

Rental Agreement
Colquitt State Theater
City of Colquitt, Georgia

This agreement, made this _____ day of _____, _____ is between the City of Colquitt and _____
(the renting party).

The Event

Type of event: _____ Date/Time: _____ Number of Guests: _____

CST Access Date/Time: _____ CST Exit Date/Time: _____

Alcohol: Yes or No (please circle one) If yes:

If **servng** alcohol, a minimum of 1 certified uniformed officer per 100 guests must be hired at the sole expense of renter. For your convenience, a City of Colquitt Police officer will be provided for an additional fee. If **selling** alcohol, the same rule applies, but in addition, a liquor liability insurance policy must be obtained and an alcohol license must be purchased. Additional details are in the following document.

Insurance provider with phone number: _____

The Renting Party

Contact Person: _____ Number: _____

Address: _____ City, State, And Zip: _____

Email Address: _____

Additional Contact Person: _____ Number: _____

Fees

\$ _____: Friday – Sunday: \$500.00 (first day); \$100 (each additional day)

\$ _____: Monday – Thursday: \$250 (first day); \$100 (each additional day)

\$ _____: Hourly Rate: \$50/Hour if available

\$100.00: Mandatory Cleaning Fee: \$100

\$ _____: Additional Fees (Tablecloths and/or Video/Audio Usage)

\$ _____: Security Detail (COC Police Officer) \$25/Hour per Officer

\$250.00: Security Deposit: \$250 (returned upon satisfactory inspection)

\$ _____: Total Estimate

Additional Information

Animals will be on premises: Yes or No
Service or part of performance

Permission to grill/cook on premises: Yes or No

Audio & visual equipment will be used: Yes or No

Smoke/Fog/Mist Machine will be used: Yes or No

MAXIMUM OCCUPANCY: 290

Renting Party Signature _____ Date: _____

Return of Security Deposit Made Payable to: Name _____
Address _____

City of Colquitt Representative: _____ Date: _____

*See attached forms of Policies and Procedures, Rates, Service Items Sheet for these fees. There will be a \$35.00 charge for any checks returned by the City of Colquitt's depositing bank.

Additional Terms and Provisions

- I. **Indemnification:** The Renting party shall be solely liable and responsible for all costs, expenses, damages, liabilities, claims, or suites incurred or resulting from its use of the Colquitt State Theater, pursuant to this agreement, and the renting party covenants and agrees to fully indemnify and save and hold harmless the City of Colquitt and its respective officers, directors, trustees, servants, and employees, from and against any and all claims, liabilities, or causes of action of any kind or nature brought by or on behalf of any person or party arising out of the use or conduct of the renting party or any of its agents, employees, guests, visitors, invitees, participants, vendors, or subcontractors pursuant to this agreement.
- II. **Waiver of Claims:** The renting party agrees that the City of Colquitt and its respective officers, directors, trustees, agents, servants and employees shall not be liable or responsible for, and the renting party hereby releases them from, and all claims for damages or loss sustained by the renting party or any of its agents, employees, guests, visitors, vendors, or subcontractors, resulting from any fire, accident, act of god, occurrence, or situation on the rented premises/facility or any other part of the Colquitt State Theater or City of Colquitt.
- III. **Insurance:** The renting party shall submit proof of liability insurance in the amount of no less than \$1,000,000, naming the City of Colquitt as an additional insured for the date and hours of the event covered by this agreement. A certificate of liability insurance, in form and substance satisfactory to the City of Colquitt shall be provided to a member of staff 10 calendar days prior to the event.
- IV. **Deposit:** A damage/security deposit of \$250 is required for reserving the date and contracting the event. This deposit is separate from the total amount due and is potentially refundable, subject to the terms of this agreement, and is due at the signing of the rental agreement. No date shall be confirmed until a City of Colquitt staff member has received the signed rental agreement and required deposit. The damage/security deposit will be requested for refund by the business office and will be refunded within 30 calendar days after the event, provided there is no damage to the facility, and no missing items, the terms and provisions of the rental agreement have been met, no additional time is required before or after the specified time on the contract, and the property is left in the same condition and order it was found. If the damage/security deposit is not sufficient to cover the cost of the repairs, replacement, and/or additional time, the renting party will continue to be responsible and will be billed separately for any charges incurred as a result of such damage or overtime use.
- V. **Cancellation/Refunds:** All cancellations of contracted events should be submitted to the City of Colquitt office in writing or by email. If a written notice of cancellation is received by the city of Colquitt or Colquitt State Theater's support staff at least 60 calendar days prior to the contracted event, 100% of the deposit shall be returned to the renting party. If a written notice of cancellation is received with 59-30 calendar days of the contracted event, 50% will be returned to the renting party. If the contracted event is cancelled 29 or less days prior to the event, the entire deposit shall be retained by the City of Colquitt.
- VI. **Additional Agreements:** The undersigned, on behalf of the renting party, has read, understands, and agrees to abide by the policies and procedures attached, and has indicated so by signing and/or initializing each form. All such policies and procedures are incorporated herein by reference and made part of this agreement.
- VII. **Force Majeure:** If the performance of any obligation under this agreement (other than the payment obligation) is delayed or prevented by in whole or in part by any cause not reasonably within its control (including acts of God, terrorists attacks, war, civil disturbances, accidents, damage to its facility, labor disputes, government sanctions, or failure or delay of third parties), it will be relieved of performance of such obligation to the extent such performance is so limited or prevented, without liability of any kind.

**The City of Colquitt reserves the right to cancel this agreement if the need arises for official city business.*

Printed Name of Renting Party: _____

Signature of Renting Party: _____

Approved by: _____ **Title:** _____

We are happy that you are planning to hold your special event at the Colquitt State Theater on Colquitt's historic downtown square. We would like to ensure that whatever you have planned for your event has a successful outcome. To assist you we have provided this Policies and Procedures document to answer questions you might have about the use of the Colquitt State Theater. For this event to be successful, you are expected to read and agree to follow the Policies and Procedures when scheduling an event at the Colquitt State Theater. Failure to follow the Policies and Procedures may result in a non-refundable security/damage deposit and/or termination of the event.

Use of the Colquitt State Theater:

- The Colquitt State Theater must have a signed contract and a damage/security deposit before your event date will be guaranteed, regardless of any verbal commitment by staff or client.
- It is the renting party's responsibility to communicate and coordinate with the caterer, decorator, and other vendors the policies and procedures, and the established setup of the tables and chairs. The tables and chairs will be provided, but not set up for your event. A firm number of tables and chairs will be needed at least 10 working days before the event.
- No throwing of rice, confetti, and no spraying of silly string (or the likes of these) allowed inside or outside of the theater. Sparklers, birdseed or live flower petals may be used outside only.
- Smoking is not permitted inside the theater.
- Only service animals for persons with disabilities are permitted in the building unless a direct part of show or event. These arrangements will need to be made and noted on the rental agreement.
- Children under the age of 14 must be supervised and remain near the function.
- A representative of the Colquitt State Theater will be on the premises or available by phone during the hours of the contracted event to assist with any problems or emergencies that might arise.

Decorating

- We recommend that your decorator visit the theater prior to your event.
- Renters wishing to decorate must do so within the contracted time or pay the additional charges.
- Please bring your own tape, scissors, ladders, and all other items needed for decorating as the theater does not provide these.
- No decorations can be tacked, taped, or mounted on walls, ceilings, or light fixtures.
- Fire code prohibits blockage of exit doors, extinguisher cabinets, or service hallways. It also prohibits the use of smoke or fog devices.
- Open flames are not permitted. Candles in candelabras must be mechanical. You can use candles on tables, but they MUST be enclosed in approved globes. If candle wax gets on any theater property (tables, chairs, wall, floor, etc.) the renting party will be billed for cleaning and/or replacement costs.
- All extension cords in traffic areas must be in cord covers (the theater has a limited number of these available.) No tape of any kind can be applied to the floor of the event space or foyer.
- No items belonging to the Colquitt State Theater can be used outside on the grounds or back outside space.
- Setup and clean up time is included in the rental time. If additional time is required for setting up or taking down, it will be charged according to the rate schedule on the first page of this agreement.
- Renters must remove all decorations and items brought in immediately after the event, unless prior arrangements are made with the Colquitt State Theater staff at least 5 working days prior to the event. The Colquitt State Theater is not responsible for any items that are lost or stolen.
- Information for your decorator is included in this packet. It is the renting party's responsibility to see that they receive this very important information.

Signature of renting party: _____ **Date:** _____

Food

We recommend (but not require) the use of qualified, professional caterers for your event.

- Your caterer can contact the Colquitt State Theater staff prior to your event and schedule a visit. It is the renting party's responsibility to let them know important information that is included in this packet.
- If you are providing your own food, you must follow the same guidelines as the professional caterer. You must have someone in charge of the food and kitchen area. Make sure they are aware of the Caterer's Responsibility Letter.
- All food must be prepared (cooked) off-site. The Colquitt State Theater is equipped with a warming cabinet, an ice bin, and refrigerator. It is permissible to grill or cook outside, but it must be done in an approved area away from the building so smoke is not taken into the building by outside air vents. This will also need to be noted on the rental agreement.
- No perishable items may be stored at the Colquitt State Theater overnight the day before or the day after event.
- The renting party/caterer is responsible to provide kitchen staff. This staff is totally responsible for its food and beverage service, and cleaning up after event. They are to stay for the duration of the event.
- The renting party/caterer must set up and breakdown within the rental period specified in the contract. If time before or after event is required, additional fees may apply.

Cleaning Policy

- The renting party has to pay a **mandatory cleaning fee of \$100**. The renting party must break down all tables and place them along with the chairs against the wall. All garbage must be placed in trash bags and taken up at the end of your event. Theater staff will take trash out of the building. All liquids must be poured down the drain.

Alcohol Policy

- Any use of alcoholic beverages must be in strict conformance with the State of Georgia Code and City of Colquitt Ordinance concerning the serving of alcoholic beverages. No money or tickets may be exchanged for alcohol unless an applicable alcohol local and state event license has been obtained.
- Serving alcohol to anyone below the age of 21 is prohibited.
- If there is any misrepresentation of the type of event being held, the City of Colquitt reserves the right to close the event to have alcoholic beverages removed.
- Drinking in public (defined as front sidewalks and rear area other than deck) is prohibited.
- Security in the form of uniformed officers with jurisdiction in the City of Colquitt and/or Miller County will be required at the expense of the renting party. One officer will be required for every 100 guests for an **additional fee of \$25 per hour per officer**. Security must be present before any alcoholic beverages are served, and remain until the last guests leave, not when the bar is closed.

Rehearsal

- For rehearsal times during leased time, there is no charge. Time before or after leased time is per hour basis.

Musicians/Bands/DJs

- The Colquitt State Theater has a complete sound and lighting system available in the event space. You may rent what the theater has for an **additional fee of \$100** or provide your own.
- Fog/smoke/misting machines are strictly prohibited unless approved for a performance ahead of time and noted on the rental agreement.

Signature of renting party: _____ Date: _____

Please answer yes or no for the following:

Stage (up to 12x24) _____ **What size** _____

Podium _____

Microphones _____

Audio/Video System (extra charge of \$100) _____

72" Round Granite White Tables (20 available) _____ **How many** _____

30" W x 96" L Rectangular Granite White Tables (15 available) _____ **How many** _____

18" W x 96" L Conference Granite White Tables (20 available) _____ **How many** _____

Table Cloths (extra charge of \$15 per tablecloth) _____

Currently Available: 5 - 70" square beige polyester (to be used as toppers on rectangular table) **How Many** _____

15 - 90" x 132" black polyester (to be used on rectangular table) **How Many** _____

20 - 120" black polyester (to be used on round tables) **How Many** _____

Banquet Chairs in Black Fabric with Silver Frame (180 Available) _____ **How many** _____

Date of Event: _____

Signature of renting party: _____ **Date:** _____