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**All Red Highlighted Sections Must Be Completed!**





# Grand Theatre

## RENTAL INFORMATION PACKET COVER SHEET

308 St. Clair Street  
Frankfort, KY 40601

(V) 502.226.4157 (F) 502.226.4158 (e) info@thegrandky.com

**ATTENTION:** *There is a Fifty Dollar (\$50.00) **non-refundable** Date-holding Deposit due along with submission of your Request for a Date to be Held (even if just verbal), if you wish a date held while you complete your Rental Agreement and other paperwork. You do not have to pay this deposit; however, we cannot guarantee the date will still be available when you finally get your paperwork turned in if you want to risk the date. This Fifty Dollar (\$50.00) Date-holding Deposit does not negate the refundable Space Rental and Cleaning Deposits that are due with each rental, which deposits must both be paid to complete the Rental Agreement. The Space Rental and Cleaning Deposits may be paid up front in lieu of the Fifty Dollar (\$50.00) non-refundable Date-holding Deposit to secure the space and the date. Either way, one or the other set of deposits must be paid to secure the space and the date.*

*This packet contains all the information and forms you might need to successfully rent the **Grand** Theatre for your private or public event. It is broken into several sections. **All** thirty-six (36) pages make up the contract and **ALL** pages should be submitted, even if sections are not applicable. All of the stipulations and instructions for the use and availability of the **Grand** are contained herein. Pages 30 through 35 are the Application for Facility Rental form. This includes the Box Office Services Request Form. You should submit the completed portion of the packet to the **Grand** Theatre's President to begin the process of reserving dates and space at the **Grand** Theatre. From this Application for Facility Rental, an accurate cost estimate will be generated for you on what to expect in terms of cost of rental of the **Grand** Theatre. **NO COST ESTIMATE OF ANY TYPE WILL BE GENERATED UNTIL THIS FORM IS RECEIVED BY THE GRAND THEATRE.** You can assume an average minimal overall cost to rent the **Grand** Theatre to start at Five Hundred Dollars (\$500.00) and go up from there, regardless of the time spent in the **Grand**, type of event, or your tax status. This does **NOT** constitute a formal quote and should not be construed as such.*

*If you accept the estimate and if the dates you request are available, then at that point you will need to submit two (2) completed and signed copies of this packet along with all formal security deposits. These security deposits are separate from and in addition to the Fifty Dollar (\$50.00) non-refundable Application deposit mentioned hereinabove and these remaining deposits are fully refundable, under the guidelines stipulated by the contract.*

*All forms must be filled out completely and all questions/sections answered. Strike through or mark out any items that are not applicable. No reservations will be made or dates held until all paperwork is completely filled out, two (2) copies received, and all necessary deposits have been made to the **Grand** Theatre.*

**If you have any questions about filling out this packet,  
please call us at (502) 226-4157.**

# SECTION I – CONTRACT INFORMATION

**Please print or type all information clearly.**

This Rental Agreement is between the Save the Grand Theatre, Inc., hereinafter known as the “GRAND,” and:

**Group/Organization:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Address (No P.O. Boxes):** \_\_\_\_\_

\_\_\_\_\_

**Phone (Day):** (\_\_\_\_) \_\_\_\_\_ **(Evening):** (\_\_\_\_) \_\_\_\_\_ **(Cell):** (\_\_\_\_) \_\_\_\_\_

Applicant **MUST** list at least two separate telephone numbers with one number **NOT** being a mobile number.

**Email:** \_\_\_\_\_

The above-named Group/Organization is hereinafter known as the “LESSEE” concerning the rental of part or the entirety of the Grand Theatre.

Contact Information for Save the Grand Theatre, Inc.:

William H. Cull, President

308 St. Clair Street

Frankfort, KY 40601

(V) 502.226.4157

(F) 502.226.4158

(e)info@thegrandky.com; billcull@aol.com

# SECTION II – GENERAL GUIDELINES FOR USE OF THE GRAND

- 1) The use of the **GRAND** shall be in keeping with the general and dignified character of the facility. The **GRAND** is not rented for private parties.
- 2) The **GRAND** is a non-smoking facility. Smoking is not permitted anywhere inside the **GRAND**, including dressing rooms and restrooms. Smoking is only allowed more than Ten (10) feet from the St. Clair Street and Main Street entrances of the facility. Smoking by **LESSEE** or any representatives/agents of the **LESSEE** in any unauthorized area will result in a minimum fine of Fifty Dollars (\$50.00) per incident to be added to the final invoice. The **LESSEE** agrees to take responsibility for maintaining a smoke-free environment and to pay all imposed fines.
- 3) The **GRAND**, through its President or his designee, serves as the sole and final determinant as to policy interpretation and facility usage for the **GRAND**.
- 4) Animals of any kind are not permitted in the **GRAND** at any time without previous arrangements having been made with the **GRAND**. Guide animals for persons with disabilities are exempt.
- 5) The **LESSEE** agrees to abide by all rules, regulations and policies of the **GRAND** as set forth in this Rental Agreement including, but not limited to, those policies concerning liability insurance in a minimum sum of One Million Dollars (\$1,000,000.00), and the obtaining of licenses, permits and associated fees necessary to conduct the operation specified in this Rental Agreement. Said permits and proofs of insurance are to be attached hereto and are incorporated herein by reference. The **LESSEE** states that it has read all usage guidelines, understands same, and agrees to abide by said guidelines.
- 6) All exhibits, events or artistic performances in the **GRAND** are always subject to approval by the **GRAND**'s President or his designee. Performers or presenters expressly consent to such sole approval and expressly waive any claim of censorship so that the **GRAND** may answer to the needs of the community for education, positive example, and higher character being fostered by the availability of the facility.
- 7) Any dispute regarding this Rental Agreement shall be resolved solely by the **GRAND** President or his designee.
- 8) No part of the **GRAND** may be sublet nor can **LESSEE** assign this Rental Agreement to a third party.
- 9) No **LESSEE** can enter into an agreement to allow a third party to set up displays, sell concessions, or otherwise use the **GRAND** for purposes other than those which are authorized for and directly support **LESSEE**'s rental.
- 10) The **LESSEE** agrees to leave the premises in the same condition as existed on the date that possession thereof commenced; and **LESSEE** agrees to pay to the **GRAND** upon demand such sums as shall be necessary to restore said premises to their present condition with the exception of ordinary use and wear. The **LESSEE** shall bear this responsibility for all of its personnel, staff, and patrons while occupying the facility.
- 11) Rental charges will apply to the use of the **GRAND** from scheduled load-in time until completion of load-out.
- 12) Should **LESSEE** present or allow the presentation of any composition, work, or material covered by copyright, **LESSEE** will furnish to **GRAND** prior to performance evidence that is satisfactory to the **GRAND** that any royalty or other charge or permission has been paid or obtained. **LESSEE** agrees to indemnify and hold harmless the **GRAND** for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
- 13) This Rental Agreement is the entire agreement of the parties regarding the items herein and replaces when signed by both parties any prior understanding or agreement, whether oral or in writing, between them. Any amendment or rider to this Rental Agreement must be in writing, signed by both parties, and attached hereto.
- 14) This Rental Agreement is interpreted under the laws of the Commonwealth of Kentucky. The parties agree that any legal action necessitated by breach or other failure of this Rental Agreement shall occur in the court system of the Commonwealth of Kentucky.
- 15) The **LESSEE** shall assume full responsibility for the conduct and actions of any patron, guest, staff member, or visitor who attends an event it is sponsoring.
- 16) The **GRAND**'s Box Office, Administrative, and Office spaces are for the sole use of the **GRAND**. No items or personnel of the **LESSEE** may be housed, stored, or placed in any of these spaces. No items may be delivered or dropped off at the **GRAND** for storage prior to **LESSEE**'s event load-in date and time. This includes, but is not limited to, event programs, posters, concessions, catering supplies, and other supplies and equipment. The **GRAND** accepts no responsibility or liability for any items left unattended in the Lobby or elsewhere in the **GRAND** or on its grounds.
- 17) The **GRAND** requires all individual or group arts organizations to include their Dun and Bradstreet Numbers (DUNS) on this contract. If you or your organization does not have a DUNS number, you can obtain one for free at <http://www.dandb.com>. The **GRAND** requires this as an arts advocate. The DUNS number and its associated information is how local, state, and federal agencies and arts advocacy organizations evaluate the economic impact of arts on our communities. This affects everyone in the arts as under-representation means less funding, less support, and less opportunity. This requirement is waived for non-arts individuals or groups such as, but not limited to, local clubs, civic groups, fraternal organizations, private individual renters, or other non-art related activities.
- 18) The **GRAND** requires that **LESSEE** have an authorized representative on premises any time anyone connected with the event is in the facility. This person should be the first person to arrive and the last person to leave, other than the **GRAND**'s staff, and must have full decision-making power and authority to act on behalf of **LESSEE**. This person or persons must be listed in this Rental Agreement in the appropriate section.
- 19) The **GRAND** shall make sole determination on the temperature setting and all HVAC settings for the duration of the occupancy of the **LESSEE** in order to minimize costs. Attempts by **LESSEE** to circumvent these settings by tampering with thermostats, propping open doors, etc., will result in levied fines (Section XXI, Item 5).

## SECTION III – INSURANCE REQUIREMENTS

- 1) **LESSEE** is required to fully insure itself, its officers, directors, employees, agents and presentations, at its own expense, for Worker's Compensation and Employer's Liability (including Disability Benefits), Comprehensive General Liability (Personal Injury, including bodily injury, One Million Dollars (\$1,000,000.00) per occurrence; and Property Damage, One Million Dollars (\$1,000,000.00) per occurrence), Theft, and Fire Insurance for all properties brought into the **GRAND**, including without implied limitation property of third persons under the control of the **GRAND** or **LESSEE**.
- 2) **LESSEE** shall provide a Certificate of Liability Insurance Coverage naming the **GRAND** as an additional insured no later than Ten (10) business days prior to the beginning of the time periods specified in this Rental Agreement and in accordance with the following:
  - a) Public Liability Insurance covering **LESSEE**'s liability for all operations performed by **LESSEE** or any subcontractor in the amount of:
    - i. Bodily Injury – One Hundred Thousand Dollars (\$100,000.00) per person, subject to Three Hundred Thousand Dollars (\$300,000.00) aggregate for any one accident involving more than one person;
    - ii. Property Damage Liability – Fifty Thousand Dollars (\$50,000.00) per accident.
  - b) Contractual Liability Insurance:
    - i. Bodily Injury – One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) aggregate for any one accident involving more than one person;
    - ii. Property Damage Liability – Fifty Thousand Dollars (\$50,000.00) per accident.
- 3) The **GRAND** shall not be liable to **LESSEE** for any kind or nature of damages whatsoever which **LESSEE** may incur as a result of vandalism or malicious mischief.
- 4) **LESSEE** assumes the risk of all damage, loss, cost, and expense, including legal fees, and agrees to indemnify and hold harmless the **GRAND**, its officers, agents and employees from and against any and all liability, damage, loss, cost, and/or expense, including legal fees, relating to **LESSEE**'s use, occupancy, etc. of the **GRAND** in connection with the activities provided by this Rental Agreement.

## SECTION IV – HOSPITALITY (ARTISTS & LESSEE)

- 1) The **GRAND** shall not be responsible for any hospitality services for the **LESSEE** or the **LESSEE**'s artists, performers, and guests. All such hospitality, including, but not limited to, beverages, snacks, meals, linens, and accessories, shall be at the sole cost and responsibility of the **LESSEE**. The **GRAND** will not sell drinks and other concessions to the **LESSEE**'s artists, staff, and volunteers unless the **GRAND** is selling concessions for this event AND it is during the regularly scheduled hours of operation for the concession area.
- 2) The **LESSEE** may utilize whatever catering service is desired for hospitality with the understanding that the caterer must arrange all arrivals, setups, cleanups, and storage of items with the **GRAND** at least Ten (10) business days prior to the event. Furthermore, the **LESSEE** accepts all responsibility and liability for the catering service and the actions of its employees and representatives while on the **GRAND** premises and for all damage repairs and cleaning necessary to restore the facility to its original state.
- 3) BY SIGNING THIS RENTAL AGREEMENT, **LESSEE** ACKNOWLEDGES AN UNDERSTANDING THAT THE **GRAND** OWNS A RETAIL DRINK AND BEER LICENSE FROM THE KENTUCKY ABC BOARD AND MAY SOLELY SELL ALCOHOLIC BEVERAGES AND THAT ALCOHOLIC BEVERAGES OF ANY KIND MAY NOT DISPENSED, SHARED, GIVEN, OR OTHERWISE DISTRIBUTED BETWEEN ANY TWO PARTIES UNLESS IN ACCORDANCE WITH KENTUCKY STATE LAW. THE **LESSEE** BEARS THE RESPONSIBILITY FOR ADHERING TO AND ENFORCING THESE AND ALL OTHER FEDERAL, STATE, AND LOCAL LAWS DURING THE COURSE OF THE RENTAL PERIOD.

## SECTION V – HOSPITALITY (PATRONS)

- 1) All specifications listed under SECTION VI – CONCESSIONS apply to the serving of food or drink or other hospitality to the patrons of the **LESSEE**'s event.
- 2) In the event the **LESSEE** is providing hospitality of any type to its patrons at no cost to the patron, then the **LESSEE** shall still pay to the **GRAND** a commission of Ten Percent (10%) of the fair market value of said food/drink/hospitality.

# SECTION VI – CONCESSIONS

- 1) Unless otherwise provided, concessions shall exclusively be sold by the **GRAND** at the pre-show, post-show, and intermission points in the **LESSEE**'s performance with all revenue being the sole property of the **GRAND**. The **GRAND** will receive a Twenty Percent (20%) commission on the sale of all concession items not sold by the **GRAND** such as clothing, CD's, DVD's, and other merchandise. The **GRAND** reserves the right to inspect, limit, and determine locations for any items sold at the **GRAND**.
- 2) The **LESSEE** agrees to assume responsibility for any and all liability arising as the result of the sale of any merchandise sold by **LESSEE**, its agents, servants, employees, or licensees. All commissions due to the **GRAND** will be the liability of **LESSEE**, and the **LESSEE** shall pay all commissions to the **GRAND** in the event the agent of **LESSEE** fails to do so.
- 3) In the event **LESSEE** wishes an outside agency to sell merchandise, such agency must sign a separate Vendor's Agreement with the **GRAND**. The **LESSEE** will provide the name, address, and telephone number of the vendor to the **GRAND** no later than Fifteen (15) business days prior to the event. The **LESSEE** accepts full responsibility and liability for ensuring any concessions sold at the **LESSEE**'s event meets the requirements under this Rental Agreement.
- 4) Outside vendors who arrive to sell merchandise at **LESSEE**'s event without prior negotiation of a separate Vendor's Agreement shall be turned away from the **GRAND**. All Vendor's Agreements must be executed at least Ten (10) days prior the event's opening.
- 5) In the event an outside contractor or the artist, agency, or representative of **LESSEE** sells merchandise at the event and either a) fails to pay the **GRAND** its Twenty Percent (20%) commission or b) fails to negotiate a separate Vendor's Agreement with the **GRAND**, the **LESSEE** agrees to be held liable for all revenue due to the **GRAND** and a good faith estimate of the amount of concessions plus a Fifteen Percent (15%) penalty will be invoiced to and paid by **LESSEE** or the amount shall be deducted from the **LESSEE**'s ticket reimbursement if the **GRAND** is handling ticket sales.
- 6) The **LESSEE** is responsible for all state, local, and federal taxes associated with the permitted sale of merchandise in the **GRAND** and all laws regarding revenue in the Commonwealth of Kentucky. The **LESSEE** is responsible for all sales tax on its sales of merchandise, etc., and for having the necessary permits and licenses.
- 7) The **GRAND** may, at its option, supply upon being given notice One (1) Six Foot (6') long conference table and up to Four (4) chairs for the sale of merchandise by the **LESSEE**. The **LESSEE** is responsible for all cleanups from the sale of its merchandise. In the event **LESSEE** uses an outside vendor, this accommodation, if applicable, will be covered in the separate Vendor's Agreement.
- 8) ABSOLUTELY NO OUTSIDE FOOD OR DRINK IS ALLOWED TO BE BROUGHT INTO THE **GRAND** BY PATRONS OF THE **LESSEE**'S EVENT. ALL SUCH ITEMS MUST BE CONSUMED AND PROPERLY DISPOSED OF PRIOR TO ENTRY INTO THE AUDITORIUM OF THE **GRAND**.
- 9) No food or drink may be consumed in the auditorium or on the stage of the **GRAND** with the exception of bottled water for the performers and concessions sold by the **GRAND**. All staff, crew, and volunteers who wish to eat or drink while in the **GRAND** must do so either outside or in the dressing rooms. The **LESSEE** shall also be charged or shall forfeit a portion of the Cleaning Deposit for food or drink residue and trash not disposed of properly.

# SECTION VII – BOX OFFICE & TICKETING SERVICES

1) If the **LESSEE** is holding an event open to the general public or a private event with an anticipated attendance of greater than Fifty (50) attendees and the **LESSEE** is charging an admission to the event or controlling/monitoring attendance by issuing any type of ticket, then **LESSEE** agrees that the **GRAND** will sell/distribute all tickets (paid, complimentary, or otherwise) to this event and shall be the sole and exclusive distributor of said tickets. The **GRAND** will also collect all ticket fees as outlined in this contract. If the **LESSEE**'s ticketed event is part of a larger event and the ticket price for the event held at the **GRAND** is included in the larger event's ticket, then the **LESSEE** shall have the option of either removing the **GRAND** event ticket from the larger event ticket to allow the **GRAND** to sell it separately or negotiating with the **GRAND** to handle the larger event ticket that includes the **LESSEE**'s event. In no case will the **GRAND** allow the **LESSEE** to receive monies for any ticket sales without it first being received and processed by the **GRAND**.

2) **LESSEE** will submit the attached Box Office Services Request at the same time as this Rental Agreement is returned if the **LESSEE** is holding a ticketed event under this contract. Said ticketing services request is incorporated into this Rental Agreement therewith. If the Box Office Services Request is not returned with this Rental Agreement, it shall be assumed that the **LESSEE** does not request or require the **GRAND** to handle its ticketing and box office needs and that **LESSEE**'s event is not a ticketed event as outlined hereinabove in Paragraph 1 of this SECTION

VII – BOX OFFICE & TICKETING SERVICES, and will adhere to how this impacts the use of the **GRAND**'s name and telephone number under SECTION X – USE OF **GRAND**'S NAME AND LOGO, Item 3.

3) Should **LESSEE** not use the **GRAND** for any ticketing services, then it shall not charge any admission to the event and may not include on any publication, print, broadcast, or electronic advertisement the telephone number(s) or email address(es) of the **GRAND**. The **GRAND** will not handle telephone requests or walk-in requests for information on productions for which it does not provide ticketing services. Such requests will be directed back to the **LESSEE**.

4) After initial box office setup for a show or season, the **GRAND** shall charge a Twenty-Five Dollar (\$25.00) fee for each change made to the original ticketing setup. Such changes include, but are not limited to, price changes, added coupons, added discounts, and other alterations to pricing and seating.

5) The **GRAND** shall charge a "per ticket" service fee for all individual or group tickets sold in addition to the set ticket price. The fee can be, at **LESSEE**'s option, either in the ticket price and withheld from the **GRAND**'s reimbursements or added directly on to the ticket price at the time of sale. In the case of the latter option, **LESSEE** agrees that it will make prominent mention of these added fees on all promotional and advertising materials for this event.

6) The **GRAND** has no refund and no exchange policy on all tickets that it sells. THIS IS NOT NEGOTIABLE. The **GRAND** will not exchange or refund any ticket purchased except in the case of the cancellation of an event as outlined in this Rental Agreement. **LESSEE** shall include this information in all of its marketing and publicity materials.

7) Should **LESSEE** use the **GRAND**'s ticketing services for an event, the **GRAND** shall be the sole and exclusive provider of said tickets.

8) All checks for tickets to **LESSEE**'s event shall be made out to the "Grand Theatre" at both the **GRAND**'s Box Office and all satellite ticket-selling locations. Under no circumstances shall the **GRAND** accept payment for any goods or services made out directly to **LESSEE** or a third party. Furthermore, the **GRAND** will process all credit card transactions on its internal system at the **GRAND** and will not issue any tickets for credit card purchases made external to the **GRAND**.

9) In order to allow accurate audits, tickets must be issued by the **GRAND**'s Box Office or printed tickets presented for all persons in attendance at a production. This includes paid admissions, complimentary tickets, and donated tickets. Any person entering the auditorium for purposes of viewing the event as an audience member must hold a printed ticket or bar coded ticket.

10) The **LESSEE** shall provide a list of all complimentary and other non-reimbursed ticket giveaways to the **GRAND** at least Ten (10) business days in advance of the event. For all such promotions, a ticket must be issued by the **GRAND** and not a pass, certificate, or other form of admittance created by **LESSEE** unless it is accompanied by or exchanged in advance for an actual **GRAND** ticket.

11) The **GRAND**'s Box Office is to be solely staffed by **GRAND** employees and no agent or representative of the **LESSEE**, other than officially designated House Manager (see SECTION VIII – HOUSE MANAGEMENT SERVICES) shall enter the Box Office during the time immediately prior to the event. Under no circumstances may the **LESSEE**, its representatives or its patrons place, store, or otherwise leave personal or other items in the Box Office.

12) The **GRAND**'s Box Office shall provide to **LESSEE** one copy of the detailed ticketing report to the **LESSEE** with each ticket reimbursement check issued (see SECTION XXIII – TICKET REIMBURSEMENT PROCEDURES) as well as a final reimbursement report with the final reimbursement. Any other reports requested by **LESSEE** shall be charged at the rate of Five Dollars (\$5.00) per report plus Twenty-Five Cents (\$0.25) per page. This charge shall apply whether reports are hard copy or electronic.

13) The **GRAND**'s Box Office shall open One (1) hour prior to the curtain time on the day of the event(s), provided that the **GRAND** is supplying ticketing services, and shall close Thirty (30) minutes after the curtain time of the event. On weekends and after hours, unless otherwise noted and negotiated, the **GRAND**'s Box Office is not staffed. The **GRAND**'s Box Office regular hours are 10:00 a.m. to 3:00 p.m., Monday through Friday. The **GRAND** is closed on most nationally observed holidays.

14) **LESSEE** shall place notice of all ticketing and exchange fees in all order forms, subscription forms, and marketing materials that list ticket prices. In addition, **LESSEE** warrants it will publish no information that contains the **GRAND**'s telephone number in reference to an event for which the **GRAND** is managing ticket sales without also including **LESSEE**'s ticket price(s) and associated **GRAND** fees.

15) The **GRAND** shall, at the request of the **LESSEE**, provide the **LESSEE** with One (1) copy, printed or electronic, of the demographic data collected from ticket sales to **LESSEE**'s event after the completion of the event. In no case will the **GRAND** provide to **LESSEE** demographic data about patrons that did not purchase tickets to **LESSEE**'s event.

16) The **GRAND** shall not divulge, share or distribute any Box Office or ticketing data with any person or entity unless they are listed on the Box Office Services Request form (included in this Rental Agreement). No one except for those that **LESSEE** designates will be given information or reports on how tickets sales are going, how much income has been generated, or any other aspect of Box Office sales. Should anyone ask for Box Office data and their name is not listed on the Box Office Services Request form, then their



request will be declined. THERE ARE NO EXCEPTIONS! THIS IS PRIVATE FINANCIAL DATA AND WILL NOT BE SHARED WITH ANYONE EXCEPT THOSE PERSONS LESSEE DESIGNATES. LESSEE must list individuals on this form; LESSEE may NOT indicate that the GRAND may give this information to "anyone" or "everyone." Doing this will result in the GRAND not divulging the information to anyone except the person signing this Rental Agreement. The GRAND will only honor written (paper or electronic) or face-to-face verbal requests. The GRAND will not give this information over the telephone to anyone. The GRAND may, at its discretion, set up online, live access to your Box Office data via a GUEST account for the duration of your ticket sales and event.

17) A One Dollar (\$1.00) per order Capital Replacement Fee will be added to every ticket sale, including all rental events. This fee is earmarked for the continuing preservation and restoration of the GRAND. This fee is applied to each ticket order—NOT to each ticket. This Capital Replacement Fee cannot be waived and MUST be listed in any advertising and marketing materials where ticket price information is given. The fee must be listed as "\$1.00 Capital Replacement Fee."

18) LESSEE must accept all forms of payment that the GRAND normally accepts. This includes cash, checks, VISA, MasterCard, American Express and Discover. LESSEE will be responsible for all fees associated with all credit card transactions. LESSEE may not refuse to accept credit card payments.

## SECTION VIII – HOUSE MANAGEMENT SERVICES

- 1) All front of house staff shall wear name tags, badges, or have other means of visual identification as part of the House Staff of either the LESSEE or the GRAND or both.
- 2) The GRAND has a coat check room which LESSEE may elect to staff and manage coats. The GRAND accepts no responsibility or liability for coats or any items that any patron leaves at the coat check or otherwise unattended in the GRAND.
- 3) The LESSEE agrees to provide house management, ushers and ticket takers in the amount of at least Two (2) ticket takers for the main floor, Two (2) ushers for the main floor and Three (3) ushers for the two-level balcony, and One (1) House Manager. The House Manager will present himself/herself to the GRAND Box Office Manager at least One-Half (1/2) hour before the House opens. In the event LESSEE cannot or fails to provide such staff, the GRAND will provide the staff, if available, at a cost to LESSEE.
- 4) For organizations that are not local or do not have their own ushering and house management staff, the GRAND shall, upon request, supply a House Manager for each performance at the cost of One Hundred Dollars (\$100.00) per performance. The GRAND shall also attempt to recruit members of its regular volunteer ushers to work the LESSEE's performance, but it makes no guarantee that any shall be available or willing to usher said performance. In the event that ushers are found and used by LESSEE, then LESSEE shall be billed at the rate of Twenty-Five Dollars (\$25.00) per usher per performance with all such revenue going to the Volunteer Fund. All such requests for a House Manager and ushering staff shall be made at the time of submission of this Rental Agreement or Fifteen (15) business days in advance of the event, whichever is greater.

## SECTION IX – CANCELLATIONS/BREACH OF AGREEMENT

- 1) In the event LESSEE fails to pay the Rental Balance or Deposits on or before the payment date specified in this Rental Agreement, then the GRAND shall automatically cancel all future space reservations made by the LESSEE and shall have the right to retain the entire Reservation Deposit for the cancelled event.
- 2) Cancellation of an event may occur if LESSEE fails to adhere to any terms or conditions contained herein. The GRAND reserves the right to execute cancellation of an event prior to or during said event if all conditions are not met. Cancellation includes complete forfeiture of all deposits and rent monies paid and, in such circumstances, the LESSEE will have no claim against the GRAND, whether for a refund of deposits and rent monies, lost revenue or sales, or otherwise. The LESSEE also agrees to pay all monies due to the GRAND for all services rendered up to the point of cancellation.
- 3) The GRAND is not liable for failure of the ability of LESSEE to present events indicated in this Rental Agreement due to acts of God or acts or regulations of public authorities, labor disputes, strike, acts of terrorism, civil unrest, epidemic, and structural and architectural malfunctions of the facility.
- 4) The LESSEE may cancel the event(s) listed in this Rental Agreement up to Fifteen (15) days prior to the event with no loss of deposit [other than the Date-Holding Fifty Dollar (\$50.00) Deposit]. If cancellation occurs within Fifteen (15) days of to the event(s), then LESSEE forfeits all deposits made.
- 5) If LESSEE cancels any event after the GRAND has begun selling tickets to the event(s), then GRAND shall apply a Ten Percent (10%) service charge to be billed to LESSEE on the total dollar value of the tickets being reimbursed. The LESSEE affirms that the GRAND is not liable for any monies owed to patrons who purchased tickets for the event(s) prior to the last reimbursement to the LESSEE.

## SECTION X – USE OF GRAND NAME AND LOGO

- 1) Prior to distribution, the **GRAND** President, or his designee, must approve all publicity materials pertaining to events held in the **GRAND** and its facilities. Permission to use the **GRAND** logo or any verbiage in reference to, but not limited to, “The **Grand**,” “**Grand**,” “The **Grand Theatre**,” and “**Grand Theatre**” in any publicity must be granted in writing prior to the Rental Agreement signing. Otherwise, the words “**Grand Theatre**” may be used solely to identify location of this event and may not be used to denote, indicate, or imply sponsorship of this event by the **GRAND**.
- 2) If the **GRAND** is not handling the ticket sales for this event outlined in this Rental Agreement, then the **LESSEE** may not use or list the telephone number or email information of the **GRAND** on any of its publicity or other marketing and informational materials, including print, broadcast, and digital media.



## SECTION XI – USE OF CONTROLLED SUBSTANCES, WEAPONRY & OPEN FLAME

- 1) No open flame is allowed in any space within the facility.
- 2) No activities in violation of federal, state, or local laws, ordinances, rules, regulations, or the opinion of the Board of Health or Fire Marshal shall be permitted on the premises.
- 3) **LESSEE** agrees not to bring onto the **GRAND**'s premises any material, substance, equipment, or object which may endanger the life or cause bodily injury to any persons on the premises or which is likely to constitute a hazard to property without prior written approval of the **GRAND**. The **GRAND** shall have the right to refuse to allow any such material, substances, equipment, or objects to be brought onto said premises and further the right to require its immediate removal if found. No storage of flammable or other volatile or corrosive chemicals on **GRAND** property is allowed. Additionally, no illegal or contraband substances under local, state, or federal law shall be allowed on the premises as well as no weapons of any kind. All stage firearms and other weaponry must pass the inspection of the **GRAND**'s President, or his designee, before being allowed on the property. In the event said stage weaponry does not meet the standards of the **GRAND**, then said stage weaponry must be modified to meet those standards before being allowed on the premises or said stage weaponry must remain off the premises of the **GRAND**.

## SECTION XII – CUSTODIAL SERVICES

- 1) **LESSEE** shall include a Custodial Services/Cleaning Deposit as per agreement in the form of a cashier's check or money order at the time this Rental Agreement is submitted to the **GRAND**.
- 2) The **GRAND**'s President, or his designee, shall be the determinant if cleaning services above and beyond normal wear and tear are needed. This includes all patron accessible areas, backstage spaces, and grounds. If further cleaning services are needed, the **LESSEE** shall pay the **GRAND** the rate of Twenty-Five Dollars (\$25.00) per hour for a cleaning fee.
- 3) The **GRAND** shall supply solid waste services for **LESSEE** providing that the amount of waste generated by **LESSEE** is not excessive. The **GRAND**'s President, or his designee, shall solely determine whether the amount of waste is excessive based on the event. In the event the waste left by **LESSEE** is deemed excessive, the **LESSEE** shall pay the **GRAND** a fee in the amount of One Hundred Dollars (\$100.00) to cover the removal of the excess waste.
- 4) For all rentals in excess of One (1) performance date, a Cleaning Fee of Twenty-Five Dollars (\$25.00) per performance and Ten Dollars (\$10.00) per day of rehearsal/construction shall be billed to **LESSEE**. No Cleaning Fee will be assessed for the first performance of any consecutive-run performances. The **GRAND** retains the right to close off certain restrooms to **LESSEE** access during rehearsal and other non-performance related occupation of the **GRAND** to help control cleaning costs.

## SECTION XIII – FURNITURE, SIGNAGE, DECORATIONS & INSTALLATIONS

- 1) **LESSEE** shall not erect or operate on the premises without prior written consent from the **GRAND** for any machinery or equipment operated by electricity or explosive or highly flammable substance. **LESSEE** shall not install or plan to install any wires or electrical or other appliances without written consent from the **GRAND**.
- 2) No furniture, pictures, or other furnishings may be removed or relocated without the permission of the **GRAND**'s President or his designee.
- 3) No decoration, sign, banner, or other item may be attached to any structure or surface in the **GRAND** by nailing, pinning, gluing, to taping of any kind. A fine of Fifty Dollars (\$50.00) will be billed to **LESSEE** for EACH violation of this item. The fine may be, at the discretion of the **GRAND**, either withheld from deposits or be billed to **LESSEE**. The **LESSEE** is responsible for the actions of all of its staff, volunteers, and patrons in regards to this and all other issues. Claiming ignorance of this requirement by the offending party does not negate the **LESSEE**'s fiscal responsibility as it is **LESSEE**'s responsibility to pass all pertinent regulations and guidelines on to its staff, volunteers, and patrons. By signing this Rental Agreement, **LESSEE** agrees to pay all included fines.
- 4) All changes, additions, and alterations to the inner lobby, the balcony lobby, and the outer lobby must be approved by the **GRAND**'s President, or his designee, prior to the day of the event. This includes placement of all tables, displays, racks, etc., that may impede emergency egress from the **GRAND**. ADDENDUM "A" of this Rental Agreement, incorporated herein, shows the only placement of tables allowed in the inner lobby of the **GRAND**. No tables of any kind may be placed in the outer lobby. The **GRAND**'s President, or his designee, shall have the sole and final say in what and where items may be placed in said lobbies. Failure to adhere to the instructions of the **GRAND**'s President, or his designee, will result in a halt of event proceedings until the situation is correct to the satisfaction of the **GRAND** and an emergency egress obstruction fine of not less than One Hundred Dollars (\$100.00) and not more than One Thousand Dollars (\$1,000.00). **LESSEE** agrees to pay said fines and to supervise all personnel and patrons at the **LESSEE**'s event to prevent such blocking of emergency exits.
- 5) **LESSEE** understands that the facility being rented is provided with a standard of furnishings to be established by the **GRAND** and that the provision of additional furnishings or the rearrangement of existing furnishings must be performed by **GRAND** staff at additional expense to the **LESSEE**.
- 6) **LESSEE** shall have access to assorted tables, chairs, and linens listed on the Rate Schedule. Any chairs, tables or linens required by **LESSEE** beyond this amount will, upon request of **LESSEE**, be supplied at the rate listed on the Rate Schedule.

## SECTION XIV – MARQUEE POLICY

- 1) **LESSEE** shall have use of the Marquee to advertise its event for Five (5) days prior to the opening of **LESSEE**'s event or from the closing of the event immediately prior to that of the **LESSEE**, whichever is shorter.
- 2) **LESSEE** agrees that the Marquee will only be turned on near or after dusk on the day of **LESSEE**'s event. Should **LESSEE** desire the Marquee to be turned on at any other time, then **LESSEE** shall be billed and agrees to pay an hourly rate of Fifty Dollars (\$50.00) per hour with a minimum of Two (2) hours.
- 3) **LESSEE** is limited in the use of alphanumeric characters "A to Z" in the display on the Marquee. The **GRAND** will not be responsible for maintaining any specific level of inventory for any letter or character. Should the **LESSEE** desire the use of a letter or quantity of letters that the **GRAND** does not own, the **GRAND** will upon request of **LESSEE** supply said extra letters at the one time cost per event of Forty-Five Dollars (\$45.00) per letter.
- 4) **LESSEE** shall provide the exact wording for the Marquee to the **GRAND** upon submitting this Rental Agreement using the Marquee Letter Layout form (ADDENDUM B) to this Rental Agreement and included herewith.
- 5) There will be a One Hundred Fifty Dollars (\$150.00) Marquee Setup Fee and Twenty-Five Dollars (\$25.00) per day for any group or individual to have information displayed on the Marquee that is not renting the **GRAND**.

## SECTION XV – TECHNICAL SERVICES

### 1) General:

- a) The use, maintenance and operation of the **GRAND**'s equipment, including, but not limited to, lighting, sound, rigging systems, and other **GRAND** equipment is restricted to authorized **GRAND** personnel only as determined by the **GRAND**'s President or his designee. Any equipment, including additional lighting, sound, video, scenery, or additional stage equipment brought into the **GRAND** by **LESSEE**, must be approved by the **GRAND**'s President, or his designee, prior to the arrival of said equipment.
- b) All personnel must participate in training and orientation of the facilities and equipment by the **GRAND** before being allowed to operate same.
- c) Prior to this performance, **LESSEE** must coordinate backstage security with the **GRAND**'s President or his designee. Only authorized persons are allowed backstage and in backstage areas. This is to help ensure the safety and security of the performers, technicians, the **LESSEE**, the **GRAND** and its facilities and surrounding grounds. As a general rule, only persons actively participating in an event (performers, technicians, and **GRAND** staff) should be allowed backstage. Friends and families of **LESSEE** should be limited to designated audience areas.
- d) No food or drink, other than water, shall be allowed on the stage unless previously cleared by the **GRAND**'s Technical Director. **LESSEE** shall be responsible for all custodial and damage charges cause by food and drink on stage.
- e) **LESSEE** agrees that it is the sole discretion of the **GRAND**'s Technical Director and **GRAND**'s President, or his designee, to set all maximum sound amplification levels, including house and monitor mixes, so as to be in accordance with both the law and the safety of the **GRAND**'s staff and all patrons. In addition, the maximum physical height of all speaker towers/stacks and other scenery on the apron may not exceed Six Foot (6'0") above the stage deck/floor.
- f) No major construction assembly or painting of scenery or props may be performed on stage or on the premises of the **GRAND**.  
All scenic elements should arrive pre-rigged with all necessary hardware in place. The **GRAND**'s Technical Director may, at his sole discretion, deem the **LESSEE**'s scenery as unsafe and unfit; and the **LESSEE** agrees to modify the scenery as per the **GRAND**'s Technical Director's instructions before it shall be installed. Furthermore, only touch-up painting of scenery and props will be allowed to take place on stage.

- 2) The **LESSEE** shall provide to the **GRAND**'s Technical Director a written schedule of events for the duration of **LESSEE**'s rental of the facility, including such items as, but not limited to, load-in date and time, sound check date and time, all rehearsals and technical rehearsals date and time, and any other such time that **LESSEE** is in the **GRAND**.
- 3) At any time the **LESSEE** or the **LESSEE**'s representative is in the auditorium or backstage areas, an employee of the **GRAND** must be present. At no time may a representative of **LESSEE** be alone in the **GRAND**, and **LESSEE** shall never be given keys to the **GRAND** and any of its facilities. The **LESSEE** shall be billed at the hourly rate for the presence of the **GRAND**'s employee.
- 4) The **GRAND**'s Technical Director shall, at his/her sole discretion, set the number of stage crew and technicians (both **GRAND** staff and volunteer) needed for all aspects of installing and running the event(s) and shall have the sole responsibility to certify the ability of said crew and technicians.
- 5) No items shall be left or stored in the **GRAND** or on the premises of the **GRAND** after completion of an event. Complete load-out of all events must happen immediately following completion of the event. Items may be left in the facility with advance notice and consent by the **GRAND**'s Technical Director and upon paying a Twenty-Five Dollar (\$25.00) Storage Fee per day to the **GRAND**.
- 6) It is the sole responsibility of the **LESSEE** to provide the **GRAND**'s Technical Director with the production information he/she needs to adequately prepare for the event in a timely fashion. It is not the job of the **GRAND**'s Technical Director to track down and get information from the **LESSEE**'s artists, technicians, crews, or subcontracted lighting, sound and staging companies. If no advance information is provided to the **GRAND**'s Technical Director, then the **GRAND**'s Technical Director has the full right and privilege to restrict what equipment may be used on stage and what services are available to the **LESSEE**.

## SECTION XVI – SECURITY

- 1) If required in the sole discretion of the **GRAND**, **LESSEE** shall provide trained and professional security personnel (either backstage or front of house or both) at **LESSEE**'s sole cost for any and all events that the **GRAND** deems as having the possibility of risk to safety or illegal items and/or activity. In the event the **GRAND** requires security services and personnel, **LESSEE** must notify the **GRAND** of its security planning and staffing in writing at least Fifteen (15) business days prior to the event date or Three (3) days after the **GRAND**'s notice requiring security is given if closer to the event. In the event **LESSEE** fails to supply said information to the **GRAND**, **LESSEE**'s event shall be cancelled and all items under

## SECTION XVII – EMERGENCY PROCEDURES

- 1) In the event of an emergency, the House Manager and all other **LESSEE** staff will follow the prepared emergency evacuation procedures to safely assist patrons and performers in leaving the facility.
- 2) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever and no exit door or any exit way shall be blocked (either partially or completely), locked, or bolted when the facility is in use. Moreover, all designated exit ways shall be maintained in such a manner as to be visible at all times. No exit sign or visual indication of such may be obscured, blocked, or reduced. These rules apply to both patron use and backstage use spaces.
- 3) **LESSEE** and its employees, staff, and other entities agree to follow the directions of the **GRAND**'s staff, security personnel, or signage in the event of an emergency situation.
- 4) **LESSEE** assumes all responsibility that its subcontractors do not obstruct exits and paths of emergency egress in any manner including, but not limited to, the placement of equipment, road boxes, support structures, and personnel.
- 5) **LESSEE** shall assume responsibility for all temporary cables and wiring being run for this event to be enclosed in appropriate cable covers or otherwise secured in all pedestrian traffic areas both backstage and in the auditorium/lobby.

## SECTION XVIII – BILLING OF SERVICES

Upon **LESSEE**'s completion of the event and departure, the **GRAND** will draw up an invoice for services rendered detailing the **GRAND**'s services provided, any damage incurred and/or additional hourly cost incurred to return the **GRAND** to its original condition. This invoice will then be delivered to **LESSEE**'s contractual representative. All terms of payment are Net Thirty (30) days. After Thirty (30) days, interest will accrue at the rate of Two Percent (2%) per day on the unpaid balance, compounded daily, until the balance is paid in full.

## SECTION XIX – PARKING

- 1) The **GRAND** does not maintain, own, operate, or lease private parking facilities for the **GRAND**. All parking surrounding the **GRAND** is public, private, or municipal.
- 2) The **GRAND** does not guarantee adequate parking nearby for any of **LESSEE**'s patrons or staff.
- 3) With at least Ten (10) business days notice, the **GRAND** will attempt to reserve, designate or suggest parking as near the **GRAND** as possible for VIP's, trucks, vans, motor coaches, and other ground transportation. However, as the **GRAND** owns no parking, this will be a "best effort undertaking." The **GRAND** assumes no liability for vehicles ticketed or towed for improper parking.
- 4) The **GRAND** will not provide power, water, or sewer hookups to motor coaches, motor homes, or other forms of ground transportation.

## SECTION XX – ACCESS

- 1) No individual, group, or other part of **LESSEE** shall at any time be given keys to any part of the **GRAND** or its associated facilities.
- 2) Access to the **GRAND** and its associated facilities may only occur during normal business hours when office staff are present or after hours when a member of the **GRAND**'s staff is present. Access to the auditorium or backstage areas during business hours requires the presence of **GRAND** staff.
- 3) Entry access to the **GRAND** is via the St. Clair Street front doors for patrons. Access to the stage and backstage areas from the time the house is open until after the house has cleared after the performance is solely via the Main Street doors. Additionally, for technical and rehearsal calls, all access to the **GRAND** by the **LESSEE** is to be via the Main Street doors. After 5:00 p.m. or when the **GRAND** is closed, all crew, staff, volunteers, and others arriving for an event, rehearsal, load-in, or other component of the rental period must enter the **GRAND** through the Main Street doors as the St. Clair doors to the facility will be locked.
- 4) It is the responsibility of the **LESSEE** to inform its audience and ensure that audience is not permitted backstage before or after the performance. Gifts for performers (such as flowers) should be deposited with the House Manager prior to the performance where they will be taken backstage for the audience member. The **GRAND** requests that no flowers, bouquets, and other items are taken into the auditorium for presentation at the completion of the event. In the case of such a presentation, the **GRAND** asks that the flowers be left with the House Manager and retrieved just prior to the end of the show or that the House Manager make the presentation at the end of the show so as not to distract patrons during the course of the show.
- 5) At no time will **LESSEE** block or otherwise prop open any external door or allow any external door to be blocked open to allow entry or re-entry by **LESSEE** after exiting from the building. Any doors found propped open by **LESSEE** or **LESSEE**'s staff, volunteers, or patrons shall result in a fine of Fifty Dollars (\$50.00) per incident being levied against the final bill for the rental or being withheld from the deposits. By signing this Rental Agreement, **LESSEE** agrees to pay all such levied fines.
- 6) For all events held at the **GRAND** (including rental events), the front doors of the **GRAND** at the Box Office level will be opened ONE (1) HOUR prior to the starting time of the event/show. Additionally, all ushers and the House Manager must be present and in position when the front exterior doors to the **GRAND** are unlocked and opened. The inner/lower lobby doors of the auditorium will be opened no later than THIRTY (30) MINUTES prior to the starting time of the event/show. All stage setup, light check, sound check, and all other onstage technical requirements must be complete prior to the opening of the lower lobby auditorium doors.

# SECTION XXI – BROADCASTING & RECORDING OF EVENTS

- 1) Photographing, recording, filming, and videotaping within the auditorium is not allowed during a public performance. Ushers are to be instructed to enforce this policy in relation to members of the audience. Clearance for exceptions to this policy must be obtained from the **GRAND**.
- 2) Photographing, recording, filming, videotaping, or network streaming within the auditorium may be done before or after the performance or during a rehearsal, subject to the approval of the performer or performing organization and advance notification to the audience.
- 3) Photographing, recording, filming, videotaping, or network streaming anywhere within the **GRAND** both in the auditorium or on the exterior of the **GRAND** that includes the **GRAND** predominantly in the background is subject to permission of the **GRAND**. Any person or group doing such visual or audio recording/broadcasting, if used for any purpose other than private archival copy, must first negotiate a separate Recording/Broadcasting Agreement with the **GRAND**.
- 4) All video and recording needs shall be submitted in writing to the **GRAND**'s Technical Director at least Thirty (30) days in advance of the event, and all equipment must arrive and be completely installed, setup, and tested at least Three (3) hours before curtain time for the event, unless otherwise specified by the **GRAND**'s Technical Director.

# SECTION XXII – TICKET REIMBURSEMENT PROCEDURES

- 1) The **GRAND** shall issue a check to **LESSEE** for all tickets sold for an event within Fifteen (15) business days of the completion of the event, less expenses, fees, etc., if applicable.
- 2) The **GRAND** shall supply to **LESSEE** One (1) printed copy of the ticket report as well as additional accounting documentation with the reimbursement check.

## SECTION XXIII – RECEPTION ROOM RENTAL

1) The **GRAND**'s second floor Reception Room (which also serves as an Art Gallery) may be rented either in conjunction with the Theatre rental or separately. The fee for rental of the Reception Room in conjunction with the Theatre rental will be an additional One Hundred Fifty Dollars (\$150.00) plus all provisions relating to food and beverage charges. The fee for the rental of the Reception Room only where no Theatre rental is provided is Three Hundred Fifty Dollars (\$350.00) plus all provisions relating to food and beverage charges. The Reception Room will not be rented for large private parties and will have a capacity generally restricted to no more than One Hundred Fifty (150) people. Exceptions may be made at the discretion of the **GRAND**'s President or his designee

2) The provision of food and beverage will be controlled by the **GRAND**, unless some agreement as contemplated under the aforementioned provisions relating to food and beverage are made. No alcoholic beverages may be brought into the facility other than those procured by the **GRAND** as a licensed facility. Provisions concerning the gifting of food and beverages may be made with the percentages contemplated therein going to the **GRAND**. An additional Cleaning Deposit of Twenty-Five Dollars (\$25.00) will be charged for any event where the Reception Room is used.

3) The Reception Room will not normally be rented on any date that the **GRAND** is conducting its own events. Exceptions to this may be made at the discretion of the President or his designee.

4) Admission to the Reception Room will be controlled at the entrance of the Theatre with the **LESSEE** providing a listing of those individuals who will attend and assist in the control of entry at the Ticket Window and front door on St. Clair Street.

5) All other provisions of the **GRAND**'s Rental Policy shall apply to the rental of Reception Room.

## SECTION XXIV – RATES SCHEDULE

Contact [info@thegrandky.com](mailto:info@thegrandky.com) or 502-352-7469 to obtain a Rate Schedule for your organization.



# SECTION XXV – SIGNATURES & OFFICIAL REPRESENTATIVES

By signing below, both parties acknowledge having read the attached Rental Agreement and to abide by all of the terms and stipulations contained therein. Both parties also acknowledge that they have the authority to enter into this Rental Agreement for themselves and the organization(s) they represent.

**For the LESSEE**

**For the GRAND**

--	--

Signature

Signature

--	--

Date

Date

--	--

Printed Name

Printed Name

--	--

Title

Title

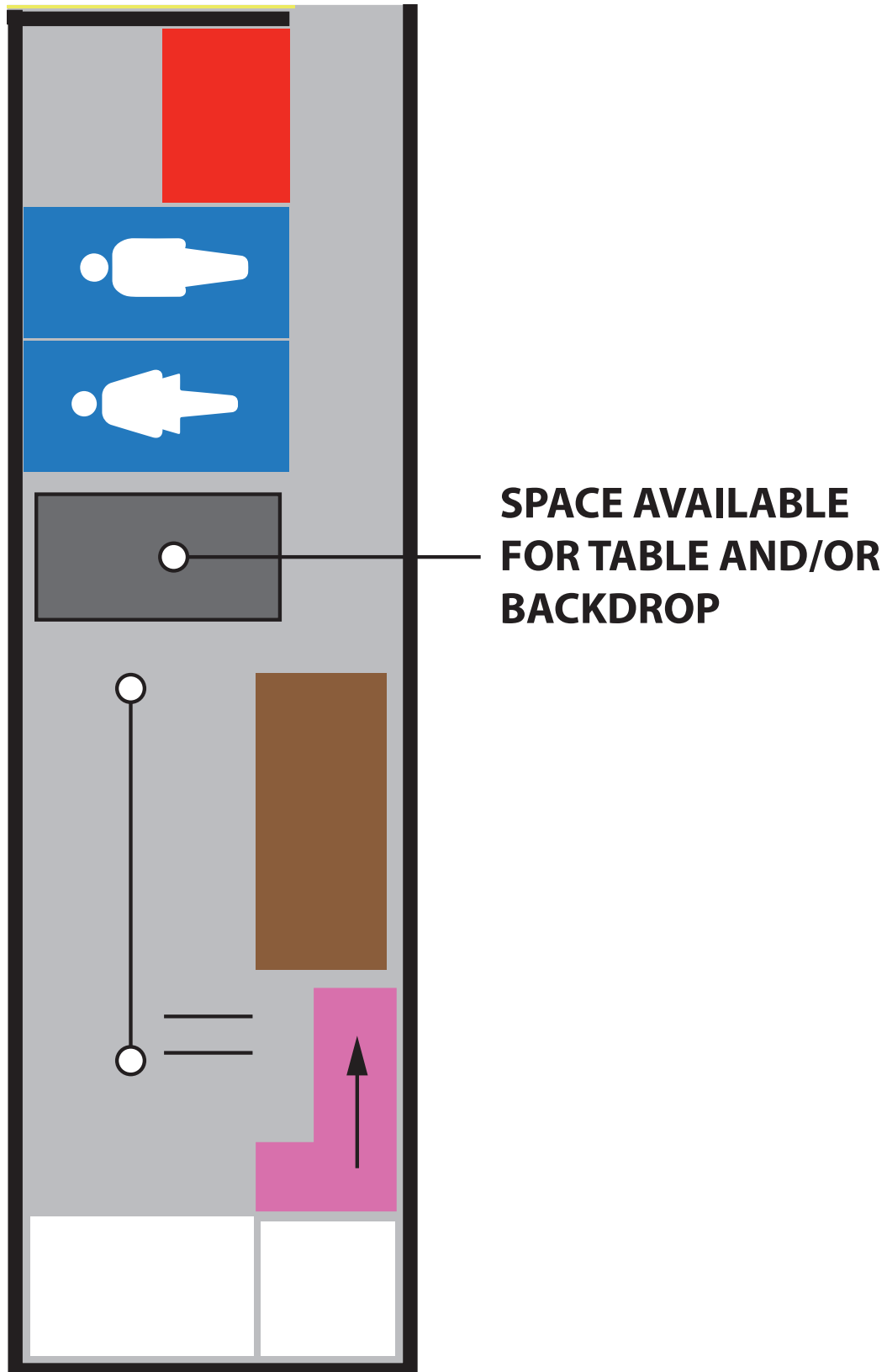
Please list below all individuals who will be authorized by **LESSEE** to act on behalf of **LESSEE** as an Official Representative during the term of the rental. Either the **LESSEE** or one of these Official Representatives must be present at the **GRAND** any time **LESSEE**'s staff, volunteers, or patrons are in the **GRAND** or on or about the premises (as per **SECTION II – GENERAL GUIDELINES FOR USE OF THE GRAND – Item 18**). Filling in no names below is a formal declaration that the above signatory **LESSEE** will be present at all times as outlined under **SECTION II – GENERAL GUIDELINES FOR USE OF THE GRAND – Item 18** of this Rental Agreement.

**Name**

**Telephone Number**


**Attach Additional Page if Additional Names with Telephone Numbers Required.**

# ADDENDUM A - Permissible Table Placement In Lobby Area



# ADDENDUM B — MARQUEE LAYOUT REQUEST

Row 1																				
Row 2																				
Row 3																				
Row 4																				



## Instructions for completing Marquee Layout Worksheet:

Each row of boxes above represents a row of letters that can be put on the Marquee. Each box represents a single letter, number, or punctuation mark. Fill in One (1) letter/number per box in the rows above. Please indicate the total number of each individual letter/number in the Alphanumeric list above.

## Alphanumeric List (Height \_\_\_\_\_ inches):

A \_\_\_\_\_ B \_\_\_\_\_ C \_\_\_\_\_ D \_\_\_\_\_ E \_\_\_\_\_ F \_\_\_\_\_ G \_\_\_\_\_ H \_\_\_\_\_ I \_\_\_\_\_  
 J \_\_\_\_\_ K \_\_\_\_\_ L \_\_\_\_\_ M \_\_\_\_\_ N \_\_\_\_\_ O \_\_\_\_\_ P \_\_\_\_\_ Q \_\_\_\_\_ R \_\_\_\_\_  
 S \_\_\_\_\_ T \_\_\_\_\_ U \_\_\_\_\_ V \_\_\_\_\_ W \_\_\_\_\_ X \_\_\_\_\_ Y \_\_\_\_\_ Z \_\_\_\_\_  
 0 \_\_\_\_\_ 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_ 7 \_\_\_\_\_ 8 \_\_\_\_\_ 9 \_\_\_\_\_



# ADDENDUM C — RENTAL CHECKLIST

**LESSEE** should use this Rental Checklist to ensure completion of all required items and notation of some important items. All of these items are covered in detail in the Rental Agreement. **LESSEE** should print out and distribute this Rental Checklist to all of its staff and volunteers.

## Pre-Event Items:

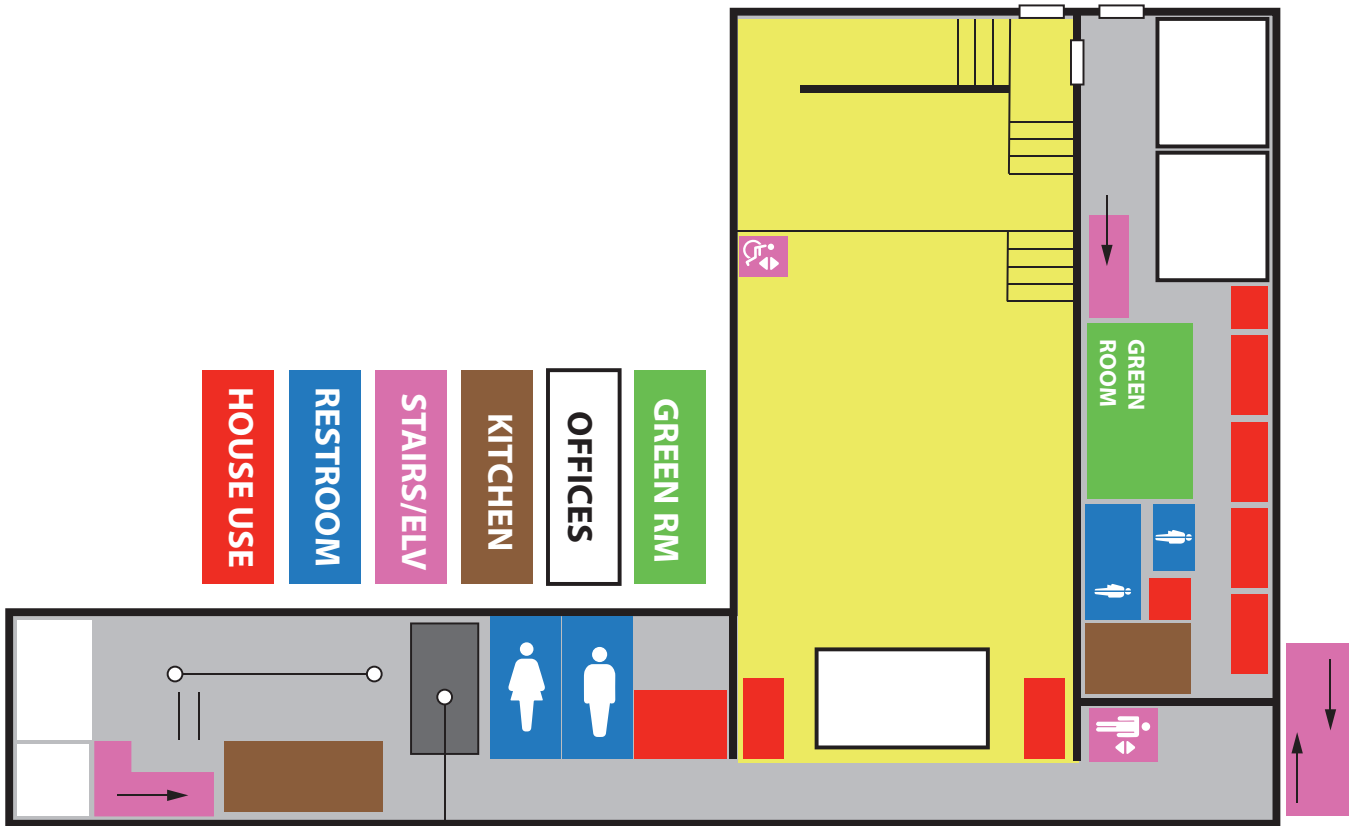
- Submitted Fifty Dollar (\$50.00) nonrefundable Date-holding Deposit **AND** refundable Space Rental and Cleaning Deposits; or
- Submitted both refundable Space Rental and Cleaning Deposits.
- Submitted your **Certificate of Liability Insurance** at least Ten (10) business days prior to the event.
- Submitted Two (2) completed copies of the **Application for Facility Rental/Rental Agreement**.
- Signed both copies of the **Application for Facility Rental/Rental Agreement**.
- Completed all information on all forms, particularly the yellow-highlighted areas.
- Once a single ticket is sold, ticket prices and discounts cannot be modified, added or deleted.
- Listed both load-in and load-out dates **AND** times on **LESSEE's Application for Facility Rental/Rental Agreement**.
- Designated whether **LESSEE** is providing House Manager and ushers or if **GRAND** is to provide same for a fee.
- Notified all of **LESSEE's** staff, volunteers, and others of the policies and procedures in this Rental Agreement.
- Followed all guidelines for use of the **GRAND's** logo, name, and contact information.
- Cleared all concession/merchandise selling issues with the **GRAND's** President.
- **LESSEE's** House Manager must contact the **GRAND's** President Twenty-Four (24) hours in advance of show but not on show date. The show date contact is too late.
- During rehearsals, **LESSEE** is limited to using the dressing room restrooms and **NOT** the main lobby restrooms.
- All scenery, props, costumes, and equipment must be loaded-in through the Main Street stage doors of the **GRAND** and not the St. Clair front doors of the **GRAND**.
- The **GRAND** is not responsible for **LESSEE's** marketing and advertising.
- The **GRAND** has approved all advertising and marketing materials using its name, logo, and contact information.

## During Event Items:

- Outside of business hours, **LESSEE's** cast, crew, staff, and volunteers must enter via the **GRAND's** Main Street office doors and **NOT** through the St. Clair front doors of the **GRAND**.
- No eating or drinking by **LESSEE's** cast, crew, staff or volunteers except outside or inside dressing rooms (**NOT** in the auditorium, lobby, or on stage).
- No outside food or drink allowed in the **GRAND** by patrons—ushers must confiscate.
- No use of tacks, tape, or other adhesive to hang signage or other materials unless approved by the **GRAND's** Technical Director.
- Duct tape is not allowed to be used anywhere in the facility for any purpose.
- No doors are to be propped open or blocked for any reason; this will result in fines to **LESSEE**.
- The **GRAND's** St. Clair front doors (Box Office) will be open no later than ONE (1) HOUR prior to event time.
- The auditorium will open no later than THIRTY (30) MINUTES prior to event time.
- All lobby/table and display arrangements **MUST BE APPROVED** by the **GRAND's** President or Technical Director.
- The **GRAND's** staff have the right to set all final sound levels.
- The audience is to remain seated for the duration of the event. No mosh pits, etc., allowed.
- The **GRAND's** staff has the right to stop an event without notice in case of emergency.
- No painting or construction in the **GRAND** is allowed unless approved by the **GRAND's** Technical Director.
- **LESSEE** will arrive on time for all scheduled load-ins and sound checks.
- The **GRAND** does **NOT** supply bottled water or drinks to performers and others for rental events.

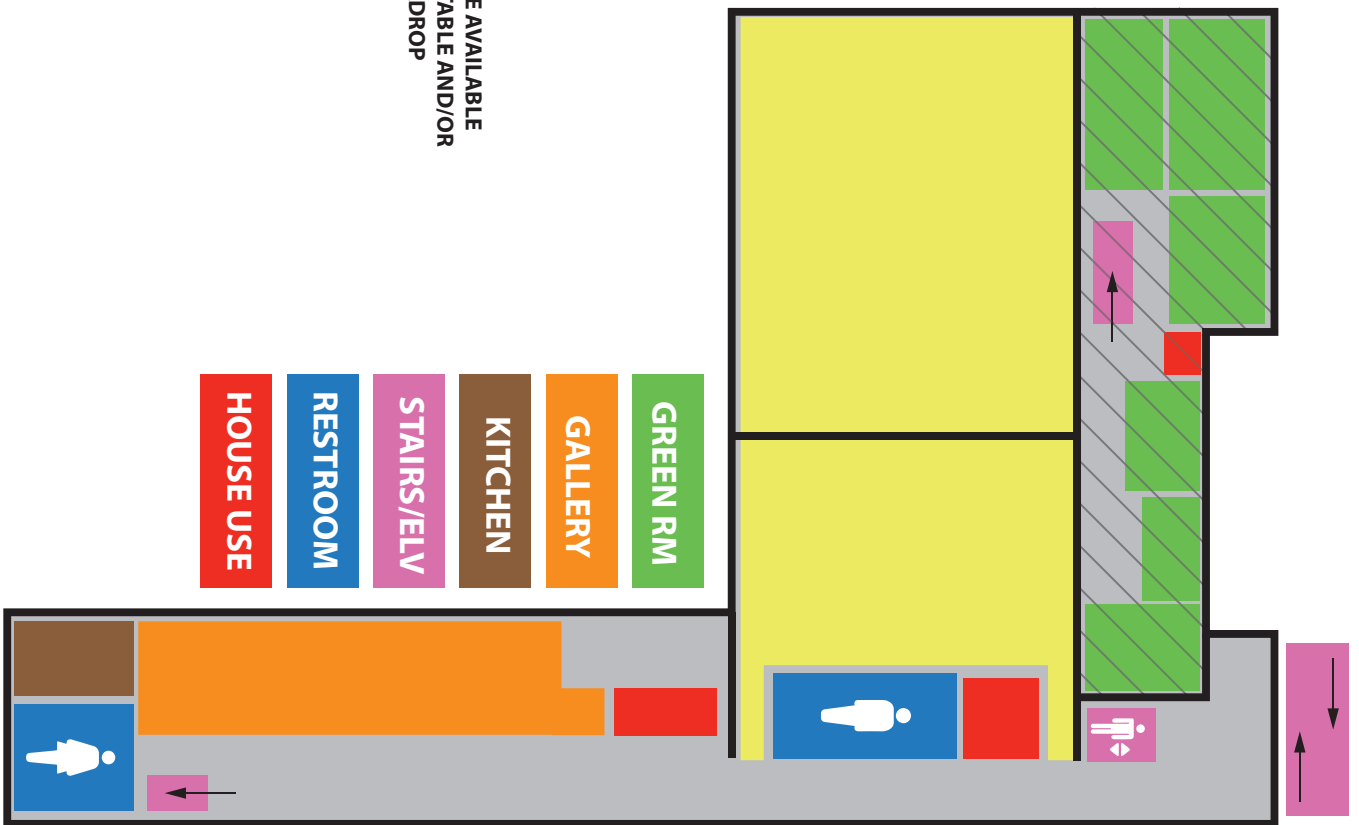
## Post Event Items:

- **LESSEE** shall remove all belongings from all areas of the **GRAND**.
- **LESSEE** shall clean up any messes beyond normal wear and tear, including, but not limited to, food debris, packaging materials, lumber, etc.
- **LESSEE** shall provide to the **GRAND** all commissions for any concessions/merchandise sales done by **LESSEE** or **LESSEE's** representative.
- All scenery props, costumes, and equipment must be loaded-out through the Main Street door of the **GRAND** and **NOT** the St. Clair front door.



- GREEN RM
- OFFICES
- KITCHEN
- STAIRS/ELV
- RESTROOM
- HOUSE USE

SPACE AVAILABLE  
FOR TABLE AND/OR  
BACKDROP



- GREEN RM
- GALLERY
- KITCHEN
- STAIRS/ELV
- RESTROOM
- HOUSE USE



# GRAND THEATRE

308 St. Clair Street  
Frankfort, KY 40601  
p (502) 682-7469-Theatre  
p (502) 226-4157-management office  
f (502) 226-4158  
www.thegrandky.com  
info@thegrandky.com

**GRAND STAFF USE ONLY:**  
Date & Time Received: \_\_\_\_\_  
Received by: \_\_\_\_\_

## Application for Facility Rental

*(Please see attached instructions.)*

Submission of this Application does not guarantee rental of the Grand Theatre or its associated spaces. Once availability has been checked and potential client has been sent a copy of the rental policy and procedures, then a formal contract will be issued to reserve the requested date and services. Upon return of the contract, signed by both the client and the Grand Theatre and any deposit required, the facility will be reserved for the client.

**Name of Client/Organization:** \_\_\_\_\_ **DUNS Number:** \_\_\_\_\_

*(Name must be same as contract name if no organization; this is the identity that the reimbursement checks will be made payable.)*

**Client Contact Name (one only):** \_\_\_\_\_

**Client Mailing Address (No P.O. Boxes accepted):** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Telephone:** (\_\_\_\_) \_\_\_\_\_ **Evening Telephone:** (\_\_\_\_) \_\_\_\_\_

**Fax:** (\_\_\_\_) \_\_\_\_\_ **Cell Phone:** (\_\_\_\_) \_\_\_\_\_ **Email:** \_\_\_\_\_

*(Client MUST list at least TWO separate telephone numbers with ONE number NOT being a cell phone number.)*

### Please check the space(s) you are applying to rent:

- Theatre (includes all support spaces except Reception Room)
- Balcony
- Balcony Lobby (for events with greater than 250)
- Lower Lobby
- Reception Room
- Dressing Room
- Stage Only

*(Please note that the Box Office and Staff Offices are not available for rental or use by renting individuals/groups. Use of the Box Office on event dates requires Grand Theatre staff.)*

### Please check the box that best describes your organization:

- Nonprofit
- Educational
- Government

*(If a Nonprofit, please attach a copy of your IRS determination letter to this Application.)*

### Have you rented the Grand

Business before?  Yes  No

Is this Application part of a season?  Yes  No

### Date Request Information

Date & Time of Performance(s)	First Choice	Second Choice	Third Choice
Load-In Date & Time	_____	_____	_____
Load-Out Date & Time	_____	_____	_____

Expected Total Attendance at event(s): \_\_\_\_\_ Admission Charge(s): Main Floor: \$ \_\_\_\_\_ Balcony \$ \_\_\_\_\_







# INSTRUCTIONS FOR APPLICATION FOR FACILITY RENTAL

1. Please list only one main contact name for your organization. This should be the person responsible for all booking and contractual negotiations. The final contract will have contact areas for your marketing, technical, audio, etc. associates.
2. Please include as many phone numbers as possible as many times an after hours event will affect a client and you will need to be notified. The Grand Theatre does not share information gathered on this Application with individuals or groups outside the Grand Theatre organization.
3. Please check the box next to the space(s) you are looking to reserve. Check the "Theatre" box will include the auditorium, stage, backstage areas, dressing rooms, balcony, and main and balcony lobbies for the date and time of performance only or for setup time. The Grand Theatre Box Office is only available immediately prior to the performance and is to be staffed only by Grand Theatre personnel if the Grand Theatre is handling your "at door and "will call" ticketing needs. The Reception Room is **NOT** included in the general "Theatre" rental and needs to be indicated separately if required. If the Grand Theatre is handling all of your ticket sales, please complete the attached Box Office Services Request form attached hereto.
4. Please be sure to indicate the category your organization falls under (Nonprofit, Educational, Government, or Business). Be sure to include a copy of your IRS tax determination letter if you are a Nonprofit 501 (c)(3) corporation or otherwise.
5. In indicating your "Date Request" information, please list alternate dates if at all possible. This will help in making your request a possibility in the event of conflicting applications from different groups. While the Grand Theatre will strive to get you the dates you request, the Grand Theatre reserves the right to solely make all rental decisions that it deems appropriate. Please list each performance date and time if you are doing multiple performances of the same event. If you have three or more performances, please attach a separate sheet listing all of the performance dates and times and indicate on the application that this sheet is attached. Also, please indicate the "Load-In" date and time (the moment your personnel and/or equipment will arrive at the Grand Theatre) and the "Load-Out" date and time (the moment your last personnel and/or equipment will depart the Grand Theatre after the last performance).
6. Please note that the Grand Theatre does not typically supply ushers or other house staff for clients. These must be supplied by the renting organization. All organizations must designate a "House Manager" for the performances and supply such contact information to the Box Office Manager one week before the first performance.
7. By signing this Application, the individual warrants that he/she is the authorized entity to enter this request on behalf of the organization. This Application alone, unless otherwise noted, is **NOT** a binding contract on either the client or the Grand Theatre. These Instructions are a part of the Application for Facility Rental. A formal contract will be sent upon confirmation of date availability and client approval which will serve as the sole legal agreement between the client and the Grand Theatre.
8. All necessary deposits must be submitted with the Application for Facility Rental to secure and reserve a rental date in the Grand Theatre.
9. If you are submitting this Application for Facility Rental for a season of events, you will need to submit a separate Application form for each different production or "show" in your season. Please submit all season requests together. Only one Security Deposit is required.
10. Please direct all questions about this Application to the Grand Theatre's President and return this Application in person to the President or via U.S. mail. The Grand Theatre is not responsible for incorrectly addressed, lost or returned Applications. Applications will not be accepted via email or as email attachments or other electronic formats.

**LESSEE IS RESPONSIBLE FOR SECURING INSURANCE FOR THE DURATION OF THE EVENT AND TIME SPENT IN THE GRAND THEATRE. SEE THE CONTRACT FOR DETAILS!**

**PLEASE NOTE: INCOMPLETE APPLICATION FORMS WILL NOT BE ACCEPTED AND NO DATE(S) WILL BE HELD UNTIL A COMPLETE FORM IS ON FILE WITH THE GRAND THEATRE. ADDITIONALLY, IF THE APPROPRIATE DEPOSIT IS NOT PAID, NO DATE(S) WILL BE HELD UNTIL THE DEPOSIT IS RECEIVED.**

**NO FORMAL OR INFORMAL COST ESTIMATES WILL BE GIVEN (VERBALLY OR OTHERWISE) UNTIL THIS FORM HAS BEEN RECEIVED. ONCE RECEIVED, A FORMAL COST ESTIMATE WILL BE SUPPLIED TO THE INDIVIDUAL COMPLETING THE FORM VIA EMAIL OR U.S. 1st CLASS MAIL.**

# EVENT WORKSHEET

Please complete this Event Worksheet and submit it with your Application for Facility Rental. Applications will be considered incomplete and will not be considered if this Event Worksheet is not completed and attached. Check the boxes next to equipment/services needed over the entire duration of your event. A representative of the Grand Theatre **MUST** be in the facility at any time your group/organization, representative, personnel, volunteer, or patron is present.

## Lighting Needs:

- Full Stage, no color wash
- Three (3) color wash
- Event-specific lighting [focus, custom colors, over Ten (10) cues]
- Follow spots:  
Quantity \_\_\_\_\_
- 100 amp, 220 volt service
- Special rigging
- Other (please indicate below)

## Audio Needs:

- 100 amp, 220 volt service
- Corded hand-held mics: Qty \_\_\_\_\_
- Wireless hand-held mics: Qty \_\_\_\_\_
- Wireless lavalier mics: Qty \_\_\_\_\_
- Microphone stands:  
Regular – Qty \_\_\_\_\_ Boom – Qty \_\_\_\_\_  
Shotgun – Qty \_\_\_\_\_
- In-house mixing position
- Playback needs
- CD  Other (please indicate below)

## Audio/Visual Needs:

- Digital projection:
- Full stage  Partial stage
- House screen (full stage)
- Small screen (half stage)
- From laptop:  Mac  Windows
- From DVD
- Telex communication system
- Other (please indicate below)

## Staging Needs:

- Run crew/stagehands/loaders  
Qty \_\_\_\_\_
- Podium  Microphone
- Chairs: Qty \_\_\_\_\_
- Tables (2 ft. x 6 ft.): Qty \_\_\_\_\_
- Other (please indicate below)

*If you need to use the Grand Theatre's lighting/Audio/A-V or Staging, you will need to have a Grand Theatre representative run/supervise operations.*

Other \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# BOX OFFICE SERVICES REQUEST

Please complete one (1) copy of this Box Office Services Request form for each individual production on which you are requesting Box Office services. If for a season of shows, please complete one (1) copy of this form for each show in the season UNLESS all show requirements are exactly the same except for the name and dates. This Box Office Services Request must accompany a completed Rental Contract.

## GRAND THEATRE STAFF ONLY:

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_

For Box Office: \_\_\_\_\_

Request Approved  Request Denied

## Event Information:

Name of Event: \_\_\_\_\_

(As it will appear on the ticket)

Performance Date: \_\_\_\_\_ Curtain Time: \_\_\_\_\_  AM  PM

Seating Type:  General Admission  Reserved Seating

## Contact Info for Box Office & Ticketing Issues:

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

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_

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

## Price Information:

Expected total # of tickets: For Sale \_\_\_\_\_ Comp \_\_\_\_\_

Price for 1st Tier seats: \$ \_\_\_\_\_

Price for 2nd Tier seats: \$ \_\_\_\_\_

Price for 3rd Tier seats: \$ \_\_\_\_\_

## Discounts

Students: \$ \_\_\_\_\_

Students include:  K-12  College  Other

Age definition for children: \_\_\_\_\_ max.

Admission FREE under the age of: \_\_\_\_\_

Discounted price for seniors: \$ \_\_\_\_\_

Age definition for seniors: \_\_\_\_\_ and up

Group discount rate: \_\_\_\_\_

Quantity definition of Group: \_\_\_\_\_

Begin ticket sales: (dd/mm/yy) \_\_\_\_\_

## Ticket Refund/Exchange Policy:

Allow:  Refunds  Exchanges

Don't Allow:  Refunds  Exchanges

## Late Seating/Admission Policy:

How do you wish late arrivals to your event to be handled?

Seat immediately  Seat at intermission  Deny admission

## Time Definition of Late Seating:

How long after show begins until someone classified as being a late admission? \_\_\_\_\_ hours \_\_\_\_\_ minutes

## Event Timing Information:

Total run time of event: \_\_\_\_\_ Hrs \_\_\_\_\_ Mins

Number of acts:  One  Two  Three

## Length of each act:

One: \_\_\_\_\_ Hrs \_\_\_\_\_ Mins

Two: \_\_\_\_\_ Hrs \_\_\_\_\_ Mins;

Three: \_\_\_\_\_ Hrs \_\_\_\_\_ Mins

# of intermissions:  None  One  Two

Length of inter. : One: \_\_\_\_\_ Mins Two: \_\_\_\_\_ Mins

Brief description of event (or attach promotional materials): Please describe as fully as possible as this is how we will describe your event on our telephone system and website to your patrons: \_\_\_\_\_

Please list below the full names (print) of those individuals that you wish to have access to your Box Office/sales information. This includes the number of tickets sold, income generated, etc. We will NOT divulge any Box Office information to ANYONE that is not listed below. We also will not share Box Office information over the telephone. \_\_\_\_\_

# RAIN DATE REQUEST

Please complete one copy of this form for each date you wish to reserve as a rain date for your event(s).

<b>Event Information:</b>	
<b>Name of Event:</b>	_____
<b>Performance Date:</b>	_____
<b>Curtain Time</b>	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<b>Seating Type:</b>	<input type="checkbox"/> Gen. Admission <input type="checkbox"/> Res. Seating

## Brief Description of Event:

**Total run time of event:** \_\_\_\_\_ Hrs \_\_\_\_\_ Mins

**Number of acts:**  One  Two  Three

### Length of each act:

One: \_\_\_\_\_ Hrs \_\_\_\_\_ Mins

Two: \_\_\_\_\_ Hrs \_\_\_\_\_ Mins;

Three: \_\_\_\_\_ Hrs \_\_\_\_\_ Mins

**# of intermissions:**  None  One  Two

**Length of inter. :** One: \_\_\_\_\_ Mins Two: \_\_\_\_\_ Mins

## Contact Info for Box Office & Ticketing Issues:

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

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_

**Cell Phone:** (\_\_\_\_) \_\_\_\_\_

**Email:** \_\_\_\_\_

Describe the event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Price Information:

Expected total # of tickets: For Sale \_\_\_\_\_ Comp \_\_\_\_\_

Price for 1st Tier seats: \$ \_\_\_\_\_

Price for 2nd Tier seats: \$ \_\_\_\_\_

Price for 3rd Tier seats: \$ \_\_\_\_\_

## Discounts

Students: \$ \_\_\_\_\_

Students include:  K-12  College  Other

Age definition for children: \_\_\_\_\_ max.

Admission FREE under the age of: \_\_\_\_\_

Discounted price for seniors: \$ \_\_\_\_\_

Age definition for seniors: \_\_\_\_\_ and up

Group discount rate: \_\_\_\_\_

Quantity definition of Group: \_\_\_\_\_

**Begin ticket sales:** (dd/mm/yy) \_\_\_\_\_

## IMPORTANT NOTICE:

To have a date held as a rain date, you MUST pay a \$100.00 fee to be submitted with this form. If the Grand Theatre is requested by a client who wishes to rent the Grand Theatre for an event the same date as your rain date hold, you will have the option of a) paying the full rental fee (less deposit) to continue to hold the date, or b) receiving a refund of your deposit. In the case of the latter option, the Grand Theatre will rent the space to the new client. In short, a client doing a full rental of the facility will take precedence over a rain hold.

If you must move your event into the Grand Theatre due to weather after having reserved the facility as a rain date, you will need to pay all regular rental fees above and beyond the deposit.

Additionally, you MUST look over a copy of the Rental Contract as a requirements listed therein will apply to your event should you need to move into the Grand Theatre due to weather. Pay close attention to the insurance requirements—your event may not move into the Grand Theatre unless these (and all other) requirements are met regardless of any deposits paid. You can download a copy of the Rental Contract at [www.thegrandky.com](http://www.thegrandky.com) and follow the "Rental" link.

<b>GRAND THEATRE STAFF ONLY:</b>	
<b>Date Received:</b>	_____
<b>Received By:</b>	_____
<b>For Box Office:</b>	_____
<input type="checkbox"/> Request Approved	<input type="checkbox"/> Request Denied

By signing below, you agree to the terms listed above and verify that you have read a copy of the Rental Contract for the Grand Theatre and you agree to its terms if you should need to move your event into the Grand Theatre.

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

**Date:** \_\_\_\_\_

