



Application for Use of Theatre
PAL Theatre (Banquet/Concession Area)
City of Vidalia

Please Note: The PAL 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)

Facility Use:

1 st Floor Concession Area	200 maximum people	_____
2 nd Floor Banquet Hall	300 maximum people	_____
3 rd Floor Mezzanine Level	49 maximum people	_____
Catering Kitchen	Located on 2 nd floor	_____

Purpose of Use:

Meeting _____
 Meeting/Meal _____
 Large Event (Wedding Reception, Party, etc) _____

Date of Application _____ Date of Event/Function _____

Name of Organization _____

Event Director/Contact Person _____

Mailing Address _____

Email Address _____

Work Phone Number _____ Cell Phone Number _____

Beginning Time _____ Ending Time _____

Expected Number in Attendance _____ Load in Time _____

Will you need a setup day? Yes _____ No _____

Date of set up _____ Time of set up From _____ To _____

Will alcohol be served? Yes _____ No _____

Will sound system be used on 2nd & 3rd floors? Yes _____ No _____

Enter type of event →		\$	\$
Decorating Day		\$200.00	\$
Alcohol Fee		\$150.00	\$
Sound System Fee		\$50.00	\$
Deposit (½ of above fees)	Enter total of services selected		<i>Enter ½ of total here</i>
Security/Damage Deposit		\$200.00	\$200.00
Total due at booking	½ of services selected + Security Deposit		\$
Remainder due 10 days prior to event date Balance Due		<i>Enter date due here</i>	\$

Date Balance Paid _____

Signature of Event Director/Contact Person

Date

Signature of PAL Theatre Manager

Date

Approved Alexa Britton, CVB Director

Date

(for internal purposes, copy check on back of this page)

FEES FOR PAL THEATRE BANQUET HALL BOOKINGS

Meeting without Meal (Includes Cleaning Fee)	Length of Time	Fee
1 st Floor Concession Area (includes 48 seats)	4 Hours	\$200.00
2 nd & 3 rd Floor Banquet Hall (includes 60 seats)	4 Hours	\$250.00
2 nd & 3 rd Floor Banquet Hall (includes 120 seats, 4 rectangle 8' tables)	4 Hours	\$325.00

Meeting <u>with</u> Meal (Includes Catering Kitchen & Cleaning Fee)	Length of Time	Fee
1 st Floor Concession Area (includes 48 seats)	4 Hours	\$250.00
2 nd & 3 rd Floor Banquet Hall (includes up to 10 tables 60" rd, 60 seats)	4 Hours	\$300.00
2 nd & 3 rd Floor Banquet Hall (includes up to 16 tables 60" rd, 128 seats, 4 rectangle tables)	4 Hours	\$375.00

Large Event (Includes Catering Kitchen & Cleaning Fee)	Length of Time	Fee
2 nd & 3 rd Floor Banquet Hall includes up to 128 seats, 16 tables 60" rd., 4 tables 8' rectangle	All day of event	\$1,200.00
Decorating Day for 2 nd & 3 rd Floor Banquet Hall if available	Day prior to event	\$200.00

Alcohol Fee - includes use of portable bar cart (does not include supplies)	\$150.00
Sound System	\$50.00

Security/Damage Deposit per contract **\$200.00**
 (Returnable within 5 working days after last usage. If damage occurs, this fee will be forfeited and additional charges may be levied.)

NOTE: One-half of event fee total 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.

 Lessee

 Date

 Lessor

 Date

**LEASE AGREEMENT
FOR USE OF PAL THEATRE**

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Vidalia, 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 (mandatory) 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 PAL 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:

Lessor is renting the PAL Theatre facility (hereinafter referred to as “Leased Premises” to Lessee for the following purpose only, that being _____

1. Lessor does hereby authorize Lessee the use of the PAL Theatre facility from _____ to _____, which shall be called the “Booking Date”. The number of event days are _____. Lessee shall have use of the PAL Theatre facility on said dates during the following hours: From _____ Until _____.

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 necessities, outlets and equipment in the building, heat or air conditioning, water for normal usage as now installed in the building; 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 (Any payment made of behalf of the Lessee will be returned).

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 \$200.00.** 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, 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, equipment and fixtures used in connection therewith to Lessee in as good a condition as it is at the execution of this lease, with the exception of normal wear and tear. Lessee assumes responsibility for damage to or loss by theft or otherwise, of the PAL Theatre premises and all furniture, equipment, 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 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.

12. Lessor shall not discriminate in its use of the facilities based upon race, sex, color, creed, familial status, 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.

13. 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. **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 PAL Theatre or its contents.**

14. 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.**

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

16. Lessee agrees that no posters, signs, or other decorations will be permitted on walls, windows, or doors. Failure to follow these directions will result in forfeiture of the damage/security deposit.

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

18. All activities shall end at 11:00PM with general clean-up and building vacated by 12:00 a.m. midnight. All trash and food must be removed from the building upon vacating the building after the event.

19. 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.

20. Only materials approved by the CVB Director's Office will be used as decorations and/or scenery.

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

22. On duty police officers and firefighters of the City of Vidalia may enter and exit the building at any time.

23. 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.

24. Food, Drinks, and/or Alcohol can **only** be set up and served in the 1st floor Concession area and in approved areas on the 2nd and 3rd floor of the facility. Lessor shall not be responsible for Food, Drink, and/or Alcohol service or cleanup.

25. Lessee agrees not to enter in the DVA Main Street Welcome Center Office at any time while renting the facility.

26. Lessee agrees not to utilize the in-house sound system as a way to provide sound for a live band or DJ.

27. Capacity of each floor of the banquet side of the PAL Theatre cannot be exceeded under any circumstances. Capacity of each area is shown on Pg. 1 of this document and is posted in the building.

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.

Michael Harden, PAL Theatre Manager

Lessee (Event Representative/Agent)

Alexa Britton, Vidalia CVB Director

HOLD HARMLESS AGREEMENT

The _____, (hereafter called the Lessee) agrees to indemnify and save the PAL 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 PAL Theatre.

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

Lessee (or Agent)

Date

Michael Harden, PAL Theatre Manager

Date

Alexa Britton, VCVB Director

Date