

# ROXY REGIONAL T H E A T R E

100 Franklin Street · Clarksville, TN 37040  
www.roxyregionaltheatre.org

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## 2016-2017 Event Contract

Name: \_\_\_\_\_

**Type of Event: (check one)**

Wedding \_\_\_\_\_

Party \_\_\_\_\_

Performance \_\_\_\_\_

Meeting/Conference \_\_\_\_\_

Other: \_\_\_\_\_

Date(s) of Rental: \_\_\_\_\_

Est. Time In: \_\_\_\_\_

Est. Time Out: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

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

Alternate Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

**Deposit/Payment Information:**

To reserve the Roxy Regional Theatre Lobby, Theatre or both, a deposit of **25%** of the final Rental Fee is due with this signed contract. This deposit will cover any damages to the facilities or its contents during the event. This deposit is refundable (if no damage occurs during the event) and will **NOT** apply towards to the final Rental Fee. Notification of cancellation is required **72 hours** prior to the event. Failure to do so will result in the deposit being retained by the Roxy Regional Theatre to cover preparation costs. **The final fee must be paid in full 72 hours prior to the event date.**

You must contact the Roxy Regional Theatre 72 hours prior to the event and state your final number of attending guests (if applicable) and any additional changes to the events set-up. If the Roxy Regional Theatre does not receive the notification, as stated above, the expected

attendance specified in the original application will be considered your number of attending guests.

If requesting the use of the Roxy Regional Theatre, you agree to assume the full responsibility and liability for any damage or loss to the building or its contents and/or personal injury or property damage caused by you or your guests or your employees. The Roxy Regional Theatre is not accountable for damage to items the renter brings into the building. Due to liability constraints, all applicants must be 21 years of age. Persons responsible for the rental and listed as the contact must stay on site until the rental is complete. The Roxy Regional Theatre reserves the right to deny the use of the facilities to any group or any program that is inconsistent with the Roxy Regional Theatre's purpose, mission or reputation.

The Roxy Regional Theatre will not be responsible for any lost or stolen items during the event. Any damages to the Roxy Regional Theatre will be the sole responsibility of the renter. The Roxy Regional Theatre will not be responsible for any "Acts of God." The Roxy Regional Theatre reserves the right to cancel any event due to inclement weather or other disaster that might result in the harming of staff or guests. Should cancellation of the event be necessary, Rental Fees will be reimbursed, unless the event is rescheduled on another acceptable and agreed upon date. Any disputes of the services rendered by the Roxy Regional Theatre will be handled through an act of arbitration only. The Roxy Regional Theatre is not liable for caterers, entertainment or any other third party associated with the event. The event Deposit makes these terms binding. Any changes made to times, numbers, or pricing may cause this contract to be renegotiated. **Only the person signing this contract can make those changes.**

### **Alcohol Policy**

By law, no one under the age of 21 may consume or taste alcoholic beverages. The Renter agrees and warrants that there shall be no consumption of alcohol by persons under the age of 21. Any Renter wishing to have alcohol at their event are required to use a pre-approved, ABC certified bartender. The Renter must agree to abide by all State Laws and Regulations involving the consumption of alcohol – this includes recognizing that no outside alcoholic or nonalcoholic beverages are allowed in the Roxy Regional Theatre. Should this occur, the Roxy Regional Theatre reserves the right to ask the guest to leave the property and the Renter will forfeit the Deposit for this liquor violation. All guests of the Renter's event will be asked by the bartender to show a valid, state-issued ID. There will be NO EXCEPTIONS; identification MUST be provided before being served. It is the Renter's responsibility to inform guests of the carding policy. The Renter will assume ALL responsibility should a guest unlawfully consume alcohol; the Roxy Regional Theatre will not be held responsible. In the case of liquor violations, the 25% deposit will be forfeited by the Renter.

### **Tobacco & Firearms Policy**

Smoking and the use of chewing tobacco is prohibited inside the building as the Roxy Regional Theatre is a non-smoking facility. Smoking is permitted outside of the building, away from the main entrance. Any cleanup of tobacco products left to the Roxy Regional Theatre staff will result in deductions from the initial deposit.

The State of Tennessee prohibits the carrying of firearms into a building or venue that serves alcohol. No firearms will be permitted inside the Roxy Regional Theatre.

# The Roxy Regional Theatre's Outside Users Rules and Regulations

**EVENT:** \_\_\_\_\_

**Date(s) of Event:** \_\_\_\_\_

(Please initial next to each point and sign at the bottom.)

\_\_\_\_\_ The Roxy Regional Theatre's name will not be used in the Renter's advertisements/marketing materials without the written consent of the Roxy Regional Theatre's Executive Director.

\_\_\_\_\_ The Roxy Regional Theatre will not rent to Renters under the age of 21.

\_\_\_\_\_ No smoking is permitted within the building of the Roxy Regional Theatre. All smoking materials must be extinguished and disposed of in the proper receptacles before entering the building.

\_\_\_\_\_ The contents of all Roxy Regional Theatre closets, drawers, rooms, etc., are Roxy Regional Theatre property and are NOT to be used for any rental purposes. Please speak with Roxy Regional Theatre staff on where to store extra containers you bring into the building and will need for breakdown.

\_\_\_\_\_ The Renter assumes all responsibilities for damages caused by the renter, guests and third parties.

\_\_\_\_\_ A Deposit is required at the signing of this contract.

- The amount of the Deposit varies based on the event.
- The Deposit is not to be considered part of the actual rental fee.
- If the Renter HAS NOT gone over the agreed upon time and/or damaged any parts of the Roxy Regional Theatre and/or its contents, the Deposit will be refunded in full.
- If the Renter HAS gone over the agreed upon time and/or damaged any part of the Roxy Regional Theatre and/or its contents, the repair amount will be deducted from the Deposit. If the amount exceeds the damage deposit, additional charges and fees will be collected.

\_\_\_\_\_ The Renter will schedule a meeting with the Roxy Regional Theatre Executive Director two (2) weeks prior to the event to review all details.

\_\_\_\_\_ The Renter agrees that all set-up and tear down will be confined to the time covered by the rental contract. This includes any and all third party vendors.

\_\_\_\_\_ No items in the Roxy Regional Theatre, either in the lobby, in the theatre or backstage, will be moved under any circumstances.

\_\_\_\_\_ The Renter understands that exhibits in the Peg Harvill Gallery (lobby area) are subject to change without notice. The Renter agrees to accept the Roxy Regional Theatre as is the day of rental.

\_\_\_\_\_ The Roxy Regional Theatre does not provide any storage space. All equipment and supplies must be brought in NO EARLIER that the contracted set-up time.

\_\_\_\_\_ No staff employed at the Roxy Regional Theatre is to be pulled from their duties to help the Renter move items into the building or to set-up unless is has been cleared with the Executive Director prior to the day of the event.

\_\_\_\_\_ Selling of any type of merchandise by outside vendors is prohibited without specific written approval by the Roxy Regional Theatre.

\_\_\_\_\_ ALL CHILDREN, 13 and under, must be accompanied by an adults at all times in all areas of the Roxy Regional Theatre.

\_\_\_\_\_ The Renter is responsible for insuring all bartenders and personal handling or serving of alcoholic beverages will NOT serve any guest under the age of 21. The Renter signing the contract is liable for alcoholic consumption and resulting action of the guests.

\_\_\_\_\_ Any requests for date and/or time changes will be made two (2) weeks prior to the event in writing and signed by all parties. After this date, no changes will be permitted. If the Renter cancels the event after the two (2) week period, the Deposit will be retained by the Roxy Regional Theatre to cover the lost revenue unless otherwise approved by the Roxy Regional Theatre's Executive Director.

\_\_\_\_\_ The Roxy Regional Theatre, its staff and employees are NOT liable for any loss, injury, death, or damage to persons or property at any time may be suffered or sustained by the Renter, the Renter's employees, third parties or guests. The Renter shall indemnify the Roxy Regional Theatre against any claims, liability, loss or damage whatsoever arising out of the Renter's use of the Roxy Regional Theatre.

\_\_\_\_\_ **CATERERS**

- Caterers are required to meet with the Executive Director one (1) week prior to the event to review the set-up, food prep areas, and facility usage policies.
- Caterers are responsible for the removal of food service equipment and all other items not provided by the Roxy Regional Theatre.
- All areas of the Roxy Regional Theatre must be left as they were found prior to the event.
- All garbage must be removed from the Roxy Regional Theatre following the event.

**Additional Items:**

For the duration of the event, the Renter and guests must abide by the Roxy Regional Theatre's policies and comply with applicable regulations and laws. The Renter is responsible for the actions of the guests and for any damages or losses incurred during the entire rental period.

The Roxy Regional Theatre reserves the right to cancel the event in its entirety, given 30-day notice to the Renter. All monies will be refunded in full EXCEPT for the Deposit.

The Roxy Regional Theatre has the right to refuse entry or service to and remove from the premises any person it deems to be behaving in an improper or abusive manner or in a manner not befitting the Roxy Regional Theatre without incurring any liability.

The Roxy Regional Theatre will not be held responsible in any way for the items brought to or left by any vendor. Vendors include, but are not limited to, photographers, DJs, bands, ensembles, florists, coordinators, caterers or any other outside personnel used for the event. All vendors are responsible for bringing, running, maintaining and removing their equipment and said equipment must be removed at the conclusion of the event.

All parties agree that all of the terms and conditions are contained herein and that any modifications shall be made in writing.

RENTER:

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(Printed Name)

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(Signature)

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(Date)

ROXY REGIONAL THEATRE:

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(Signature)

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(Date)