

MT. VERNON ARTS AND RECREATIONAL CENTER THEATRE CONTRACT

The MARC building belongs to the City of Mount Vernon. All aspects of any production or rental for whatever purpose must be approved by the city. Any date changes, such as changing or adding a date, must be approved by the city. Any additional rooms used must be approved by the City.

RESERVATION POLICY:

- Reservations are taken on a first come, first served basis. Reservations will be accepted up to one (1) year in advance. A completed Use Agreement will be required to secure an event date with all rooms marked that will be needed.
- A paying event will supersede rehearsals. If a paying event comes to the city, a theatre group will have to rehearse elsewhere. Also, unless approved in advance, sets may need to only come up the week before performance due to paying events.

RENTAL FEES:

- Rental fees are due two weeks after reservations to keep rental date. **If payment is not received two weeks after reservation**, the Center has the right to cancel the reservation. The Holiday's that the city observes will be cost double from regular rentals. The following is the current list of holidays. New Year's Day, Martin Luther King, Jr., President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

USE AGREEMENT:

The use agreement must be read in its entirety and signed by the individual or groups using the Center. The individual signing the agreement is the person responsible for the actions of the rental group, In the case of an organization, the person must be the president or duly appointed agent of the organization.

- Set Designs must not hinder safety codes and the ability to exit the theatre. Side steps leading to the stage shall not be covered by sets as these serve as additional exits for the public in case of an emergency. **Respect and follow any rules set forth by group using the theater, such as:** always keeping the building clean, **(this includes painting of sets on the sidewalk) no drinks are allowed in the theatre other than water, all trash, production items put up at the end of each day, after each performance tape must be removed from stage floor.** Also please paint over any paint that may have dripped onto the stage floor, alternate painting stage floor after every three or four performances in order to keep the stage looking at its best. **(Pigeon Black-paint color)**
Any violation of such rules may result in revocation of use of building in the future.

SOUND SYSTEM

- No one is to use the sound system unless approved by the City. At present only Mike Tebow is approved. We ask that you contact Mike to let him know what your plans are.

ALCOHOLIC BEVERAGES AND TOBACCO:

- Alcoholic beverages and tobacco products of any type are **prohibited** in or on the premises. **NO SMOKING or Vaping ON THE PREMISES.**

DECORATIONS:

- Decorations of any type may not be affixed to walls or ceiling in the community rooms.
- **Theatre props will not be allowed to be lowered down off the balcony.**
- **Absolutely no candles with open flames are permitted in any portion of the building.**

CAPACITY:

- The maximum capacity in theatre 1 is (250-275). The renter is responsible for ensuring these limits are not exceeded.

CLEAN UP LIST:

1. **All trash must be removed from the building. The dumpster is located behind the facility by the garage building.**
2. All spills must be cleaned up and the floor not left sticky.
3. Restrooms shall be orderly and left in the same condition as when event started.
4. All lights must be turned off.
5. Do not clean Paint Brushes in the restroom sinks.

Conduct:

- Disorderly conduct in the way of drunkenness, use of unlawful drugs or narcotics, engaging in brawling or fighting, acts of indecent exposure, use of vile, obscene, and offensive language or gestures or noisy conduct is prohibited in The MARC facility and its premises. The sponsoring organization/individual is responsible for the conduct of its teams, players, and spectators.

Access:

- MARC personnel and representatives of the City of Mount Vernon shall have access to facility at all times.

Damages:

- Renter is responsible for any loss or damage occurring during the Renter's occupancy of property for the duration of this agreement.

Release and Indemnification:

- I/We hereby release the City of Mount Vernon and its officers, agents or employees for any injuries that I, my child may sustain during the term of this Rental Agreement, **including injuries that are alleged to have resulted from negligence on the part of the City or its employees,**

officers, or agents. I/We further agree to indemnify and hold harmless the City from any and all claims arising during the term of this Rental Agreement.

The applicant is responsible for any damage to the building, furniture, or fixtures during your use of the community rooms, and auditorium.

REMEMBER, LEAVE THE FACILITY IN AS GOOD OR BETTER CONDITION THAN YOU FOUND IT.

President of Group

Date _____