

RENTAL AGREEMENT
for FAIR THEATRE FACILITY USE

The **Town of Somerville Tennessee** agrees to allow _____ (RENTER) _____
to use the City owned **FAIR Theater** for personal use on the dates of _____
for the time period of _____. Throughout this agreement, the name above will be
referred to as the RENTER. The City will charge:

\$ 500.00 Rental Fee, plus \$ 250.00 Refundable Deposit - for 7 consecutive days
\$ 50.00 per day for each additional day over the initial 7 consecutive days
\$ 300.00 Rental Fee, plus \$ 250.00 Refundable Deposit - for 1 night events
\$ 100.00 Rental Fee, plus \$ 250.00 Refundable Deposit - for Charitable Fund-Raisers
Rental Fee and Refundable Deposit will be paid to: **Town of Somerville**

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\$ 100.00 Fee for Theatre Technician to run Lights (optional) - paid to technician
\$ 100.00 Fee for Theatre Technician to run Sound (optional) - paid to technician

City trained light and sound technicians are required to run lights and sound; **OR** approve other qualified people who are knowledgeable of audio and light equipment Technicians shall be contacted by the RENTER to schedule rehearsals, performances, etc. The number of rehearsals, and performances a technician is willing to work, is up to him/her; and shall be specified in advance. Fees will be paid directly to the technicians.

City trained technicians are:

Mr. Keith Flaniken	PH: 901-484-1575
Mr. Aubrey Davidson	PH: 901-277-2529
Mr. Justin German	PH: 901-734-8416
Mr. Harvey Sandusky	PH: 901-679-6059
Ms. Vicki Sanders	PH: 901-465-1317
Mr. Adrian Morris	PH: 901-238-5424 (will run projector for movies - only)

Deposit is due at the time of booking, Rental Fee is due a minimum of ten (ten) days prior to event. If The Fair Theater is left in clean condition, no structural damages incurred, and keys are returned, the deposit will be refunded within ten (10) days following final inspection by a City representative.

The RENTER agrees to honor and enforce these facility rules:

I. There will be absolutely no alcoholic beverages consumed or brought on site of this public property. The FAIR Theatre is a **Smoke-Free, Alcohol-Free, Drug-Free** facility.

2. RENTER will **not allow excessive horseplay** or inappropriate use of the equipment, facility, or structure.
3. RENTER will ensure the **facility is cleaned** to the original condition between performances and after each performance, leaving theatre clean at the end of rental period.
4. RENTER is required to carry **General Liability Insurance** in the amount of one million dollars(\$ 1m) per occurant, naming the Town of Somerville / FAIR Theatre Additional Insured, *which could range from \$250 -to- \$500.*
5. RENTER shall provide Town with a **copy of receipt showing payment of all royalties, licensing, and fees** paid for the playwrights / copyrights of all productions.
6. RENTER shall be **responsible for all advertising, tickets, programs/playbills, flyers, concessions, and workers** to cover event.
7. RENTER shall provide **all cleaning supplies and equipment**. Town will provide toilet paper, paper hand towels, hand soap, and garbage bags.
8. RENTER shall insure the **facility is secured (locked)** following the event - (5) exit doors.
9. All **Trash will be removed** from the premises by the RENTER.
10. Stage props, costumes, flats, and **properties can be used by the RENTER**, but can not be distorted; i.e. flats can not be cut up - but **CAN be painted**, costumes can not be altered, etc. If in question, please call **Bridget German, Properties Manager at 901-490-3099**, before theatre property is altered in any shape, form or fashion.
11. **Theatre marquee** can be utilized by RENTER, advertising the event one week prior to date of event. Lettering will be installed by town staff.
12. Due to the Historical nature and value of the theatre, extreme caution shall be used regarding alterations of permanent fixtures (example: No tape or nails shall be used, stage lights and sound system shall be run by trained theatre staff for a minimal fee.)

It is recognized that the City is not responsible for the planning, development, or supervision of this event and subsequently, the City shall be held harmless for and from any claims of every nature whatsoever for personal injury or property damage that stems from the RENTER'S activities.

The FAIR Theatre is subject to **inspections by the Fire and Safety Director** for the Town of Somerville at any time, during any event. Any and all violations must be corrected immediately. The theatre shall be shut down, if not in compliance of all safety and fire regulations and if violations are not corrected on the scene.

All events held at the FAIR Theatre shall be **family-oriented and family-friendly** events.

The RENTER agrees to report any incident or injuries received during the event to:

Judy Sides, City Administrative Assistant at (work) 901-465-7301, (home) 901-877-7300, or (cell) 901-827-6261 within 24 hours of the event. The RENTER will provide a report that lists the name, address, phone number and details on the extent of the incident, how it occurred, and who was involved.

By signing below, I do hereby agree to the rules and regulations stated in this rental agreement.

Authorized Signature	(RENTER)	(City Representative)
	13085 North Main Street,	P.O. Box 909
	(Address)	(Address)
	Somerville, Tennessee 38068	
	(City, State, Zip)	(City, State, Zip)
Daytime:	Daytime: 901-465-7301	
	(Phone number)	(Phone Number)
Night-time:	Evening: 901-877-7300	
Cell:	Cell: 901-827-6261	
E-mail:	E-mail: somervilleplann@bellsouth.net	

Effective January 1, 2011