



PLAZA THEATRE

115 E. Main Street

Glasgow, KY 42141

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Email: info@plaza.org

Theatre Rental Contract

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ALL HIGHLIGHTED SECTIONS MUST BE COMPLETED!

SECTION I – CONTACT INFORMATION

FOR AND IN CONSIDERATION of the use of the premises known as the Plaza Theatre and other good and valuable consideration described herein the sufficiency of which is acknowledged, the Lessee and the Plaza do agree as follows:

This rental agreement is between the Plaza Theatre – City of Glasgow, hereinafter known as the PLAZA, and:

Group / Organization: _____ DUNS No: _____

Authorized Representative: _____

Address (No PO Boxes accepted): _____

Phone (day): _____ (evening): _____ (cell): _____

Client MUST list at least two separate phone numbers, with one number NOT being a cell phone.

Email: _____

hereinafter known as the LESSEE concerning the rental of part or the entirety of the Plaza Theatre.

Patron Issues Contact (This is the person to whom we will refer patrons if issues or questions arise about the event that we are unable to answer. There MUST be a Patron Issues Contact supplied.)

Name: _____ Phone: _____ Email: _____

Please list below all individuals who will be authorized by the LESSEE to act on behalf of the LESSEE as an official representative during the term of the rental. Either the LESSEE or one of these representatives must be present at the facility any time any of the LESSEE's staff, volunteers, or patrons are in the facility or on and about the premises.

_____	_____
Name	Phone Number

_____	_____
Name	Phone Number

_____	_____
Name	Phone Number

_____	_____
Name	Phone Number

Contact Information for the Plaza Theatre:

115 East Main Street

Glasgow, KY 42141

Voice: (270) 361-2101

Fax: (270) 834-8147

Email: info@plaza.org

SECTION II - GENERAL GUIDELINES FOR USE OF THE PLAZA

1. The use of the Plaza Theatre shall be in keeping with the general and dignified character of the facility.
2. The PLAZA, in the form of an Authorized Plaza Representative, serves as the sole and final determinant as to policy interpretation and facility usage for the Plaza Theatre.
3. All exhibits, events or artistic performances in the Plaza Theatre are always subject to approval by an Authorized Plaza Representative.
4. The Plaza Theatre is a non-smoking facility. Smoking is not permitted anywhere on the Plaza property as per City of Glasgow Ordinance 2609, passed 12/11/2007.
5. No open flame is allowed in any space within the facility.
6. No alcohol is permitted anywhere on the Plaza property.
7. No weapons of any kind are allowed on the Plaza property. Stage weaponry must be approved by an Authorized Plaza Representative
8. No material, substance, equipment or object which is likely to endanger the life or cause bodily injury to any persons on the premises or which is likely to constitute a hazard to property shall be permitted on the premises without prior approval of an Authorized Plaza Representative.
9. No activities in violation of federal, state or local laws, ordinances, rules, regulations or the opinion of the Board of Health or Fire Marshall shall be permitted on the premises.
10. Animals of any kind are not permitted in the Plaza Theatre at any time without previous arrangements having been made with the PLAZA. Guide animals for persons with disabilities are exempt.
11. No part of the Plaza Theatre may be sublet, nor can the LESSEE assign this rental agreement or rental space to a third party.
12. The Plaza Theatre's Box Office, Administrative and Office Spaces are for the sole use of the PLAZA. No items or personnel of the LESSEE may be housed, stored, or placed in any of these spaces.
13. No items may be delivered or dropped off at the theatre for storage prior to LESSEE'S event load-in date and time. The PLAZA accepts no responsibility or liability for any items left unattended in the Lobby, or elsewhere in the Plaza Theatre or on its grounds.
14. The PLAZA 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.
15. The PLAZA requires that the LESSEE have an authorized representative on premises any time anyone connected with the event is in the facility.
16. All Theatre seating areas are for Patrons only, if additional dressing room space is needed the LESSEE will have to make arrangements to rent the Plaza Office Meeting Area or the Plaza Office Basement Area.
17. The LESSEE must obtain Liability Insurance prior to occupancy of the facility. (See Insurance Requirements)

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 (person injury, including bodily injury, \$1,000,000.00 per occurrence; and property damage, \$1,000,000.00 per occurrence), Theft and Fire insurance for all properties brought into the Plaza Theatre, including without implied limitation the property of third persons under the control of the PLAZA or LESSEE.
2. LESSEE shall provide, at its sole expense, a certificate of liability insurance coverage naming the PLAZA as additional insured upon signing the contract and in accordance with the following:
 - a. Public Liability Insurance covering LESSEE's liability for all operations performed by LESSEE or any subcontractors in the amount of:
 - i. Bodily Injury - \$100,00.00 per person, subject to \$300,000.00 aggregate for any one accident involving more than one person.
 - ii. Property Damage Liability - \$50,000.00 per accident.
 - b. Contractual Liability
 - i. Bodily Injury - \$100,000.00 per person, \$300,00.00 per accident, \$50,000.00 per accident.
3. The PLAZA shall not be liable for 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, and agrees to indemnify and hold harmless the PLAZA, its officers, agents and employees from and against any and all liability, damage, loss, cost and /or expense which may accrue to or be sustained by LESSEE, its officers, agents or employees or for any claim, suit or action made or brought against the LESSEE, its agents or employees, in connection with the activities provided by this Agreement.

SECTION IV – 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.
3. No exit door or exit way shall be blocked, locked or bolted when the facility is in use.
4. The LESSEE is responsible for any and all temporary cables and wiring being run for the event. These items must be enclosed in appropriate cable covers or otherwise secured in all pedestrian traffic areas both backstage and in the auditorium/lobby.

SECTION V – BILLING OF SERVICES

1. For billing purposes, a “performance” will be defined as any presentation of an event where there is an audience consisting of more than just the cast, technical crew, Plaza staff and any administrators / executives of the producing organization.
2. Dress rehearsals with an audience, free previews with an audience, rehearsals by invitation, etc. will be billed as performances.
3. Upon the LESSEE’s completion of the event and departure, the PLAZA will submit an invoice for services rendered detailing the PLAZA services provided, any damage incurred and/or additional hourly cost incurred to return the Plaza to its original condition to the LESSEE’s contractual representative.
4. All terms of payment are net 30 days. After 30 days, interest will accrue at the rate of 2% per day on unpaid balance, compounded daily, until the balance is paid in full.

SECTION VI – BOX OFFICE & TICKETING SERVICES

Box Office regular hours are 8:00 AM to 5:00 PM, Monday through Friday. The Box Office shall open one hour prior to the curtain time on the day of the event(s) and close 30 minutes after the curtain time of the event.

Event With Admission Charged And The Plaza Handling The Ticketing Services.

1. Policies and Requirements
 - a. A Box Office Request Form must be submitted. (See attached) After initial box office setup for a show or season, the PLAZA shall charge a \$25.00 fee for each change made to the original ticketing setup.
 - b. If the PLAZA is handling a full season of events for the LESSEE, the PLAZA shall handle the sale of all season tickets.
 - c. The PLAZA has a no refund and no exchange policy on all tickets that it sells. The PLAZA will not exchange or refund any ticket purchased except in the case of the cancellation of an event as outlined elsewhere in this document.
 - d. The PLAZA reserves the right to add a per ticket service fee that, at the LESSEE’s option, may either be included in the ticket price or added at the time of the sale. A \$1.00 per order Historic Preservation Fee will be added to every ticket sale. This fee is for the continuing preservation and restoration of the theatre.
 - e. All persons in attendance of an event must hold a ticket issued by the PLAZA Box Office. This includes paid admissions, complimentary tickets and donated tickets. LESSEE created passes, certificates or other forms of admission will not be accepted. The LESSEE shall provide a list of all complimentary and other non-reimbursed ticket giveaways to the PLAZA at least ten (10) business days in advance of the event.
 - f. The Box Office shall open one hour prior to the curtain time on the day of the event(s) and close 30 minutes after the curtain time of the event.
 - g. The PLAZA does not over-sell or sell standing room only tickets. The PLAZA determines the number of tickets available based on the requirements of each individual event.
 - h. The LESSEE must accept all forms of payment the Plaza Theatre normally accepts. This includes cash, checks, Visa, American Express, Mastercard and Discover. The LESSEE may not refuse to accept credit card payments and will be responsible for all fees associated with all credit card transactions.
2. Advertisement Requirements and Restrictions
 - a. The correct listing and spelling of the theatre’s name is “Plaza Theatre” with the first letter of each word capitalized. Please be aware that the correct spelling is “Theatre” not “Theater”. Variations of the name are not permitted. Use of the theatre name and logo must be approved by the PLAZA.

- b. With PLAZA approval, the LESSEE may use the logo, theatre name, phone number and website for publicity materials pertaining to the event. All publicity materials must be approved by the PLAZA prior to distribution.
- c. The LESSEE must include all ticketing and exchange fees in all order forms, subscription forms and any marketing materials that list ticket prices.
- d. The LESSEE may not include the Plaza Theatre phone number in any material that does not also include the ticket price and associate PLAZA fees.
- e. The Historic Preservation Fee must be listed in any advertising and marketing materials where ticket price information is given. The fee must be listed as "\$1.00 Historic Preservation Fee."
- 3. Ticket Reimbursement, Reports and Information Available to the LESSEE
 - a. Persons who may request ticketing data information must be listed on the Box Office Services Request form. The PLAZA shall not divulge, share or distribute any Box Office or ticketing information to any person or entity not listed on the form. Requests should be made in person or in writing.
 - b. The PLAZA shall issue a check to the LESSEE for all tickets sold for an event within 15 business days of the completion of the event.
 - c. The PLAZA shall supply to the LESSEE a printed copy of the Ticket Reimbursement Form.

Events With No Admission Charge

- 1. Policies and Requirements
 - a. The Box Office shall open one hour prior to the curtain time on the day of the event(s) and close 30 minutes after the curtain time of the event.
 - b. The LESSEE may negotiate with the PLAZA to provide/sell concessions.
- 2. Advertisement Requirements and Restrictions
 - a. The correct listing and spelling of the theatre's name is "Plaza Theatre" with the first letter of each word capitalized. Please be aware that the correct spelling is "Theatre" not "Theater". Variations of the name are not permitted.
 - b. The words "Plaza Theatre" may be used solely to identify location of the event and may not be used to denote, indicate or imply sponsorship of the event by the PLAZA. All publicity materials must be approved by the PLAZA prior to distribution.
 - c. The LESSEE may **NOT** use the logo, theatre name, phone number and website for publicity materials pertaining to the event.
- 3. Reports and Information Available to the LESSEE
 - a. No reports are available to the LESSEE.

Events With Admission Charged And Ticketing Not Handled By The Plaza

- 1. Policies and Requirements
 - a. The Box Office shall open one hour prior to the curtain time on the day of the event(s) and close 30 minutes after the curtain time of the event.
 - b. Rental is restricted to the Orchestra Level and only a maximum of 765 seats are available.
 - c. The LESSEE may negotiate with the PLAZA to provide/sell concessions.
- 2. Advertisement Requirements and Restrictions
 - a. The correct listing and spelling of the theatre's name is "Plaza Theatre" with the first letter of each word capitalized. Please be aware that the correct spelling is "Theatre" not "Theater". Variations of the name are not permitted.
 - b. The words "Plaza Theatre" may be used solely to identify location of the event and may not be used to denote, indicate or imply sponsorship of the event by the PLAZA. All publicity materials must be approved by the PLAZA prior to distribution.
 - c. The LESSEE may **NOT** use the logo, theatre name, phone number and website for publicity materials pertaining to the event.
- 3. Reports and Information Available to the LESSEE
 - a. No reports are available to the LESSEE.

SECTION VII – TICKET REIMBURSEMENT PROCEDURES

- 1. The PLAZA shall issue a check to the LESSEE for all tickets sold for an event within 15 business days of the completion of the event. The PLAZA does not make partial ticket reimbursements

2. The PLAZA shall supply the LESSEE one printed copy of the ticket report as well as additional accounting documentation along with the reimbursement check.
3. As per local law and ordinance, as a division of the CITY OF GLASGOW government, the Plaza Theatre cannot pay any bills, invoices, balances or other debts in cash.

SECTION VIII – TECHNICAL SERVICES

1. General Requirements and Restrictions
 - a. The services of the Plaza Technical Director are included and mandated as part of the rental agreement and fees for the theatre. The Plaza Technical Director has sole and final authority in all technical aspects of an event.
 - b. It is the responsibility of the LESSEE to provide the Plaza Technical Director with the production information he/she needs to adequately prepare for the event in a timely fashion. LESSEE must submit the Event Worksheet and the Scheduling Worksheet in the Plaza Theatre Rental Application and schedule a meeting with the Technical Director to discuss technical requirements. Failure to do so gives the Plaza Technical Director full right and privilege to restrict what equipment may be used on stage and what services are available to the LESSEE.
 - c. No items shall be left stored in the theatre or on the premises of the Plaza after the completion of an event. Complete load-out of all events must happen immediately following the completion of the event. Exceptions to this rule must be made in advance with an Authorized Plaza Representative and the LESSEE will be charged a \$25.00 per day storage fee.
2. Equipment
 - a. The use, maintenance and operation of Plaza Theatre equipment, including lighting, sound and rigging systems and other PLAZA equipment is restricted to authorized PLAZA personnel as determined by the Plaza Technical Director.
 - b. Any equipment, including additional lighting, sound, video, scenery or additional stage equipment brought into the Plaza Theatre by the LESSEE must be approved by the Plaza Technical Director prior to the arrival of said equipment.
 - c. All personnel must participate in training and orientation of the facilities and equipment by the Plaza Technical Director before being allowed to operate.
 - d. The Plaza Technical Director has sole discretion to set all maximum sound amplification levels, including house and monitor mixes so as to be in accordance both the law and the safety of the PLAZA staff and all patrons.
 - e. The Plaza Theatre has a 600 amp lighting and a 100 amp audio tie in. The LESSEE must provide their own qualified electrician to perform all tie-ins to the power mains. The 600 amp service is 3-phase with a high center leg. The PLAZA is not responsible to the LESSEE's equipment or staff for incorrect power tie-ins.
 - f. The only in-house mixing positions allowed are either in the balcony OR at the rear of the main floor. Because of sightline issues and fire code/emergency egress issues, no other options are available.
3. Crew
 - a. The PLAZA does not maintain any technical crew or staff other than the Technical Director.
 - b. Should the LESSEE require additional staff, they may provide their own with the approval of the Technical Director. The Technical Director shall have the sole authority to certify said crew and technicians. All volunteers must be at least 18 years of age.
 - c. Upon request by the LESSEE, the PLAZA will attempt to meet the crew needs of the event at a cost to the LESSEE. The PLAZA makes no guarantee that a crew will be available.
 - d. The Plaza Technical Director shall at his sole discretion determine the number of stage crew and technicians required for all aspects of installing and running the event(s).
4. Stage
 - a. The maximum physical height of all speaker towers/stacks and other scenery on the apron of the stage may not exceed 6'-0" above the stage deck/floor.
 - b. No major construction, assembly or painting of scenery or props may be performed on stage or on the premises of the Plaza Theatre. Only touch up painting is allowed.
 - c. All scenic elements should arrive pre-rigged, with all necessary hardware in place. The Plaza Technical Director may, at his sole discretion, determine the safety of the LESSEE's scenery and rigging and require LESSEE modifications prior to installation.

SECTION IX – ACCESS

General Requirements and Restrictions

1. The Plaza Theatre offices are open for regular business from 8:00 – 5:00, Monday – Friday.
2. No individual, group or other part of the LESSEE shall at any time be given keys to any part of the Plaza Theatre or its associate facilities.
3. Access to the Plaza Theatre and its associated facilities may only occur during normal business hours when office staff are present or after hours only when a member of the PLAZA staff is present. Access to the auditorium or backstage areas during business hours requires the presence of PLAZA staff.
4. At no time will the LESSEE block or otherwise prop open any external door. Any doors found propped open by the LESSEE or LESSEE's staff, volunteers or patrons shall result in a fine of \$50.00 per incident.
5. The set of doors down by the stage are emergency exits only during performances. The LESSEE may not allow patrons to access those doors for entry into the theatre. For patrons with mobility issues, the Plaza maintains two transport wheelchairs to assist patrons from the front curb landing to their seats.

Load-in, Load-out and Rehearsal

1. All access to the theatre by the LESSEE is via the backstage doors.
2. No load-in/load-out items are allowed through the front doors of the theatre.

Performance

1. For all events the front doors of the theatre at the Box Office level must be opened no later than or earlier than one hour prior to the starting time of the event/show.
2. All Ushers and the house manager must be present and in position when the front exterior door to the theatre and unlocked and opened.
3. The inner/lower lobby doors of the auditorium must be opened no later than 30 minutes prior to the starting time of the event/show.
4. 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.
5. Access to the stage or across the stage to the backstage area once the house opens is not allowed except in the case of an emergency as determined by the Plaza Technical Director.
6. Access to the stage and backstage area from the time the house is open until after the house has cleared after the performance is solely via the backstage doors to the theatre.
7. All cast, crew, musicians, volunteers, ushers and other staff of the LESSEE's event must enter the Plaza Theatre through the rear stage doors upon arrival if the Box Office is not yet open.

SECTION X– BROADCASTING AND 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.
2. Exceptions to this policy must be cleared with an Authorized Plaza Representative prior to the event.
3. The PLAZA reserves the right to photograph any and all rental events, including load-in and load-out, for use in future marketing purposes unless LESSEE negotiate otherwise.

SECTION XI – SECURITY

1. At the sole discretion of the PLAZA, if it is deemed that security is necessary to protect the safety of patrons, LESSEE, the Plaza staff or grounds, the LESSEE shall provide trained and professional Security Personnel at the LESSEE's cost.
2. Plaza security measures may not be removed or disabled.
3. Plaza doors may not be propped open. Violations will result in levied fines and/or the cost of repairs to damage resulting from the same.

SECTION XII – 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 PLAZA or both.
2. The Plaza Theatre does not supply coat check services and has no space for the storing of patrons garment and accessories. The PLAZA assumes no responsibility for said items.
3. LESSEE provided House Staff

- a. LESSEE must provide a House Manager. Said manager must report to the Box Office Manager at least one-half hour before the house opens.
- b. LESSEE must provide two ticket takers and two ushers for the Orchestra Level and one usher for the Balcony Level if used.
4. PLAZA provided House Staff
 - a. The PLAZA will provide a House Manager at the cost to the LESSEE of \$100.00 per performance.
 - b. The PLAZA will attempt to recruit members of its regular volunteers to act as ticket takers and ushers at a cost to the LESSEE of \$25.00 per volunteer. The PLAZA makes no guarantee as to volunteer availability.
 - c. Requests for PLAZA provided House Staff should be made at the time of Rental Application or fifteen (15) business days in advance of the event, whichever is greater.

SECTION XIII – HOSPITALITY AND CONCESSIONS

1. No food or drink is allowed on the stage or in the auditorium of the theatre, with the exception of bottled water for the performers.
2. All staff, crew and volunteers who wish to eat or drink while in the theatre must do so either outside or in the dressing rooms.
3. The PLAZA only sells concessions during the actual scheduled event. There are no PLAZA hospitality services available during load-in, load-out or rehearsal. The LESSEE may utilize whatever catering activities they desire during load-in, load-out or rehearsal with notification to the PLAZA at least ten (10) business days prior to the event. The LESSEE accepts all responsibility and liability for catering actions while on Plaza Theatre property and for damage repairs and cleaning necessary to restore the facility to its original state.
4. Unless the LESSEE negotiates otherwise, concessions may be, at the PLAZA'S determination, provided at the pre-show, post-show, and intermission points in the LESSEE'S performance(s) at the expense of the PLAZA, and all proceeds will be the property of the PLAZA.
5. If the LESSEE negotiates that concessions will be sold by someone other than the PLAZA
 - a. The LESSEE accepts responsibility for any and all liability resulting from such sales and agrees to pay the PLAZA a 20% commission on the sale of all concessions.
 - b. If the LESSEE wishes an outside party to sell concessions the PLAZA must be notified ten (10) business days in advance, a separate Vendor's Agreement must be signed and the LESSEE still accepts responsibility for any and all liability resulting from such sales and agrees to pay the Plaza a 20% commission on the sale of all concessions.
 - c. The LESSEE accepts all responsibility for damage repairs and cleaning necessary to restore the facility to its original state.

SECTION XIV – FURNITURE, SIGNAGE, DECORATIONS AND INSTALLATIONS

1. No furniture, pictures or other furnishings may be removed, relocated or added without permission of an Authorized Plaza Representative.
2. Due to emergency egress requirements, no tables or chairs may be placed in the outer lobby or the balcony lobby. The Permissible Furniture Placement Worksheet in the Plaza Theatre Rental Application details the only allowable additional table arrangement in the inner lobby. Any changes to this arrangement must first be approved by an Authorized Plaza Representative prior to performance day. Obstruction of emergency egress may result in fines of not less than \$100.00 and not more than \$1,000.00.
3. The LESSEE shall have access to the assorted tables, chairs and linens listed on the rate schedule. Any additional items may be requested by the LESSEE at the rate listed on the rate schedule.
4. The LESSEE is not entitled to display items on or in any case in the interior of the Plaza Theatre, or on digital signage or kiosks, or place any items, brochures and pamphlets in any Plaza Theatre display fixture.
5. For display and advertising purposes for their event, the LESSEE shall only have access to the exterior poster case on the right column and the two large exterior poster cases to the left and right of the theatre front doors. Displayed items should be of appropriate size.
6. No decoration, signs, banners, or other items may be attached to any structure or surface in the Plaza Theatre by nailing, pinning, gluing or tape of any kind. A fine of \$50.00 will be billed to the LESSEE for each violation of this item.
7. LESSEE shall not erect or operate any machinery or equipment operated by electricity, explosive or highly flammable substance on the Plaza premises without prior written consent of an Authorized Plaza Representative.

SECTION XV – MARQUEE POLICY

1. The LESSEE's event will be displayed on the Marquee five days before the event OR following the prior events performance.
2. The Marquee will be turned on near or after dusk on the day of the LESSEE's event. Should the LESSEE request that the Marquee be lit at any other time, the LESSEE agrees to pay an hourly rate of \$50.00 with a minimum of two hours.
3. The PLAZA maintains a reasonable inventory of available letters, numbers and punctuation for the Marquee. The LESSEE should submit the Marquee Layout Worksheet in the Plaza Theatre Rental Application and then work with an Authorized Plaza Representative to determine if it can be displayed. If additional letters are needed, the LESSEE will be charged \$45.00 per additional letter.
4. The Marquee may be rented without the rental of other Plaza facilities provided there is no conflict with a scheduled event. The cost is a setup fee of \$150.00 and \$25.00 per day. Marquee lights may not be turned on.

SECTION XVI – PARKING

1. The PLAZA does not maintain, own, operate or lease private parking facilities for the Plaza.
2. All parking surrounding the Plaza is Public, Private or Municipal.
3. With at least ten (10) business days notice, the PLAZA will attempt to reserve parking as near the Plaza as possible for VIPs, trucks, vans, motor coaches and other ground transportation. This is not guaranteed.
4. The PLAZA cannot provide power, water or sewer hookups for motor coaches, motor homes or other forms of ground transportation.
5. The parking lot behind the Plaza near the loading dock is not owned by the PLAZA. Many of those spaces are reserved and the PLAZA assumes no liability for vehicles ticketed or towed for improper parking.

SECTION XVII – CUSTODIAL SERVICES

1. LESSEE shall include a custodial services/cleaning deposit in the form of a cashier's check or money order at the time this agreement is submitted to the PLAZA.
2. If cleaning services above and beyond normal wear and tear, as determined by an Authorized Plaza Representative, are needed, the LESSEE shall pay an additional \$25.00 per hour cleaning fee.
3. Solid waste services are provided by the PLAZA to the LESSEE. If the amount of waste, as determined by an Authorized Plaza Representative, is excessive the LESSEE shall pay a fee \$100.00 for its removal.
4. For multiple performance events, a cleaning fee of \$25.00 will be paid by the LESSEE for each performance following the first one.
5. A \$10.00 fee will be paid by the LESSEE for each day of rehearsal/construction.
6. The PLAZA reserves the right to close off parts of the facility during rehearsal and other non-performance related occupations.

SECTION XVIII – CANCELLATIONS / BREACH OF AGREEMENT

PLAZA Initiated Cancellations

1. Cancellation of an event may occur if the LESSEE fails to adhere to any terms or conditions of this agreement. The PLAZA reserves the right to execute cancellation of an event prior to or during said event if all conditions are not met.
2. Cancellation includes complete forfeiture of all deposits and rent monies paid and the LESSEE will have no claim against the PLAZA, 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 PLAZA for all services rendered up to the point of cancellation.
3. The PLAZA is not liable for failure of the ability of the LESSEE to present event(s) indicated in this agreement due to Acts of God such as acts or regulations of public authorities, labor disputes, strike, acts of terrorism, civil unrest, epidemic, and structural and architectural malfunctions of the facility.

LESSEE Initiated Cancellations

1. The LESSEE may cancel the event(s) listed in this agreement up to fifteen (15) business days prior to the event with no loss of deposit. If cancellation occurs within fifteen (15) business days prior to the event(s) the LESSEE forfeits all deposits made.
2. If the LESSEE cancels any event(s) after the PLAZA has begun selling tickets to the event(s) then the LESSEE shall handle all patron reimbursements for tickets sold. LESSEE agrees to pay a 10% service charge to the PLAZA on the total dollar value of the tickets being reimbursed.
3. The LESSEE affirms that the PLAZA 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 XIX – SIGNATURES

1. The LESSEE agrees to abide by all rules, regulations and policies of the PLAZA as set forth in this Agreement. The LESSEE states that he/she has read all usage guidelines, understands them, and agrees to abide by them.
2. 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 PLAZA upon demand, such sums as shall be necessary to restore said premises to their present condition with the exception of ordinary use or wear.
3. Should the LESSEE present or allow the presentation of any composition, work, or material covered by copyright, the LESSEE will furnish to the PLAZA, prior to the performance, evidence that is satisfactory to the PLAZA that any royalty or other charge or permission has been paid or obtained. LESEE agrees to indemnify and hold harmless the PLAZA for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
4. This Agreement and the attached Rental Application are the entire agreement of the parties regarding the items herein, and replaces, when signed by both parties, any prior agreements, whether oral or in writing, between them. Any amendment or rider to this Agreement must be in writing and signed by both the PLAZA and the LESSEE and attached. This written Agreement supersedes any and all inferred oral contracts and obligations between the PLAZA and the LESSEE.
5. This Agreement will be reviewed and interpreted under the laws of the Commonwealth of Kentucky, and as such, any legal action necessitated by breach or other failure of the Agreement shall occur in the court system of the Commonwealth of Kentucky.
6. The LESSEE shall assume full responsibility for the conduct and actions of any Patron, guest, staff member, volunteer, or visitor who attends an event it is sponsoring.

By signing below, both parties acknowledge having read the attached agreement and to abide by all the points and stipulations listed therein. Both parties also acknowledge that they have the authority to enter into this agreement for themselves and the organization(s) they represent.

FOR THE LESSEE:

Signature

Date

Printed Name

Title

FOR THE PLAZA

Signature

Date

Printed Name

Title

QUOTE VERIFICATION:

LESSEE: Please initial next to the marked response below as a verification of its correctness and accuracy:

☐ The LESSEE did **NOT** request a formal written price quote from the Plaza Theatre prior to signing the contract and understands that any verbal discussion of costs are not binding on the Plaza Theatre. The LESSEE agrees to pay the balance due at the end of the rental period even though the LESEE did not request a price quote.

☐ The LESSEE **DID** request a formal written price quote from the Plaza Theatre **and received said quote prior to signing this contract.** The LESSEE understands that the quote is valid only in so far as the LESSEE adheres to the information given to the Plaza Theatre in the official Rental Application. If the LESSEE varies in the actual execution of the event from what was outlined in the Event Application, the LESEE agrees to be responsible for any changes in the charges for the rental of the Plaza Theatre.