

# Amelia Community Theatre Event and Venue Rental Contract

Amelia Community Theatre  
207 & 209 Cedar St.  
Fernandina Beach, FL 32034

*For ACT Use Only*

Date-Hold Deposit Total \$ \_\_\_\_\_ Date Received \_\_\_\_\_ Cash Check C.C.

C.C. Authorization Form      Date Received \_\_\_\_\_

Commercial     Private     Non-profit    ( Tax Exempt Form Received)

Total Rental Amount \$ \_\_\_\_\_

Insurance Information/Certificate      Date Received \_\_\_\_\_

NOTES:

Amelia Community Theatre Event and Venue Rental Contract

Rental Information

Event date(s): \_\_\_\_\_  
(For rentals covering multiple days, please fill out the multi-day schedule at the end of the contract.)

Load-In/Set-Up Start Time: \_\_\_\_\_

Event Start Time: \_\_\_\_\_

Event End Time: \_\_\_\_\_

Load-Out/Clean-Up End Time: \_\_\_\_\_

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

Number of guests: \_\_\_\_\_

Single event or multiple days/nights - Description:

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

(For the best event pre-planning and production please provide on the following page a detailed plan and schedule for specific times and aspects of your event).

Renter/Client(s)/Company Name:

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Secondary Phone: \_\_\_\_\_

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

Onsite Contact:      Same As Above       (If different, list below)

Onsite Contact Name: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Secondary Phone: \_\_\_\_\_

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

## Amelia Community Theatre Event and Venue Rental Contract

ACT strives to provide hospitable and affordable rental options for the local community and organizations. We reserve the right to exclude certain activities/events which may not be appropriate for the Theatre. We have three pricing tiers which offer a reduced rental rate for personal events and non-profit organizations.

**Commercial:** Any group using the theatre for profit, when an admission fee is charged, tickets sold, or a service or product is offered for sale.

**Private:** Any group function not open to the public that does not charge any type of fee or admission for the event.

**Non-Profit:** A registered 501C(3) organization. Note: A copy of your current tax-exempt letter or certificate as well as a copy of your non-profit certificate (if available) must be included with your Date-Hold Deposit.

### Base Rental Pricing Per Day Please Select the Applicable Boxes

|   |  |  |
|---|--|--|
| <p><b>Mainstage Theatre</b><br/>(Mainstage Lobby included)<br/>(170 Auditorium Seats)</p> <p><input type="checkbox"/> Commercial \$1000.00<br/> <input type="checkbox"/> Private \$800.00<br/> <input type="checkbox"/> Non-profit \$500.00</p> | <p><b>Mainstage Lobby</b><br/>(Lobby Only)<br/>(150 Standing or 75 Dinner Seating or 100 Lecture Seating)</p> <p><input type="checkbox"/> Commercial \$750.00<br/> <input type="checkbox"/> Private \$600.00<br/> <input type="checkbox"/> Non-profit \$350.00</p> | <p><b>Studio 209 Theatre</b><br/>(Studio 209 Lobby included)<br/>(80 Auditorium Seats)</p> <p><input type="checkbox"/> Commercial \$600.00<br/> <input type="checkbox"/> Private \$500.00<br/> <input type="checkbox"/> Nonprofit \$250.00</p> |
|---|--|--|

NOTE: Rental time is based on six (6) hours, which is inclusive of load-in and load-out. Additional time, if needed or requested, is subject to additional fees of \$50.00/hour for each hour more than six (6) in a single day.

|  |   |   |   |   |
|--|---|---|---|---|
| Total Additional Hours Requested<br>\$50.00/Hour Over Base Rental Time | <input type="checkbox"/> One Hour<br>\$50 | <input type="checkbox"/> Two Hours<br>\$100 | <input type="checkbox"/> Three Hours<br>\$150 | <input type="checkbox"/> Other<br>\$_____ |
|--|---|---|---|---|

A signed contract and Date-Hold deposit in the amount of \$150.00 (per each day rented) must be received to reserve your date(s) and time(s). This deposit will be credited toward the total rental fee and is due a minimum of thirty (30) days prior to your event.

|   |   |  |  |   |
|---|---|--|--|---|
| Total Date-Hold Deposit Required<br>\$150.00/Day Rented | <input type="checkbox"/> One Day<br>\$150 | <input type="checkbox"/> Two Days<br>\$300 | <input type="checkbox"/> Three Days<br>\$450 | <input type="checkbox"/> Other<br>\$_____ |
|---|---|--|--|---|

A Damage Deposit of \$150.00 is due by credit card. (Please see the credit card authorization form at the end of this contract). NOTE: Unless damages are incurred during the rental, no charge will be placed on the credit card. This is a required, non-charged deposit and is not part of the rental fee. The credit card authorization form is due at the time of the reservation along with the Date-Hold Deposit. You are responsible for clean up immediately after the event. This includes food, beverages, dishes and garbage. All chairs, tables, etc. must be cleared away and the theatre left in the condition it was prior to the event. If damages are incurred during the rental; including but not limited to damage to the building, equipment, and furnishings, your credit card on file will be charged. This includes additional cleaning expenses if necessary. Once it has been inspected by ACT and found to be in good condition, as determined by the Theatre, your authorization form will be voided. If you cancel your event within the necessary timeframe, the credit card authorization form will be voided.

Amelia Community Theatre Event and Venue Rental Contract

Additional Services Pricing (Availability Determined by Theatre)

Please Select the Applicable Boxes

|                          |  |  |
|--------------------------|--|--|
| <input type="checkbox"/> | Ticketing and Box Office<br><input type="checkbox"/> Mainstage <input type="checkbox"/> Studio 209 | \$100.00/performance on the Mainstage<br>\$50.00/performance in the Studio 209 Theatre |
| <input type="checkbox"/> | Stage Manager (Backstage)  | \$25.00/hour (4 hour minimum)  |
| <input type="checkbox"/> | Electric Piano (Yamaha Clavinova)  | \$75.00/day/piano  |
| <input type="checkbox"/> | Sound (Specific Requested Equipment Use Only, No Operator)   | \$75.00/day  |
| <input type="checkbox"/> | Audio/Sound Operator   | \$25.00/hour (4 hour minimum)  |
| <input type="checkbox"/> | Stage Lighting (Use of Existing Lighting Instruments Only, No Operator)                            | \$75.00/day  |
| <input type="checkbox"/> | Lighting Operator  | \$25.00/hour (4 hour minimum)  |
| <input type="checkbox"/> | Projector and Screen (11'x17' Rear Projection Screen and 2K Projector)                             | \$75.00/day (Limited placement due to size)  |
| <input type="checkbox"/> | Projectionist (Operator)   | \$25.00/hour (4 hour minimum)  |

Payments should be made to AMELIA COMMUNITY THEATRE. Cash, check, Visa, MasterCard, and Discover are accepted. A credit card authorization form is located on the last page of this contract. Full payment of the total rental fees is due the first day of the event and must be paid before the event begins.

In the event of a cancellation, the reservation deposit will be refunded if the notice of cancellation is made in writing more than twenty-five (25) days before the event date. No refunds of the Date Hold Deposit will be paid if you cancel your event within the 24 days prior to your event, as your agreement to rent Amelia Community Theatre on this date may cause the loss of additional bookings or business.

NOTE: This contract is subject to the conditions listed on the following pages. Please initial and date the following pages.

|  |    |
|--|----|
| Subtotal Base Rental Price & Additional Hours Cost | \$ |
| Subtotal Additional Services Cost                  | \$ |
| Total Rental Cost                                  | \$ |

Acknowledged, agreed, and authorized by PRIMARY CONTACT/RENTER:

\_\_\_\_\_ date: \_\_\_\_\_

Acknowledged and agreed by AMELIA COMMUNITY THEATRE:

\_\_\_\_\_ date: \_\_\_\_\_

## Amelia Community Theatre Event and Venue Rental Contract

### CONDITIONS AND RESPONSIBILITIES OF RENTER

#### DEPOSIT/RENTAL FEES

A signed contract and date-hold deposit in the amount of \$150.00 (per each day) must be received to reserve your date(s) and time(s). A refundable Damage Deposit of \$150.00 is due by credit card. This is a required, returnable deposit and is not part of the rental fee. These deposits are due at the time of the reservation. Full payment of rental fees and any other fees related to the venue rental are due immediately preceding the event.

#### INSURANCE

Special Event Liability insurance is required of all renters and a Certificate of Liability Insurance is due no later than ten (10) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring Amelia Community Theatre employees, contractors, contracted vendors, and agents of the theatre against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks.

If you are going to serve alcohol, it is recommended that your policy includes Host Liquor Liability coverage to protect you against alcohol related accidents, as you are ultimately liable for the safety of your guests. Established catering services may use their license and insurance to cover this.

Any caterers and/or outside vendors, companies, and/or institutions contracted by you for the event must provide a copy of their certificate of insurance and catering license to Amelia Community Theatre and will be delivered at least ten (10) days prior to the event.

#### LIABILITY

Renter agrees to indemnify, defend, and hold Amelia Community Theatre, its Board of Directors, officers, employees, and agents harmless and without liability for any accident or injury occurring in the Amelia Community Theatre buildings or premises while you are renting one or more of the facilities. You accept responsibility for anyone allowed in the building and agree to hold the Amelia Community Theatre harmless and without liability for any action taken by anyone within the building or on the premises during the rental period. Amelia Community Theatre reserves the right to refuse service or cancel the rental agreement at any time.

In the event Amelia Community Theatre, its Board of Directors, officers, employees, and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, the renter agrees to pay Amelia Community Theatre, its Board of Directors, officers, employees, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Amelia Community Theatre, including all collection expenses and interest due.

Contact/Renter Initials:                      Date:

## Amelia Community Theatre Event and Venue Rental Contract

### CATERING KITCHEN

Kitchen Policy — The Mainstage kitchen is a production space and is included in rentals of the Mainstage Theatre or Mainstage Lobby. It is to be used for final food presentation, plating and bussing only. Please note that Amelia Community Theatre does not provide dishes, glassware, pots, pans, knives or utensils. The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event.

Caterers must remove all trash, composting and recyclables from the site as we do not have adequate facilities. All trash, including sorted recyclables and properly sorted compost, must be collected, properly bagged and removed by the caterer.

Food and beverages are permitted in the Mainstage Lobby and the Studio Theatre, however, no open beverages or food items are permitted in the Mainstage Theatre Auditorium.

Failure to remove or clean will result in additional fees and will be charged to the renter's credit card on file.

### BAR AND ALCHOLIC BEVERAGES

While selling alcoholic beverages is not permitted by the renter or caterer, ACT reserves the right to operate a cash bar for wine and beer during your event. This typically applies only to rentals which involve a performance or production in the Mainstage or Studio Theatres.

Serving of complementary alcoholic beverages is permitted and in the event the renter does not want ACT to operate a cash bar, ACT may (at its own discretion) waive that right for a fee determined at that time dependent upon expected guest quantity and ticket pricing.

### CAPACITY

Mainstage Theatre—170 seated in the Auditorium.

\*Note: Rental of the Mainstage Theatre, includes the use of the Mainstage Lobby.

Mainstage Lobby—75 seated (dinner), 100 seated (lecture), or 150 standing or cocktail.

Studio Theatre—80 seated in the Auditorium.

### SITE DECORATION

Amelia Community Theatre desires to make every event here a special and welcoming experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff of Amelia Community Theatre rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques, or seating. No nails, screws, staples or penetrating items are to be used on our walls or floors. No rice, confetti, seeds, glitter, or like items are permitted on site. Only low tack tape is allowed on our floors and wall. All candles must be in an enclosed holder. Open flames are not permitted. Any damages incurred from decorations will be charged after the event.

Contact/Renter Initials:

Date:

## Amelia Community Theatre Event and Venue Rental Contract

### CONDUCT

There is absolutely no drug use or smoking of any kind tolerated within the premises. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion at the Theatre's own discretion. Renter and guests shall use the premises in a considerate manner at all times. The renter is responsible for the actions and conduct of guests at the event. Conduct deemed disorderly at the sole discretion of Amelia Community Theatre staff shall be grounds for immediate expulsion of individuals from the premises and if necessary, conclusion of the rental period. In such cases no refund of the event costs shall be made, and the renter is responsible for the full cost of the event.

### LIVE MUSIC/DJs/NOISE

Amelia Community Theatre encourages music and dancing. However, please be aware that the Theatre's premises are located near residential housing and therefore City of Fernandina Beach noise regulations do apply. In the event that renter's event creates a disturbance due to high noise, Amelia Community Theatre's staff and/or agents have full authority to ask the renter, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at the Theatre's discretion, the renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter and the renter will be responsible for those full costs.

### CANCELLATION

The Date-Hold Deposit is non-refundable unless canceled within the timeframe listed below.

The Damage Deposit is refundable (Non-charged in the event of cancellation).

All Deposits will be refunded, if rental is canceled in writing 25 days prior to the event.

Cancellations occurring within the 24 days prior to the event, forfeit the Date-Hold Deposit.

Cancellations occurring within 48 hours of the event are subject to one half (50%) cost of the event, not including the Date-Hold Deposit.

### LOAD-IN/LOAD-OUT

All load-ins and load-outs must take place within the designated timeframe. Amelia Community Theatre is not responsible for checking in or handling any items brought into the venue by rental/contracted companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative.

Contact/Renter Initials:

Date:

## Amelia Community Theatre Event and Venue Rental Contract

### CLEANING, TRASH AND EQUIPMENT REMOVAL

Amelia Community Theatre will be in a clean condition prior to your event. Within two (2) hours following the event (within the designated time slot of the rental), you are required to return the space to the same clean condition in which it was found.

All trash, including sorted recyclables and properly sorted compost, must be collected, properly bagged and removed by the renter or the caterer (as applicable).

### CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times. The Renter shall not sell alcohol on premises at any time. renter may not serve alcohol to minors on the premises at any time. renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Amelia Community Theatre reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Amelia Community Theatre or the safety of its staff, guests, or building contents.

### ENTRY AND EXIT

The Renter agrees that Theatre staff may enter and exit premises during the course of the event. A representative of Amelia Community Theatre will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. They will also be checking the bathroom and overall premises, and will be available for questions or to respond to needs or issues that may arise at any time.

### LOST AND FOUND

Amelia Community theatre takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and typically hold recovered items for approximately 30 days. Every reasonable attempt will be made to return any recovered item to its rightful owner.

### PROMOTIONS AND COPYRIGHT

It is important to us that you have a fantastic and successful event. Certain elements and images related to Amelia Community Theatre are subject to copyright law. Should Amelia Community Theatre be engaged in the promotion or co-production of your event, it is important that we see and approve all marketing messages and communications.

Contact/Renter Initials:

Date:



Amelia Community Theatre Event and Venue Rental Contract

MULTI-DAY RENTAL SCHEDULE

Onsite Times for Multi-day Events  
Please list all days of the event.

**“Load-In Time”** – When you plan to first arrive onsite at the Theatre.

**“Event Start Time”** – When you expect guests to first arrive onsite at the Theatre.

**“Event End Time”** – When you expect the guests to have finished departing from the Theatre.

**“Load-Out Time”** – When you plan to leave the Theatre after the event has concluded.

|   |   |   |
|---|---|---|
| <p>Date: _____</p> <p>Load-In Start Time: _____</p> <p>Event Start Time: _____</p> <p>Event End Time: _____</p> <p>Load-Out End Time: _____</p> <p>NOTES:</p> | <p>Date: _____</p> <p>Load-In Start Time: _____</p> <p>Event Start Time: _____</p> <p>Event End Time: _____</p> <p>Load-Out End Time: _____</p> <p>NOTES:</p> | <p>Date: _____</p> <p>Load-In Start Time: _____</p> <p>Event Start Time: _____</p> <p>Event End Time: _____</p> <p>Load-Out End Time: _____</p> <p>NOTES:</p> |
| <p>Date: _____</p> <p>Load-In Start Time: _____</p> <p>Event Start Time: _____</p> <p>Event End Time: _____</p> <p>Load-Out End Time: _____</p> <p>NOTES:</p> | <p>Date: _____</p> <p>Load-In Start Time: _____</p> <p>Event Start Time: _____</p> <p>Event End Time: _____</p> <p>Load-Out End Time: _____</p> <p>NOTES:</p> | <p>Date: _____</p> <p>Load-In Start Time: _____</p> <p>Event Start Time: _____</p> <p>Event End Time: _____</p> <p>Load-Out End Time: _____</p> <p>NOTES:</p> |

Amelia Community Theatre Event and Venue Rental Contract

CREDIT CARD PAYMENT AUTHORIZATION FORM

Amelia Community Theatre requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize Amelia Community Theatre to make a debit(s) to your credit card listed below.

Please present this authorization form in person at the Theatre, or deliver it by mail.

By signing this form you give Amelia Community Theatre (ACT) permission to debit your account as indicated below.

This permission does not provide authorization for any unrelated debits or credits to your account.

I \_\_\_\_\_ authorize Amelia Community Theatre charge my credit account as listed in this contract, unless cash or check payment is made instead for my event on the following date(s)

\_\_\_\_\_

Please note that if you choose to use an alternative form of payment, the payment timeframe remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address \_\_\_\_\_

Billing Phone \_\_\_\_\_

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

Email \_\_\_\_\_

Account Type:  Visa  MasterCard  Discover

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ (MM/YY)

CVV2 Number \_\_\_\_\_

(3 digit number on back of Visa/MasterCard)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

I authorize Amelia Community Theatre to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.