



THE CITY OF ALMA GEORGIA
EST. 1906

GEORGIA'S BLUEBERRY CAPITAL

Application for Use of Theatre
Bacon Theatre
City of Alma

Please Note: The Bacon Theatre and its contents are government owned property. Any theft, vandalism, or damage to it or its contents will be subject to punishment under GA Code 16-7-24 (Criminal Interference with Government Property)

Date of Application _____ Date of Event/Function _____

Name of Organization _____

Event Director/Contact Person _____

Mailing Address _____

Work Phone Number _____ Cell Phone Number _____

Choose one of the following:

Charging Admission or Soliciting Offering _____

Not Charging Admission or Soliciting Offering _____

Type of Event/Purpose _____

Beginning Time _____ Ending Time _____

Expected Number in Attendance _____ Load in Time _____

Will theatre sound system be used? Yes ____ No ____

Number of practice/decoration days: _____

The following stage lighting will be used:
(Choose one)

Category I---Full Production Yes _____ No _____

 May include lighting fees for lighting gels.

Category II---General Stage Only Yes _____ No _____
Will piano be used? Yes _____ No _____

Will dressing rooms be used? Yes _____ No _____

Signature _____

Date _____

Approved _____

 Nick Overstreet, City Manager

Date _____

Booking Deposit \$ _____ Security Deposit \$ _____ Date Paid _____

Balance Due \$ _____ Date Due _____ Date Paid _____

Lighting Fees \$ _____ Date Paid _____

Column Fees \$ _____ Date Paid _____

FEES FOR BACON THEATRE BOOKINGS

Groups charging admission (Or solicits offering)	\$300.00 per event performance date
Groups not charging admission	\$150.00 per event performance date
Practice Days/Decorating Days	\$50.00 per day (0-4 hours)
Security/Damage Deposit (Returnable within 5 working days after last usage-if damage occurs, this fee will be forfeited and additional charges may be levied.)	\$100.00 per contract
Vendor Fee (Sale of CD's, Tapes, T-Shirts, etc.)	per Event/ Per Vendor: \$50.00
Lighting Gels provided by the theatre will be charged per 20x24 sheet used.	\$7.00 per sheet
Technician Fee (No one is allowed access to lighting or sound equipment without a technician on duty.)	\$25.00 Setup Fee & \$15.00 per hour

NOTE: One-half of rental (booking fee) plus all of the security deposit is required **at** time of booking and remainder is due 10 days prior to the booking date. Failure **to** do so will cause forfeiture of the booking fee and loss of booking date.
Rental fee, security fee, and tech fees should all be paid separately.

Lessee

Date

Lessor

Date

**LEASE AGREEMENT
FOR USE OF BACON THEATRE**

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Alma, Georgia, hereinafter called "Lessor" and _____ hereinafter referred to as "Lessee",

WITNESSETH: That Lessee for and in consideration of a use fee in the amount of \$ _____, with 50% of said fee \$ _____ plus a security deposit in the amount of \$ _____ of which is hereby paid to Lessor as of the execution of this lease, the Lessor agrees that Lessee shall have the use of the Bacon Theatre at the date and time only and for the purpose only as hereinafter stated and upon the following conditions which Lessee agrees to preserve, keep and perform:

1. Lessor is renting the Bacon Theatre facility (hereinafter referred to as "Leased Premises" to Lessee for the following purpose only, that being _____

2. Lessor does hereby authorize Lessee the use of the Bacon Theatre facility from _____ to _____, which shall be called the "Booking Date". The number of event days are _____. Lessee shall have use of the Bacon Theatre facility on said dates during the following hours: From _____ Until _____. **A trained technician must be on duty the entire time that Lessee is using the Bacon Theatre, at the rate quoted by Lessor.**

3. The balance of the use fee shall be due and payable no later than 10 days prior to the booking date. Failure to do so will cause forfeiture of all fees paid and loss of the booking date.

4. In the event that the booking is canceled by the Lessee more than 20 days prior to the booking date, Lessor will refund all deposits to Lessee. If the booking is canceled within 20 days prior to the booking date, the booking deposit will be forfeited to the Lessor and the security deposit refunded to the Lessee. For the purpose of this paragraph and paragraph 3, the booking date shall be considered the first day of the booking date.

5. The Lessee acknowledges that it has determined that the leased facility is suitable for Lessee's needs and purposes. The Lessee further acknowledges that Lessor is without any information concerning the Lessee's purposes and needs in this respect and Lessor is not able to make any determination or representations respecting the suitability of the leased premises for the Lessee's purposes and needs. The Lessee releases the Lessor from the covenants and agrees that the Lessor shall not be liable for, and further to hold Lessor harmless against, any loss or damage to property or injury to or death of any person that may be occasioned on account of the use or misuse of the premises by Lessee, its agents and employees.

6. Lessor agrees to furnish general lighting from the permanent fixtures, outlets and equipment in the building, heat or air conditioning, water for normal usage as now installed in the building and normal janitorial service; however, failure to furnish any of the foregoing resulting from circumstances beyond the control of the Lessor shall not be considered a breach of this agreement and Lessee shall have the responsibility for furnishing any additional equipment and for removal of the same at the termination of Lessee's booking date. The Lessor will not be liable for the cancellation of any event due to acts of God, riots, strikes, labor difficulties or any other acts or occurrences including damage sustained from a previous event which is beyond the reasonable control of the Lessor.

7. Lessee has inspected the leased premises prior to entering into possession thereof and prior to executing this contract and accepts the same in its present condition as safe, sound and suitable for its use.

8. **Lessee is herewith paying a damage deposit in the amount of \$100.00.** The damage deposit will be refunded to Lessee provided that Lessee has complied with all terms of this agreement; otherwise, the same will be retained by Lessor and any charges for repair of any damages, cleanup of the premises, or payment of tech fees will be billed to the Lessee.

9. Lessee shall at the completion of its booking date return the premises and all furniture, props, equipment and fixtures used in connection therewith to Lessee in as good a condition as it is at the execution of this lease, normal wear and tear expected. Lessee assumes responsibility for damage to or loss by theft or otherwise, of the Bacon Theatre premises and all furniture, props, equipment (sound, lighting, staging, etc.) and fixtures.

10. Lessee shall not have the right to assign this lease or any rights hereunto or to sublet said premises without the prior written consent of the Lessor.

11. Lessee shall not have the right to sell anything inside or outside the leased premises without the written consent of the Lessor. Food and/or drink shall be allowed in the Bacon Theatre. Violation of this will result in forfeiture of damage deposit, and possible additional cleaning fees will be assessed. A maximum of two (2) tables are allowed in the foyer of the Bacon Theatre. **Anyone selling items from the Bacon Theatre (inside or outside) will be required to pay a \$25.00 vendor fee, plus 10% above \$200.00.**

12. Lessee assumes all costs and liabilities arising from use of copyrighted materials, equipment, devices, processes, dramatic rights and music rights resulting from the event held by Lessee and further agrees to hold the Lessor harmless from any responsibility for said use.

13. Lessor shall not discriminate in its use of the facilities based upon race, sex, color, creed, or national origin. Lessee agrees that its performers, agents and employees shall not conduct themselves so as to excite or entice patrons to participate in the event or leave their seats to create hazardous situations.

14. All activities shall cease one-half hour before expiration time of the contract and the premises must be vacant when contract expires, or an additional rental fee shall apply. Lessee

will remain until everything is returned to its original condition. Lessee will receive one clean-up per paid event. **Return of the security/damage deposit will be made within 5 business days of the booking dates after a close examination of the facility by the Lessor if there is no damage to the Bacon Theatre or its contents.**

15. The premises will not be rented to any activity that will bring discredit to Lessor and Lessor reserves the right to cancel any activity that will bring discredit to Lessor. **Lessee will have a representative present at all times while the event is taking place and until the premises are returned to its original condition.**

16. **Lessee hereby agrees to abide by all local, state, and federal laws for the premises.**

17. **Lessee agrees that no posters, signs, or other decorations will be permitted on walls, windows, or doors. Designated display areas are located only in the entrance foyer and window cabinets, and on bulletin boards backstage. All live plants must be delivered through the stage entrances. Failure to follow these directions will result in forfeiture of the damage/security deposit.**

18. No equipment shall be loaned or removed from the premises. Electrical and wiring systems shall not be altered in any way.

19. All performances shall end at 11:00PM with clean-up and building vacated by 12:00 a.m. midnight.

20. All exit doors must remain unlocked at all times the building is in use and no open lit cigarettes, cigars, flames, etc, shall be permitted in or on the premises at any time.

21. Only materials approved by the City Manager's Office will be used as decorations and/or scenery.

22. No standing, loitering or obstruction of any kind will be permitted in the exit doors.

23. On duty police officers and firemen of the City of Alma may enter and exit the building at any time.

24. Weapons and/or materials of any kind that may harm or endanger lives, property, etc., are strictly prohibited. Some of these materials include, but are not limited to firearms, knives, razors, dynamite, and/or fireworks.

25. No alcoholic beverages of any kind are allowed on the premises.

26. The interior of the Bacon Theatre must be swept, mopped, and vacuumed at the conclusion of the last performance. All trash on the premises must be picked up. Failure to follow these directions will result in forfeiture of the damage/security deposit.

27. Lessee further agrees to pay the following personnel expenses where indicated below at the rate shown to be paid promptly upon completing the event:

RATE STRUCTURE

Sound & Lighting Technician \$25.00 setup fee and \$15.00 per hour

Lighting Gels provided by the theatre are billed per 20x24 sheet used.....\$7.00 per sheet

In an effort to be fiscally responsible to the taxpayer and to provide for the needs of the lessee, the following policies are in effect.

1. We normally turn on heating one (1) hour before scheduled occupation of the facility. We normally turn on air conditioning one (1) hour prior to the scheduled occupation. The schedule is set upon signing of the contract. We have found this time sufficient to alter the indoor temperature providing the outdoor ambient temperature is not extremely hot or cold.

Agreed upon this date, _____, 20____, by the parties to the lease agreement herewith.

Lessor (City Manager)

Lessee (Event Representative/Agent)

HOLD HARMLESS AGREEMENT

The _____, (hereafter called the Lessee) agrees to indemnify and save the Bacon Theatre and any of its owners, agencies, officials, and employees, harmless on account of any and all claims for damages to persons or property, which arise from any activity related to the special event held by the Lessee on (date) _____ at the Bacon Theatre.

The Bacon Theatre shall not be responsible for any indebtedness incurred by the Lessee in the execution of this special event.

Lessee (or Agent)

Date

Nick Overstreet, City Manager
Bacon Theatre

Date