

# ROXY REGIONAL T H E A T R E

100 Franklin Street · Clarksville, TN 37040

www.roxyregionaltheatre.org

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## 2021-2022 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:** \_\_\_\_\_

**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 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 Renters 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.

Roxy Regional Theatre  
Outside Users Rules and Regulations

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

**Date of Event:** \_\_\_\_\_

(Please initial next to each point and sign 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 Roxy Regional Theatre will provide the use of 2 wireless microphones, an auxiliary cord for audio and a general lighting wash of the stage. Any additional materials needed by the Renter and provided by the Roxy Regional Theatre will result in a \$75.00 additional charge.

\_\_\_\_\_ I require additional materials.

List of Materials: \_\_\_\_\_

\_\_\_\_\_ 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 than 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 it 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 adult at all times in all areas of the Roxy Regional Theatre.
- \_\_\_\_\_ The Renter is responsible for ensuring 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:**

1. 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.
2. 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.
3. 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.

4. 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.

**5. Drugs and Illegal Substances:**

The RENTER must refrain from drinking before rehearsals and/or any performance.

The RENTER is NOT permitted to use illegal drugs ever. Illegal drugs are classified by the State of Tennessee. If illegal substances are found or knowledge of use is brought to the attention of the EXECUTIVE DIRECTOR or any member of the Roxy Staff, the RENTERS contract will be terminated.

**6. Respect for the Theatre:**

While the RENTER is under contract with the THEATRE, the RENTER will conduct themselves in a manner respectful of the THEATRE and the Clarksville-Montgomery County community. If for any reason this moral clause is not upheld, based upon the discretion of the EXECUTIVE DIRECTOR, the RENTERS contract will be terminated.

**7. STATEMENT ON EQUAL OPPORTUNITY**

The Roxy Regional Theatre does not discriminate on the basis of race, religion, national origin, gender, sexual orientation, gender identity, gender expression, language or ability. ASA is in compliance with state and federal laws covering health, safety, disability and insurance.

**TITLE IX**

No person on the basis of sex, shall be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.

**8. WEAPONS OR FACSIMILES**

Possession of firearms, knives, explosives or other dangerous weapons, B-B/pellet guns, mace, pepper gas or facsimiles on the site of any Roxy Regional Theatre facility or in attendance at any Roxy Regional Theatre function at any location, including trips, is forbidden. (This includes but is not limited to Cast Housing.) Violation of this rule will result in immediate contract termination and referral to appropriate law enforcement agencies.

**9. ASSAULT AND ASSAULT & BATTERY**

Assault is defined as an unlawful threat or attempt to harm another physically. Assault and battery is defined as the carrying out of threatened physical harm. Battery is defined as any bodily hurt, however slight, done to another in an angry, rude or vengeful manner. Battery, assault or assault & battery will result in immediate contract termination and referral to appropriate law enforcement agencies.

**10. HAZING**

Hazing or any type of activity considered "initiation" is prohibited and will result in disciplinary action.

## **11. SEXUAL HARASSMENT AND ASSAULT**

Sexual harassment is forbidden. Sexual harassment shall be understood to be: *unwelcome sexual advances; requests for sexual favors and other sexual verbal communications; or physical conduct of a sexual nature in which the conduct substantially interferes with a student's performance or creates an intimidating, hostile, or offensive school environment.*

Sexual assault and/or harassment will result in immediate contract termination and referral to appropriate law enforcement agencies.

**The Roxy Regional Theatre is a bully-free zone.**

## **12. FOOD**

Food consumption is permitted only in specific areas designated by the EXECUTIVE DIRECTOR. Food may be brought to the Roxy Regional Theatre but may only be eaten in those designated areas and the RENTER must clean up after themselves.

## **13. RESPONSIBILITY FOR THE ENVIRONMENT**

Each member of the Roxy Regional Theatre Staff and Talent and/or RENTER share a responsibility for the building and the environment. We are fortunate to have beautiful historic buildings with unique architectural features as well as brand new state-of-the-art equipment. Collectively, we share the challenge of caring for these buildings and the responsibility of guarding against acts of littering, graffiti and other vandalism of the building. You are expected to set the tone of the building by comporting yourself responsibly, cleaning up after yourself, throwing away trash in receptacles and not littering, being aware of your noise level, and treating everyone with courtesy and respect.

**Graffiti, vandalism, and theft are antithetical to all that the Roxy Regional Theatre community represents. Any contracted member of our staff who commits any of these acts willfully will be subject to disciplinary action. Additionally, the contracted member will be held responsible for monetary reparation for damage.**

## **14. BELONGINGS**

The RENTER should not leave their belongings unattended in the lobby, auditorium, backstage or dressing rooms. Please keep personal belongings close at hand and take them with you when you leave, even if it is for a short time, as unattended items could be stolen. Passageways and entrances must be kept clear at all times to comply with the fire code and for the safety of others.

## **EQUITY, DIVERSITY, INCLUSION AND ACCESSIBILITY STATEMENT**

[as of 03.08.2021]

We understand that the foundation of a vibrant, thriving arts and performance venue is the cross-pollination of creative and diverse programming, the cultivation of inclusive practices and strategies, and the development of a diverse team of employees and volunteers who share in these values. We believe that engaging in the arts is essential to the human experience. We at Roxy Productions Inc. stand strongly for improving equity, diversity and inclusion for our entire community:

- **EQUITY** means recognizing that not everyone starts at the same place, addressing inequities in access and opportunity, and allowing for full and fair participation.
- **DIVERSITY** means acknowledging and respecting human qualities that are different from our own and outside the groups we are a part of or with which we are associated. These qualities include but are not limited to: ethnicity, race, color, country of origin, sex, gender, gender identity or expression, age, sexual or relationship orientation, family structure, religion, beliefs, political affiliations, experiences and ability differences.
- **INCLUSION** means honoring and accepting the gifts, backgrounds, experiences, and wisdom that every individual brings with them, so that every stakeholder feels valued. Our stakeholders are staff, artists, students, board members, donors, audiences, and community members.

We will strive to create a culture of inclusion where individuals can thrive, succeed, are able to participate in, and contribute to the progress and success of the arts, while growing both professionally and personally.

We recognize and value individual differences, and we acknowledge structural and systemic racism and other access barriers that prevent full and fair participation of people outside the dominant culture and power dynamics. We acknowledge the complexities of becoming a fully inclusive and anti-racist organization, and we accept the challenge to build an organization where full and fair participation is the norm.

We commit to providing fair treatment, access, opportunity, and advancement and to creating space for culturally diverse voices to be heard and power to be shared.

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## 2021-2022 Event Contract

I, \_\_\_\_\_ (RENTER NAME) agree to all contents presented in the above contract.

Should any questions or concerns arise before, during or after the contractual period, direct contact and communication will be made with Roxy Regional Theatre EXECUTIVE DIRECTOR.

\_\_\_\_\_  
Renters Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Phone Number

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

\_\_\_\_\_  
Ryan Bowie, Executive Director  
Roxy Regional Theatre  
100 Franklin Street  
Clarksville, TN 37040

Please sign one copy and return to the above address, or email signature page to [rentals@roxyregionaltheatre.org](mailto:rentals@roxyregionaltheatre.org)