



www.grandtheatrefrankfort.org

Theater Rental Contract

Grand Theatre

308 St. Clair Street

Frankfort, KY 40601

Voice: (502) 352-7469

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ALL YELLOW HIGHLIGHTED SECTIONS MUST BE COMPLETED!



Grand Theatre

RENTAL INFORMATION PACKET COVER SHEET

308 St. Clair Street

Frankfort, KY 40601

Voice: (502) 226-4157 Fax: (502) 226-4158

Email: info@grandtheatreFrankfort.org

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.



GRAND THEATRE RENTAL AGREEMENT

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
Voice: (502) 226-4157
Fax: (502) 226-4158
Email: info@grandtheatreFrankfort.org; 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 outline 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 IX – CANCELLATIONS shall apply.
- 2) LESSEE and LESSEE's staff, volunteers, and patrons shall not attempt to circumvent any security measures required by the GRAND. This includes removing chains, padlocks, cables, or other security devices, entering or attempting to enter locked or otherwise blocked off or restricted areas, or disabling or attempting to disable any security devices such as smoke alarms, security equipment, motion detectors or other such devices. Any

attempt at circumventing any GRAND security measure will result in a fine of Fifty Dollars (\$50.00) being levied per incident OR a fine equal to the cost of repairing and restoring any device or service damaged, whichever is higher.

- 3) Under no circumstance will LESSEE or LESSEE's staff, volunteers, or patrons prop open or allow to be propped open any exterior door to the GRAND. Doors found propped open in any manner will result in levied fines or the cost of repairs, whichever is higher (SECTION XXI – ACCESS – Item 5).

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@grandtheatrefrankfort.org 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

Name

Telephone Number

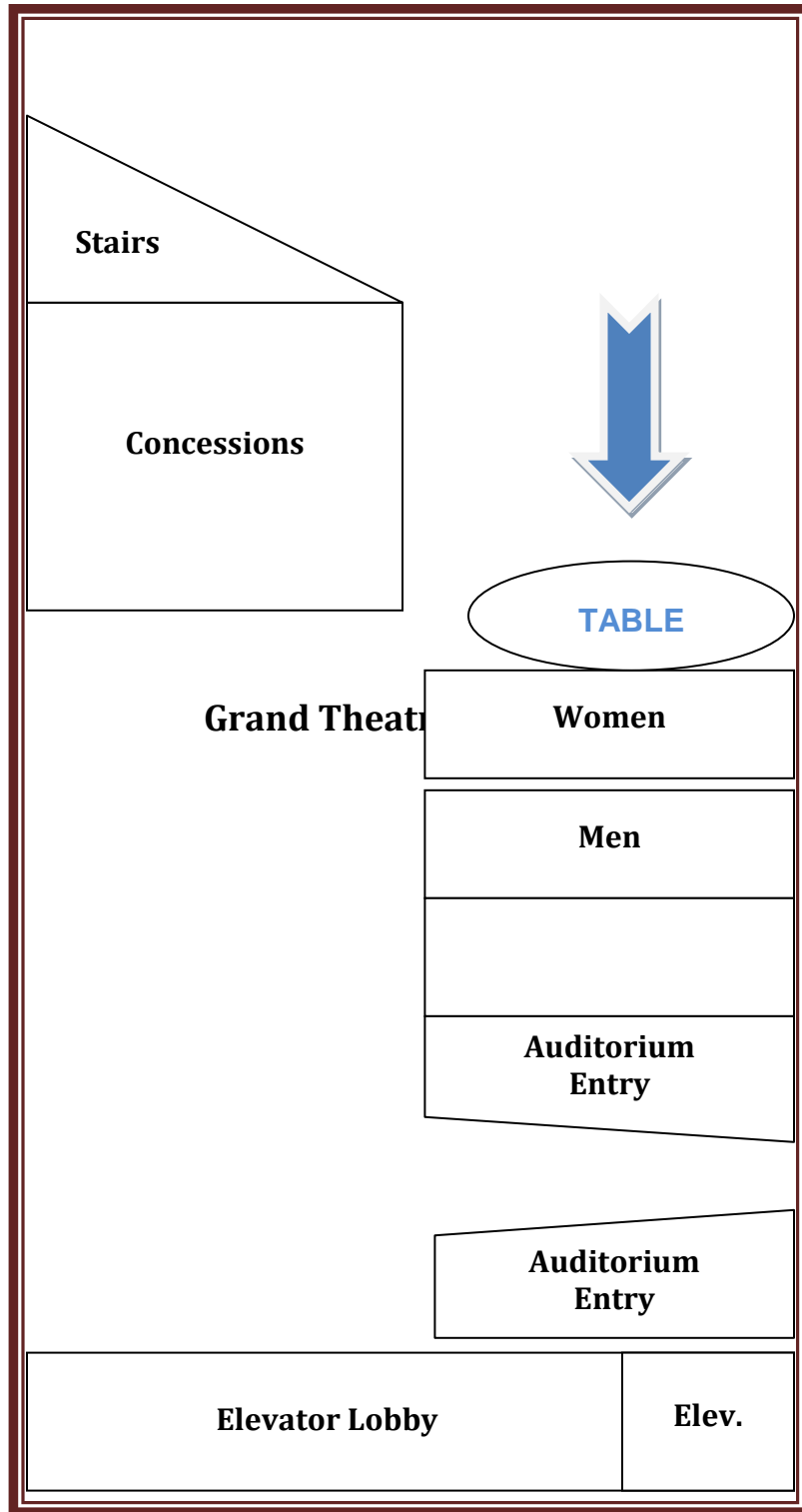
Name

Telephone Number

Attach Additional Page if Additional Names with Telephone Numbers Required.

ADDENDUM A – PERMISSIBLE TABLE PLACEMENT LOBBY AREA

Not drawn to scale.



ADDENDUM B – MARQUEE LAYOUT REQUEST

GRAND Marquee Layout:

Row 1

Row 2

Row 3

Row 4

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 ____

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.

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.



GRAND THEATRE
 308 St. Clair Street
 Frankfort, KY 40601
 Telephone: (502) 682-7469-Theatre
 Telephone: (502) 226-4157-management office
 Fax: (502) 226-4158
 Website: www.grandtheatrefrankfort.org
 Email: info@grandtheatrefrankfort.org

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 Business

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

Have you rented the Grand

before? Yes No

Is this Application part of a
 season? Yes No

Date Request Information

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

Expected Total Attendance at event(s): _____

Admission Charge(s): Main Floor: \$_____ Balcony \$_____

Brief Description of Event (please indicate if mature subject matter): _____

(It is important that the description be as complete as possible as this is what will appear on the ticketing website for the event. Attach as needed any specific information.)

Please check any additional services you will be requesting:

- Ticket Sales Box Office just prior to event time(s)

House Manager, Ticket Taker(s), and Usher(s) needs (check one):

- We will be providing our own OR _____ Name of House Manager: _____
 We request the Grand Theatre to _____ Your House Manager Phone: (____) _____
provide these services at the contracted cost.

SIGNATURE OF AUTHORIZING AGENT: _____ PRINTED NAME & TITLE: _____ DATE: _____

GRAND THEATRE STAFF USE ONLY:
Deposit Amount: \$_____ Date Received: _____ Deposit Waived? YES NO
For Grand Theatre: _____ Rental Approved Rental Denied
Confirmed Date: _____ Date Contract Sent: _____

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 telephone numbers as possible as many times an after hour 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 HIS 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.

<p><u>Lighting Needs:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Full Stage, no color wash <input type="checkbox"/> Three (3) color wash <input type="checkbox"/> Event-specific lighting [focus, custom colors, over Ten (10) cues] <input type="checkbox"/> Follow spots: Quantity _____ <input type="checkbox"/> 100 amp, 220 volt service <input type="checkbox"/> Special rigging <input type="checkbox"/> Other (please indicate below) <p><i>If you need to use the Grand Theatre's lighting systems, you will need to have a Grand Theatre representative run/supervise the lighting console and follow spot(s).</i></p>	<p><u>Audio Needs:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> 100 amp, 220 volt service <input type="checkbox"/> Corded hand-held microphones: Quantity _____ <input type="checkbox"/> Wireless hand-held microphones: Quantity _____ <input type="checkbox"/> Wireless lavalier microphones: Quantity _____ <input type="checkbox"/> Microphone stands: Regular – Quantity _____ Boom – Quantity _____ Shotgun – Quantity _____ <input type="checkbox"/> In-house mixing position <input type="checkbox"/> Playback needs <input type="checkbox"/> CD <input type="checkbox"/> Other (please indicate below) <p><i>If you need to use the Grand Theatre's audio systems, you will need to have a Grand Theatre representative run/supervise the audio console and system.</i></p>
<p><u>Audio/Visual Needs:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Digital projection: <ul style="list-style-type: none"> <input type="checkbox"/> Full stage <input type="checkbox"/> Partial stage <input type="checkbox"/> House screen (full stage) <input type="checkbox"/> Small screen (half stage) <input type="checkbox"/> From laptop <input type="checkbox"/> From DVD <ul style="list-style-type: none"> <input type="checkbox"/> Macintosh <input type="checkbox"/> Windows <input type="checkbox"/> Telex communication system <input type="checkbox"/> Other (please indicate below) <p><i>If you need to use the Grand Theatre's A/V systems, you will need to have a Grand Theatre representative run/supervise the projector.</i></p>	<p><u>Staging Needs:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Run crew/stagehands/loaders Quantity _____ <input type="checkbox"/> Podium <ul style="list-style-type: none"> <input type="checkbox"/> Microphone <input type="checkbox"/> Chairs: Quantity _____ <input type="checkbox"/> Tables (2 ft. x 6 ft.): Quantity _____ <input type="checkbox"/> Other (please indicate below)
<p>Please list any other items needed for your event in the space below, including any space and display needs in the lobby and other areas. Please be as complete and detailed as possible. Items omitted on this Application may not be available on your event date(s) or may incur additional charges.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	



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.

<p>Event Information: Name of Event: _____ <i>(As it will appear on the ticket)</i> Performance Date: _____ Curtain Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM Seating Type: <input type="checkbox"/> General Admission <input type="checkbox"/> Reserved Seating</p>	<p>Price Information: Expected total number of tickets: For Sale _____ Complimentary _____ Price for 1st Tier seats: \$ _____ Price for 2nd Tier seats: \$ _____ Price for 3rd Tier seats: \$ _____</p>
<p style="text-align: center;">Contact Information for Box Office & Ticketing Issues:</p> Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Day Telephone: (_____) _____ Evening Telephone: (_____) _____ Cell Phone: (_____) _____ Email: _____	<p>Discounted price for students: \$ _____ Students include: <input type="checkbox"/> K-12 <input type="checkbox"/> College <input type="checkbox"/> Other Age definition for children: _____ maximum Admission FREE under the age of: _____</p> <p>Discounted price for seniors: \$ _____ Age definition for seniors: _____ and up</p> <p>Group discount rate: _____ Quantity definition of Group: _____</p> <p>Begin ticket sales: Month: _____ Day: _____ Year: _____</p>
<p>Ticket Refund/Exchange Policy:</p> Allow: <input type="checkbox"/> Refunds <input type="checkbox"/> Exchanges Don't Allow: <input type="checkbox"/> Refunds <input type="checkbox"/> Exchanges	<p>Event Timing Information:</p> Total run time of event: _____ Hrs _____ Mins Number of acts: <input type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three Length of each act: One: _____ Hrs _____ Mins Two: _____ Hrs _____ Mins; Three: _____ Hrs _____ Mins Number of intermissions: <input type="checkbox"/> None <input type="checkbox"/> One <input type="checkbox"/> Two Length of intermission: One: _____ Mins Two: _____ Mins
<p>Late Seating/Admission Policy:</p> How do you wish late arrivals to your event to be handled? <input type="checkbox"/> Seat immediately <input type="checkbox"/> Seat at intermission <input type="checkbox"/> Deny admission <u>Time Definition of Late Seating:</u> How long after show begins until someone classified as being a late admission? _____ hours _____ minutes	
<p>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: _____ _____ _____</p>	
<p>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.</p>	
<p>GRAND THEATRE STAFF ONLY: Date Received: _____ Received By: _____ For Box Office: _____ <input type="checkbox"/> Request Approved <input type="checkbox"/> Request Denied</p>	



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).

<p><u>Event Information:</u> Name of Event: _____ <small>(As it will appear on the ticket)</small> Performance Date: _____ Curtain Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM Seating Type: <input type="checkbox"/> General Admission <input type="checkbox"/> Reserved Seating</p>	<p><u>Price Information:</u> Expected total number of tickets: For Sale _____ Complimentary _____ Price for Main floor seats: \$ _____ Price for Balcony seats: \$ _____ Discounted price for students: \$ _____ Students include: <input type="checkbox"/> K-12 <input type="checkbox"/> College <input type="checkbox"/> Other Age definition for children: _____ maximum Admission FREE under the age of: _____ Discounted price for seniors: \$ _____ Age definition for seniors: _____ and up Group discount rate: _____ Quantity definition of Group: _____</p>
<p style="text-align: center;"><u>Contact Information for Box Office & Ticketing Issues:</u></p> Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Day Telephone: (_____) _____ Evening Telephone: (_____) _____ Cell Phone: (_____) _____ Email: _____	<p><u>Brief Description of Event:</u> Total run time of event: _____ Hrs _____ Mins Number of acts: <input type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three Length of each act: One: _____ Hrs _____ Mins Two: _____ Hrs _____ Mins; Three: _____ Hrs _____ Mins Number of intermissions: <input type="checkbox"/> None <input type="checkbox"/> One <input type="checkbox"/> Two Length of intermission: One: _____ Mins Two: _____ Mins Describe the event: _____ _____ _____ _____ _____ _____</p>
<p><u>IMPORTANT NOTICE:</u> To have a date held as a rain date, you MUST pay a \$100.00 fee to be submitted <u>with this form</u>. 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 <u>above and beyond</u> 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.grandtheatrefrankfort.org and follow the "Rental" link.</p>	
<p><u>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.</u></p> Name: _____ Date: _____	
<p>GRAND THEATRE STAFF ONLY: Date Received: _____ Received By: _____ For Box Office: _____ <input type="checkbox"/> Request Approved <input type="checkbox"/> Request Denied</p>	