
Event Rental Contract

All booking parties must read and sign the event contract to reserve and confirm event date. Events without a signed contract & deposit will not be added to the official event calendar.



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All booking agents must read and sign this agreement at the time of booking when a deposit has been made to secure the event on the event calendar. By signing this contract, the booking agent agrees to the policies outlined here and understands that Pennyroyal Arts Council, Inc. (dba PACI) reserves the right to refuse service if there is a breach of contract. The booking party also takes responsibility for their event guests if any of these policies have been ignored or disobeyed. It is understood and agreed between both parties that the premises shall be used and occupied for business/leisure and for no other purpose without PACI's prior written consent. The booking party also agrees that he/she/they will not use or permit any person to use the premises for any purpose in violation of the laws of the United States, the Commonwealth of Kentucky, or any other lawful authority.

Payments & Event Cancellation

A **50% non-refundable deposit** of the total rental fee is required to secure the event date on the event calendar. The remaining balance is due **in full on the day of/or at the conclusion of the event**. The Alhambra Theatre will accept checks and credit cards as acceptable payment methods. There is a 2.9% + \$0.25 service fee for a credit card invoiced, and a 3.4% plus \$0.25 fee to manually key in a credit card. Failure to pay the remaining balance may result in legal action. All payments made at the time of the event cancellation are non-refundable. If the event is cancelled within 14 days of the scheduled event date, the booking party agrees to pay 50% of remaining balance owed as stated on the *Event Order Estimate*. An *Event Cancellation Form* must be submitted.

Included with the Rental Fee

PACI will provide the specified event space for the time agreed upon and as outlined in this agreement and the *Event Order Estimate*. All tables and chairs needed for an event for up to 80 people in The Hall or 650 people in the Alhambra Auditorium will be provided by PACI. PACI will be responsible for setting up the tables and chairs needed, as well as breaking down. PACI will provide all trash/garbage receptacles and liners. Event Rentals are based on (1) day rental, unless the booking party has requested weekend rental rates.

Alhambra Auditorium rental rates include payment of the PACI Technical Director to operate lights and sound at performances only. The base rate sound includes up to two live microphones, access to CD player or Auxiliary Input (headphone jack) and one on-stage monitor mix. The base lighting includes full stage wash (basic blue, red, and no color).

In the event the booking party chooses to provide their own lighting and sound personnel, the booking party will only be permitted to use the equipment under the direct supervision of the Technical Director. The PACI Technical Director will have final say on all technical matters including but not limited to: volume of show, outside technical personnel, specific use of the theater's technical equipment, as well as use of any outside technical equipment rented or provided by the booking agent and/or act.

The Hall rental rates include access to the projector, screen, microphone and sound system. All event rentals will conclude at 12:00 AM (midnight) on the day of the event on the weekends, and 11:00 PM on weeknights unless a specific start and end time is established in the *Event Order Estimate*.

Concurrent Use

PACI reserves the right to rent other parts of the theatre at the same time as the rental to the booking party. The use of the lobby, vestibules, hallways, dressing rooms, green rooms and other public rooms and facilities made available to the booking party at the discretion of PACI may be concurrent with the use of such others as the PACI staff may determine, provided that such renting to others shall not unreasonably interfere with the use of said premises. The booking party understands and acknowledges that he/she has no rights whatsoever to enter or use the areas other than those designated in the Event Order Estimate or otherwise specified in writing by PACI.

Decorating & Set Up/Clean Up

- The booking party may bring in its own table decorations or ask to rent decorative items from PACI, such as table linens, table runners or overlays, props, and centerpiece items.
- Booking parties who choose to bring in their own decorations have the responsibility to break down and clean up those items.
- Absolutely NO use of nails, tacks, staples, or any other materials that will leave a permanent mark may be used to decorate. Adhesive tape and other non-permanent items may be used only with permission from PACI staff.
- PACI does not provide hardware, lumber, gel, tape, office supplies or other expendables.
- No rice, confetti, helium balloons, glitter, or sparkler use is allowed on the premises.
- The use of LED candles are permitted on the premises.
- Tables and chairs must be picked up to move them. Do not drag them across the floor.
- All deliveries must be scheduled with the PACI Technical Director. Upon load-out of an event, all related equipment and material must be removed. Anything left in the building subsequent to an event will be subject to disposal and additional charges may be incurred.
- Booking parties are required to provide child care and/or supervision of participants and attendees during rehearsals and performances. Children may not be left unattended.
- PACI charges a minimum of \$100 cleaning fee with all bookings.

Initials_____

Damage Deposit

- PACI charges a \$500 refundable Damage Deposit for all residency or multi-day rentals. If there have been no damages or incidentals on the property, the \$500 will be returned to the booking party. A Damage Walk Thru Checklist is required at move in and move out to ensure no damages have occurred to the property or any other equipment provided beyond normal wear and tear. The booking party is responsible for all damages that occur during its rental timeframe.
- Any damage to the property and disregard of the above rules will result in the forfeiture of the \$500 damage deposit.
- If the damages exceed \$500, then the booking agent is liable for the excess.

Concessions and Concession Rights

- PACI retains exclusive rights to operate all concessions within the theatre.
- PACI retains exclusive rights concerning the sale of programs, novelties, souvenirs, merchandise, and advertising materials sold within the theatre.
- Arrangements for the sale and location of merchandise with a negotiated commission rate must be made with the PACI Staff, in advance of the event.
- Resident companies shall be allowed to sell organization-related, non-event specific novelties, souvenirs, merchandise, and advertising materials at the Alhambra Theatre without commission, provided the items are not being sold on behalf of a particular individual, artist, or artist's representative.

Alcohol & Liability

Alhambra Auditorium booking parties must have proof of \$1,000,000 liability insurance and \$100,000 property damage insurance. If the booking party already has this insurance, a letter from the insurance agency will suffice. If the booking party does not have insurance, it may secure a policy from its insurance agent and forward a Certificate of Insurance.

PACI has a liquor license to sell and serve alcohol on the premises issued by the Kentucky Department of Alcoholic Beverage Control. By law, no outside alcohol is allowed on the property, and any event wishing to provide bar service must use PACI's services. PACI can provide Host Bar or Cash Bar options.

- Alcohol will not be provided for an event being held for or hosted by a person under the legal drinking age.
- All alcohol must remain inside the facility and the booking party agrees to stop bar service by 11:00 PM or one (1) hour before the end time of the event, whichever is earlier.
- The bartender service fee is \$50 per hour per bartender with a three-hour minimum.
- If outside alcohol is found on the property, PACI reserves the right to ask the offender to dispose of the alcohol or leave the premise. If this rule is continuously disregarded, the \$500 damage deposit will be automatically forfeited, and PACI can end the event if necessary.
- The liability related to the service of alcoholic beverages is not the liability of PACI or its agents.

Catering Services

- No cooking is allowed in the venue.
- If an event requires catering (either for the public or for private groups, all booking agents must utilize a PACI approved caterer. A list of approved caterers can be provided by contacting the PACI Staff.
- It is the caterer/food provider/ booking party's responsibility to set up and serve their own food. They must also ensure all food and food-related items are cleaned up and disposed of properly
- Booking parties are to bring their own containers for any leftover food they wish to take with them. PACI will not have these items to provide.

Ticketing

The PACI team can assist in setting up ticket sales for ticketed events. During the time that the Alhambra Theatre Box Office is open and fully operational, the Lobby will be open to members of the general public. Conversely, the Box Office will remain open and operational although the PACI Staff may close the Lobby to the public at its discretion.

- There is a \$2.00 handling fee for ticket face values \$20.00 and below, and a \$3.50 handling fee on a per-ticket basis for ticket face values \$20.00 and above to cover the costs of processing fees. Additionally there is a one-time \$50 administration fee.
- The Box Office accepts cash, personal checks, MasterCard, Visa, Discover, American Express and, Alhambra Theatre issued gift cards.
- Money orders and travelers cheques will also be accepted, although these occurrences are expected to be rare.
- Ticket orders may be made by coming to the Box Office at the Alhambra Theatre facility, via telephone, or via the website - <https://pennyroyalarts.org>. Tickets purchased online may be printed at home.
- Orders for PACI gift cards may not be made online or via telephone.

The Box Office hours are:

Mon - Friday: 8:30 a.m. - 3:00 p.m.

Saturday: Closed, except on event days, in which case the ticket office will open one (1) hour prior to the performance

Sunday Closed, except on event days, in which case the ticket office will open one (1) hour prior to the performance

Smoking Policy & Fire Policies

- The Alhambra Theatre is a smoke-free facility. Ashtrays and trash receptacles indicate the smoking areas outside of the facility for guest's convenience.
- Failure to dispose of cigarette butts and other smoking-related trash may also result in the forfeiture of the Damage Deposit.

Security

- PACI does not require groups to have security.
- The booking party may choose to hire its own security if deemed necessary. However, if the event chooses not to provide security, PACI staff reserves the right to remove any individual or group that is exhibiting threatening, disrespectful, or unlawful behavior from the property and can call emergency responders, including the police department or emergency medical services, if deemed necessary.
- The event staff will use their best judgment based on each situation.
- Firearms are prohibited at the Alhambra Theatre.

Emergencies

- Alert a PACI staff member and call the appropriate emergency responders, if needed, immediately in the event of an emergency, which includes but is not limited to fire, bodily injury, a physical altercation, or other medical emergency.
- PACI will then fill out an *Accident Report form*.

Parking

- Parking is allowed in the designated parking areas behind the Alhambra Theatre, as well as in the 6th Street lot, and designated parallel parking areas on Main Street.
- Exits and driving lanes must not be blocked.

- Vendors and performers may use the service loading dock to load and unload their equipment in the designated area behind the building. Any vehicles larger than a cargo van or box truck will need to discuss unloading and loading options with PACI staff.

PACI will not be held liable for any loss or damage to personal property or for personal injury. By signing this agreement, the booking party acknowledges that it is solely responsible for itself, all event guests, and any outside vendors hired by the booking party. All policies, regulations, services, and fees are subject to change at any time.

By signing this document, I understand and agree to the policies stated in this contract.

This Rental Agreement is made on _____ by and between Pennyroyal Arts Council, Inc and the booking party by its authorized agent:

Name: _____

Secondary: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Driver's License #: _____

Driver's License #: _____

I give PACI permission to use our event pictures for advertising and on social media.

YES NO

Please refer to the Event Order Estimate for a full breakdown of fees and the total balance due.

Event Date: _____

Total Rental Fee: _____

Event Space: _____

Deposit Amount: _____

Booking Party Signature

Date

PACI Representative Signature

Date