

# Martin Centre



## RENTAL & USE AGREEMENT

This agreement is made between the Martin Centre Preservation Company, Inc., hereafter referred to as “**Company**”, and the Presenting Organization, hereafter referred to as “**Renter**”.

**Presenting Organization:** \_\_\_\_\_

**Event Title:** \_\_\_\_\_

**Event Date & Time:** \_\_\_\_\_

**THE COMPANY AGREES TO THE USE** of the Martin Centre auditorium, dressing rooms, restrooms, and all equipment listed in the **BASIC RENTAL PACKAGE** by the Renter.

**THE RENTER AGREES TO PAY** the Company a \$500.00 rental deposit to secure their date of usage with the Martin Centre.

- This deposit is refundable if any janitorial needs following the Renter’s event are minimal, and no damage to the venue or the venue’s property is found to be the fault of the Renter.
- If the Renter cancels the event within fourteen (14) days of their secured date, the Company will retain the deposit, as well as any additional expenses incurred by the Company on the Renter’s behalf.
- The Company reserves the right to waive the deposit for any Renter that has maintained a good financial standing with the Martin Centre for five (5) consecutive years or more.

**THE RENTER AGREES TO ACQUIRE** or take on expense for any additional equipment or personnel required for their event.

**THE RENTER AGREES TO PAY ALL FEES AND CHARGES** to the Martin Centre Preservation Company, Inc. no later than fourteen (14) days prior to the Renter's event. If paying by credit card, a 3% service fee will apply.

**THE RENTER WILL FURNISH TO THE COMPANY** the name, mailing, physical and email address, and phone numbers of the Renter's representative to the Martin Centre Preservation Company, Inc.

- This representative will be the sole person authorized to act for and execute documents on behalf of the Renter.
- The representative must be present at the event, and will be the sole person authorized to solve problems or conflicts that arise, as well as to negotiate any alterations in event procedure with the Martin Centre staff.

**MARTIN CENTRE PERSONNEL RETAIN THE RIGHT** to enter any part of the theatre at any time during the Renter's agreed upon usage of the venue.

**THE MARTIN MAY DISTRIBUTE** announcements and literature concerning future events to be held in the Martin Centre to any and all patrons attending the Renter's event, whether such events fall under the auspices of the Renter or not.

**THE MARTIN CENTRE LOGO MAY BE USED** as a recognizable image for events being held at the venue.

- Martin Centre images may only be used when a Rental & Use Agreement is in force.
- Slicks of the Martin Centre logo are available from theatre staff.
- The Martin Centre logo must be used in its entirety with nothing added.

**THE MARTIN CENTRE PRESERVATION COMPANY, INC. RESERVES THE RIGHT** to refuse rental to any individual, organization, or business based on previous payment history, breach of contract, logistics or event demands.

- The Martin Centre reserves the right to refuse or require additional rehearsal time if an event is determined to be more than is feasible for the theatre staff to accommodate.

**THE MARTIN CENTRE WILL PROVIDE** heat and air conditioning, electrical power, water, and normal pre-event cleaning for the auditorium and stage areas.

**THE RENTER MAY NOT SUBLET** or assign spaces to any other entity. The Renter may not utilize the rented space for any purpose other than those specified in this agreement (including the rental application).

**LODGING IN THE THEATRE IS PROHIBITED.** The Renter, or any persons claiming to be acting for the Renter, is prohibited from using the Martin Centre as a sleeping or lodging accommodation.

**NO ACTIVITIES IN VIOLATION** of federal, state, or local laws, ordinances, rules or regulations shall be permitted on theatre premises. It is the responsibility of the Renter to enforce this provision.

**THE RENTER AGREES TO INDEMNIFY**, defend and hold harmless the Martin Centre Preservation Company, Inc. from any claims or costs, including legal fees, which might arise from the questioning of use of any such material described above.

- The Martin Centre warrants that it has secured and shall pay for necessary license agreements with SESAC/ASCAP/BMI.
- The Renter warrants that the rights have been secured to perform or use any artistic or literary creation necessary to the performance under this agreement that is not licensed under SESAC, ASCAP or BMI and further warrants that permission has been secured to use all promotional materials provided for use by the Martin Centre.

**IN THE EVENT OF CANCELLATION**, the Renter will make public announcements at a reasonable frequency, at the Renter's expense, immediately upon cancellation by all means reasonable.

- In the event that refunds are to be issued for a cancelled event, the Renter shall be responsible for refunding any and all tickets issued.
- The Renter will have a representative available at the theatre at the time of the cancelled event.
- Should an event be cancelled, the Martin Centre will be closed at the date and time of the event, and theatre staff reduced to mitigate loss of revenue.

**ANY MATERIAL, EQUIPMENT, OR OBJECT** which may endanger the life of, or cause bodily injury to, any person, or which constitutes a hazard to the facility, is prohibited from the venue.

- The Martin Centre Preservation Company, Inc. retains the right to refuse to allow any material, substance, equipment or object to be brought onto the premises, as well as the right to require its immediate removal.

**IN THE EVENT OF AN EVACUATION**, as determined by the theatre staff, the Renter shall retain possession of the premises for sufficient time to complete presentation of their activity without additional charge, providing such time does not interfere with another rental.

- Should it be determined by the Martin Centre staff that it is not possible to complete presentation of the event, the rental shall be forfeited, prorated, or adjusted at the discretion of the Martin Centre management, and the Renter hereby waives any claim for damages or compensation from the Martin Centre Preservation Company, Inc.

**THE MARTIN CENTRE PRESERVATION COMPANY, INC. MAY REQUIRE ADDED SECURITY PROTECTION** for any and all rental events. This determination will be made at the sole discretion of theatre staff, and will be charged to the Renter.

**THE RENTER IS RESPONSIBLE FOR ANY AND ALL DAMAGES** to the Martin Centre which are caused by acts of the Renter or its agents, employees, patrons, guests and artists whether accidental or otherwise.

- The Renter agrees to leave the venue in the same condition as existed on the date that rental activity commenced, ordinary wear and use excepted.
- The Renter is to maintain the cleanliness of all dressing rooms.
- Food is not to be brought into or left in the theatre, and is strictly prohibited in the auditorium. Event talent or crew can have food and drink only in dressing rooms.
- Theatre supplies are not to be used for hospitality services, personal make up, or preparation needs of the Renter's talent or crew.

**SHOULD THE EVENT CONTAIN ANY MATERIAL** that may be viewed by any segment of the community as being morally objectionable, the Martin Centre Preservation Company, Inc. may, at its sole discretion, require of the Renter the inclusion, in all advertising, of a phrase acceptable to the Martin Center Preservation Company that alerts potential patrons to the maturity of the theme or actions.

- The Martin Centre may contact prior venues in which the presenting organization has previously held events to determine whether or not the event should be covered by a disclaimer.
- The Martin Centre Preservation Company, Inc. may, either at its own discretion or on the advice of local law and code enforcement authorities, disallow any activity from occurring on theatre property without giving cause.

**ANY SETS, COSTUMES, PROPS**, flash pots, laser lighting equipment or other materials must conform to all fire and safety codes.

- The provisions of the fire prevention code that prohibits smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases and compounds must be observed.
- The Martin Centre may require written evidence that all such codes have been observed and that operators have the required license(s).
- Any prop firearms must be certified non-operational by appropriate law enforcement, with proof provided to theatre management prior to the event.

**DELIVERY OF SET PIECES, COSTUMES,** and other material prior to contracted time in the venue will not be accepted by theatre staff unless prior arrangements have been made by the Renter.

- Any delivery of these objects or materials must be factored into the Renter's allowed time in the venue, or additional charges will be added to the Renter's final fees.
- If any payment is to be made to a carrier upon delivery, the Martin Centre will not accept any goods shipped to the theatre on behalf of the Renter, or for any person claiming to be acting for the Renter, without written arrangements including an appropriate and exact form of payment.

**AUDIENCE SEATING ON THE STAGE,** stage wings or aisles is not permitted. This includes additional seating in the box seats or elsewhere in the theatre. Patrons or other non-event personnel are not allowed on stage or in the wings at any time.

**CONCESSIONS AND BEER AND WINE SERVICES ARE AVAILABLE** for each rental. Please let us know if you have any questions or specific requests related to this service.

- No food or beverages are to be sold or given away outside the control of the Martin Centre's concessionaire.
- Renters are NOT allowed to sell their own concessions under any circumstances.

**SMOKING AND/OR VAPING IS PROHIBITED** in any area of the Martin Centre. The Renter further agrees not to suffer or commit any waste on the premises.

**THE MARTIN CENTRE PRESERVATION COMPANY, INC. WILL INTERRUPT** and terminate any activity in order to protect the public, or if the Renter is found to be in violation of this agreement. This will be done at the sole discretion of the theatre management.

**PHYSICAL ADDRESS:** 109 Ashley Street E.  
Douglas, GA 31533

**MAILING ADDRESS:** 108 Ward Street E.  
Douglas, GA 31533

## THE MARTIN CENTRE FEE SCHEDULE

<input type="checkbox"/> Basic Rental Fee (For-profit Organization)	\$975.00 X 1 day = \$975.00
Extra hour(s)	\$100.00 X ____ hours = \$____
Additional Day (Friday, Saturday, or Sunday)	\$525.00 X ____ day = \$____
Additional Day (Monday-Thursday)	\$250.00 X ____ day = \$____
Extra hour(s)	\$ 50.00 X ____ hour = \$____

### OR

<input type="checkbox"/> Basic Rental Fee (Non-Profit Organization)	\$525.00 X 1 day = \$525.00
Extra hour(s)	\$100.00 X ____ hours = \$____
Additional Day	\$275.00 X ____ days = \$____
Extra hour(s)	\$ 50.00 X ____ hours = \$____

### AND

Lighting Setup	\$125.00 X ____ days = \$____
Sound & Light Technician	\$250.00 X ____ days = \$____
Clean Up Fee	\$250.00 X ____ days = \$____
Extra performances per day	\$125.00 X ____ each = \$____

**TOTAL RENTAL FEES** \$\_\_\_\_\_

Refundable Deposit \$500.00

**TOTAL FEES** \$\_\_\_\_\_

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*As a representative for the presenting organization, by affixing my name below, I indicate that I have read through the Rental & Use Agreement, and do agree to abide by the contents set forth within it.*

**Representative Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_