\$	I acknowledge that I have received the key(s) to the Auditorium and will only use the key for
Rental Fee:	\$	my designated booking time. I will return the key to Town Hall the next business day.
TOTAL:	\$	
		Signature:
Date Paid:		
		Key #:
		Date key returned:
LIABILITY INSURANCE	CE:	
Town received COI?	🗆 Yes 🗆 No	Deposit Refundable? 🛛 Yes 🗆 No

# **AUDITORIUM RULES & REGULATIONS**

Please familiarize yourself with the Auditorium Rules & Regulations

- Adult supervision of all individuals during event/activity is required.
- The person responsible for the facility, as stated on the application, assumes full responsibility for all damages to the facility or to any Auditorium items during his/her contract and will be responsible for all repairs related to damage during the rental.
- No smoking, tobacco products or controlled substances, of any type, is allowed to be used or sold in or around the Auditorium or municipal complex.
- No alcohol shall be allowed in or around the Auditorium or on the municipal complex.
- No weapons (guns, knives, etc.) of any kind are allowed in or around the Auditorium or municipal complex.
- No decorations or signage is to be permanently attached to walls, ceiling or floors. The use of glitter and confetti is prohibited.
- Only animals used in facilitating the needs of persons with disabilities are allowed inside the Auditorium.
- The Auditorium cannot be rented to sell any wares or soliciting any products for private or public sale.
- Fireworks, sparklers, candles or other flammable items are prohibited in or around the Auditorium and municipal complex.
- Grills or other flammable cooking devises are prohibited in or around the Auditorium and municipal complex.
- Renters are responsible for cleaning the stage, seating area, and restrooms including cleaning up any spills or debris, and putting all trash in trash cans. All trash in excess of the container provided is to be hauled off by the renter.
- When leaving the building, all doors must be closed, locked and lights/sound board turned off.
- Any person/group violating any of the above rules & regulations is subject to suspension from use of the facility and prosecution in the event of a law enforcement violation, as provided in the Town of Hildebran "Code of Ordinances." Failure to clean up or comply with the Auditorium Rules & Regulations may result in expulsion from the Auditorium/Municipal Complex and/or forfeiture of all fees and deposit.

I, the undersigned, agree to abide by all Rules & Regulations and hereby covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from or out of the use or occupancy of the demised premises by or under Tenant or Tenant's agents, employees, or invitees, save and except claims, arising from the negligence of Landlord or Landlord's agents, employees, invitees or Landlord's other Tenants. Tenant shall not be liable hereunder for any special, incidental or from the negligence of Landlord, Landlord's agents, employees, or invitees. Dependent upon the type of event, separate insurance coverage by the Tenant may be required. Failure to abide by any part of this Rental Agreement could result in Renter losing the privilege to rent in the future. I hereby acknowledge that I have received a key(s) to the above reference facility and a copy of both the Rental Policy and the Rules & Regulations in this agreement. All keys shall be returned to Town Hall the next business day.

I, the undersigned, hereby agree to indemnify, protect and save harmless the Town of Hildebran, its agents, elected officials, and staff from all claims, liability or lawsuits, including reimbursement of attorney fees in defending such claims and damage to real or personal property which arises out of, or results from the acts or omissions of the undersigned or resulting from the activities carried on by the undersigned and its employees, agents and representatives.

I have read and agree to abide by all Rules & Regulations.

Print Name:

Signature: