



PLAZA THEATRE

RENTAL INFORMATION PACKET INFORMATION

**115 E. Main Street
Glasgow, KY 42141**

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NO DATES WILL BE HELD UNTIL ALL CONTRACTS AND REQUIRED DEPOSITS ARE SUBMITTED

A \$150.00 NON-REFUNDABLE IS DUE ALONG WITH THE RENTAL AGREEMENT.

If you have any questions *at all* about filling out this packet, please call us at (270) 361-2101.

BELOW IS INFORMATION PERTAINING TO YOUR RENTAL.

SECTION A - GENERAL GUIDELINES FOR USE OF THE PLAZA

- 1) The use of the PLAZA shall be in keeping with the general and dignified character of the facility.
- 2) The PLAZA is a non-smoking facility. Smoking is not permitted anywhere inside the PLAZA, including dressing rooms and restrooms. Smoking is only allowed at the front entrance of the facility. It is not allowed outside any other doors to the facility, including backstage and dressing room. Smoking by the LESSEE or any representative/agent of the LESSEE in any unauthorized area will result in a minimum fine of \$100 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 PLAZA, in the form of the Plaza Executive Director, serves as the sole and final determinant as to policy interpretation and facility usage for the PLAZA.
- 4) Animals of any kind are not permitted in the PLAZA at any time without previous arrangements having been made with the PLAZA. Guide animals for persons with disabilities are exempt.
- 5) The LESSEE agrees to abide by all rules, regulations and policies of the PLAZA as set forth in this Agreement including, but not limited to, those policies concerning liability insurance in a minimum sum of \$1,000,000.00, and the obtaining of licenses, permits and associated fees necessary to conduct operation specified in the Agreement. Said permits and proofs are to be attached hereto and are incorporated herein by reference. The LESSEE states that he/she has read all usage guidelines, understands them, and agrees to abide by them.
- 6) All exhibits, events or artistic performances in the PLAZA are always subject to approval by the PLAZA Executive Director or his designee. Performers or presenters expressly consent to such sole approval and expressly waive any claim of censorship, so that the PLAZA Director 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 agreement shall be resolved solely by the PLAZA Executive Director.
- 8) No part of the PLAZA may be sublet, nor can the 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 PLAZA for purposes other than those which directly support the 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 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. The LESSEE shall bear this responsibility for all of its personnel, staff, volunteers, and Patrons while occupying the facility.
 - 11) Rental charges will apply to the use of the PLAZA from scheduled load-in time until completion of load-out regardless of LESSEE's lateness of arrival or departure.
 - 12) 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. LESSEE 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.
 - 13) This Agreement is the entire agreement of the parties regarding the items herein, and replaces, when signed by both parties, any prior understanding agreement or understandings, 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.
 - 14) 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.
 - 15) 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.
 - 16) The PLAZA 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. No items may be delivered or dropped off at the theatre 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 PLAZA accepts no responsibility or liability for any items left unattended in the Lobby, or elsewhere in the PLAZA or on its grounds.
 - 17) The PLAZA requires all individual or group arts organizations to include their Dun and Bradstreet Numbers (DUNS) and/or BMI, ASCAP information on this contract. 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, and other non art related activities.
 - 18) The PLAZA requires that the 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 PLAZA staff. This person must be vested with full decision-making power and authority to act on behalf of the LESSEE. This person or persons must be listed in this agreement in the appropriate section.
 - 19) 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.

SECTION B – 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, including without implied limitation the property of third persons under the control of the PLAZA or LESSEE.
- 2) LESSEE shall provide a certificate of liability insurance coverage naming the PLAZA as additional insured no later than ten (10) business days prior to the beginning of the time periods specified in this Agreement and in accordance with the following:

- 3) LESSEE shall provide at its sole expense:
 - a) Public Liability Insurance covering LESSEE'S liability for all operations performed by LESSEE or any subcontractors in the amount of:
 - b) Bodily Injury - \$100,000.00 per person, subject to \$300,000.00 aggregate for any one accident involving more than one person.
 - c) Property Damage Liability - \$50,000.00 per accident
- 4) Contractual Liability
 - a) Bodily Injury - \$100,000.00 per person, \$300,000.00 per accident, \$50,000.00 per accident. The PLAZA 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.
- 5) 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 C – HOSPITALITY (ARTISTS & LESSEE)

- 1) The PLAZA 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 responsibility of the LESSEE. The Plaza will not sell drinks and other concessions to the LESSEE or the LESSEE's artists, staff, and Volunteers unless the Plaza 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 PLAZA 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 PLAZA premises, and for all damage repairs and cleaning necessary to restore the facility to its original state.
- 3) BY SIGNING, THE LESSEE ACKNOWLEDGES AN UNDERSTANDING THAT BARREN COUNTY IS, BY LAW, A "LIMITED SALES" COUNTY AND ALCOHOLIC BEVERAGES OF ANY KIND MAY NOT BE DISPENSED, SHARED, SOLD, 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 D – CONCESSIONS

- 1) 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. The PLAZA will receive a 20% commission on the sale of all concession items not sold by the PLAZA that are sold directly by the LESSEE, including food and drink. The PLAZA reserves the right to inspect, limit, and determine locations for concessions that may be sold at the PLAZA.
- 2) The LESSEE agrees to assume responsibility for any and all liability arising as the result of the service of prepared food, drink served by the LESSEE, his agents, servants, employees or licensees. Further, the LESSEE agrees to abide by all of the Food and Drink rules and regulations involved in the service of said items. All commissions due to the PLAZA will be the liability of the LESSEE and the LESSEE shall pay all commissions to the PLAZA in the event the agent of the LESSEE fails to do so.
- 3) The LESSEE agrees that all concessions, if not sold by the PLAZA, will be sold by the LESSEE. In the event that the LESSEE wishes an outside agency to sell concessions, such an agency must sign a separate **Vendor's Agreement** with the PLAZA. The LESSEE will provide the name, address and phone number of the vendor to the PLAZA no later than ten (10) business days prior to the event. The

LESSEE accepts full responsibility and liability for ensuring any concessions sold at the LESSEE'S event meets these requirements.

- 4) The LESSEE is responsible for all state, local, and federal taxes associated with the sale of concessions in the PLAZA and all laws regarding revenue in the Commonwealth of Kentucky. The LESSEE agrees that the PLAZA will in no way, shape or form, either through direct or implied agreement or agreement interpretation be liable for any violation the LESSEE might make regarding any law or statute governing the distribution, sale, service, and/or consumption of food, drink, or any other concession that the LESSEE or the staff, patrons, or visitors of the LESSEE may perform on the PLAZA premises. The LESSEE is responsible for all sales tax and having the necessary permits and licenses.
- 5) The PLAZA does not supply a cash bank or credit card services to the LESSEE for the sale of concessions.
- 6) Absolutely no outside food or drink is allowed to be brought into the theatre by patrons of the LESSEE's event. All such items must be consumed and disposed of prior to entry into the theatre lobby.
- 7) All alcohol sales must be provided by a licensed alcohol caterer and must supply a copy of their current catering alcohol license issued by the State of Kentucky and pay 5% of the total alcohol sold during the event to the City of Glasgow. Final receipt of alcohol sales must be provided immediately following the night/day of the event

SECTION E – 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 100 attendees and the LESSEE is charging an admission to the event or controlling / monitoring attendance by issuing any type of ticket, then the LESSEE agrees that the PLAZA will sell/distribute all tickets (paid, comped, or otherwise) to this event and shall be the sole and exclusive distributor of said tickets. The PLAZA will also collect all ticket fees as outlined 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 Plaza is included in the larger ticket, then the LESSEE shall have the option of either removing the Plaza event ticket from the larger event ticket to allow the Plaza to sell it separately or negotiating with the PLAZA to handle the larger event ticket that includes the LESSEE's event. In no case will the Plaza allow the LESSEE to receive the monies for any tickets sales without it first being received and processed by the PLAZA.
- 2) Should the LESSEE not use the PLAZA 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 phone number(s) or email address (es) of the PLAZA. The PLAZA will not handle phone 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.
- 3) 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. Such changes include, but are not limited to, price changes, added coupons, added discounts, and other alterations to pricing and seating.
- 4) The PLAZA may charge a per ticket service fee for all individual or group tickets sold in addition to the set ticket price. The fee can either be at the LESSEE'S option included in the ticket price and withheld from the Plaza's reimbursements or added directly on to the ticket price at the time of sale. In the case of the latter, the LESSEE agrees that it will make prominent mention of these added fees on all promotional and advertising materials for this event.
- 5) The PLAZA has a no refund and no exchange policy on all tickets that it sells. **THIS IS NOT NEGOTIABLE.** 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. Please be sure to include in your marketing and publicity materials this important information.
- 6) In order to allow accurate audits, tickets must be issued by the PLAZA Box Office 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 or LESSEE volunteer must hold a printed ticket.

- 7) 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. For all such promotions, a ticket must be issued by the PLAZA and not a pass, certificate, or other form of admittance created by the LESSEE, unless it is accompanied by or must be exchanged in advance for an actual Plaza ticket.
- 8) The Plaza Box Office is to be solely staffed by PLAZA employees and no agent or representative of the LESSEE, other than an officially designated House Manager (see SECTION IX – 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.
- 9) The Box Office shall provide to the LESSEE one copy of the detailed ticketing report to the LESSEE with each ticket reimbursement check issued (see SECTION XXIV – TICKET REIMBURSEMENT PROCEDURES) as well as a final reimbursement report with the final reimbursement.
- 10) The Box Office shall open one hour prior to the curtain time on the day of the event(s), and shall close 30 minutes after the curtain time of the event. On weekends and after hours, unless otherwise noted or negotiated, the Box Office is not staffed. Box Office regular hours are 8:00 AM to 5:00 PM, Monday through Friday. The PLAZA is closed on most nationally observed holidays.
- 11) The PLAZA shall not divulge, share, or distribute any Box Office or ticketing data with any person or entity unless they are listed on the Ticketing Services Request Form (included in Rental Application). No one except those that you designate 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 Ticketing 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 YOU DESIGNATE.
- 12) The Plaza does not over-sell shows or sell SRO (standing room only) tickets to any events or allow such sales to be made. The Plaza sells only the maximum number of seats that match the capacity for the auditorium based on the configuration for that event. More than 1,003 tickets to any one performance of one event can not be sold.
- 13) A \$1.00 per order Historic Preservation Fee and \$2.00 processing fee will be added to each transaction including all rental ticketed events. This fee is earmarked for the continuing preservation and restoration of the theatre and covers the cost of the fees generated by the ticketing company. This fee is applied to each ticket order – NOT to each ticket. This fee cannot be waived and this fee MUST be listed in any advertising and marketing materials where ticket price information is given.

SECTION F – HOUSE MANAGEMENT SERVICES

- 1) All front of house staff shall be provided by the Plaza Theatre, ushers, ticket takers, Box Office personnel are all volunteers and will be identifiable with name tags. Additional ushers, if provided by you, must check in with the Plaza Theatre house manager for additional information and guidance of duties.
- 2) The PLAZA does not supply coat check services and has no space for the storing of patrons garments and accessories. The PLAZA accepts no responsibility or liability for any items that the patron leaves unattended in the PLAZA.

SECTION G – CANCELLATIONS / RENTAL PAYMENT

- 1) All final payments on rentals will be deducted from the ticket reimbursement fee. A final report will be delivered to the LESSEE immediately following the event with charges deducted for any final payments due, damage, technical services, and/or equipment rental.
- 2) Cancellation of an event may occur if the LESSEE fails to adhere to any terms or conditions herein. The PLAZA 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 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.
- 4) The LESSEE may cancel the event(s) listed in this agreement up to fifteen (15) days prior to the event with no loss of deposit. If cancellation occurs within fifteen (15) days prior to the event(s) the LESSEE forfeits all deposits made.
- 5) In any event that the LESSEE cancels said event(s) after the PLAZA has begun selling tickets to the event(s) then the LESSEE shall handle all patron reimbursements for tickets sold. Additionally, the PLAZA shall apply a 10% service charge, to be billed to the LESSEE, on the total dollar value of the tickets being reimbursed. 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 H – USE OF CONTROLLED SUBSTANCES, WEAPONRY, & OPEN FLAME

- 1) **NO SMOKING POLICY:** The Plaza does NOT allow smoking anywhere on its property. This includes anywhere inside the facility (including restrooms and dressing rooms) as well as under the theatre marquee or anywhere on the reddish brown sidewalk in front of the theatre or within 15 feet of any of its other exterior doors. The designated smoking area for Patrons during events is across the street from the Plaza main entrance at the two park benches.
- 2) No open flame is allowed in any space within the facility.
- 3) 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.
- 4) LESSEE agrees not to bring onto the PLAZA property any 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 without prior approval of the PLAZA. The PLAZA 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 PLAZA 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 PLAZA'S Director before being allowed in the building. In the event said stage weaponry does not meet the standards of the Director, then said stage weaponry must be modified to meet those standards before being allowed on the premises, or said stage weaponry must remain off premises of the PLAZA.

SECTION I – FURNITURE, SIGNAGE, DECORATIONS & INSTALLATIONS

- 1) LESSEE shall not erect or operate on the premises without prior written consent any machinery or equipment operated by electricity, explosive or highly flammable substance. LESSEE shall not install or plan to install any wires or electrical or other appliances, without written consent.
- 2) No furniture, pictures, or other furnishings may be removed or relocated without the permission of the PLAZA Director. This includes folding tables, chairs, and conference tables.
- 3) No decoration, signs, banners, or other items may be attached to any structure or surface in the PLAZA by nailing, pinning, gluing, or tape of any kind. A fine of \$50 will be billed to the LESSEE for EACH violation of this item. The fine may be, at the discretion of the PLAZA, either withheld from deposits or be billed to the LESSEE. The LESSEE is responsible for the actions of all of its staff, volunteers, and Patrons in regards to this and all other issues.
- 4) All changes, additions, and alterations to the inner lobby, the balcony lobby, and the outer lobby must be approved by the Plaza Director prior to the day of the event. This includes placement of all tables, displays, racks, etc. that may impede emergency egress from the theatre.
- 5) The LESSEE understands that the facility being rented is provided with a standard of furnishings to be established by the PLAZA and that the provision of additional furnishings or the rearrangement of existing furnishings must be performed by PLAZA staff at additional expense to the LESSEE.

SECTION J – MARQUEE POLICY

- 1) LESSEE shall have use of the Marquee in front of the PLAZA exclusively for at least 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) The LESSEE agrees that the Marquee will only be turned on near or after dusk on the day of the LESSEE'S event. Should the LESSEE desire the Marquee to be turned on at any other time, the LESSEE shall be billed and agrees to pay an hourly rate of \$50.00 per hour with a minimum of two hours.
- 3) The LESSEE shall provide the exact wording for the Marquee to the PLAZA upon submitting this Agreement, using the Marquee Letter Layout form. Should the LESSEE not have provided wording for the marquee by the date and time the marquee is to be changed, the PLAZA may, at its discretion, either leave the marquee as it is, or display what wording it deems fit for the LESSEE'S event, or may display any other wording it sees fit even if for another event. Once the marquee lettering has been set for the LESSEE'S event, any changes to that wording or display will be charged at \$100.00 each time the marquee must be accessed. The \$100.00 charge will be waived if the marquee needs correction due to a PLAZA error.
- 6) There will be a fee of \$150.00 setup fee and \$25 per day fee for any group or individual to have information displayed on the Marquee that is not renting the PLAZA or its facilities. When not done in conjunction with a rental, the marquee lights shall not be turned on, even in the evening.

SECTION K – TECHNICAL SERVICES

- 1) General
 - a. The use, maintenance and operation of PLAZA equipment, including lighting, sound, and rigging systems and other PLAZA equipment is restricted to authorized PLAZA personnel only as determined by the PLAZA Director. Any equipment, including additional lighting, sound, video, scenery, or additional stage equipment brought into the PLAZA by the LESSEE must be approved by the PLAZA Technical Director prior to the arrival of said equipment.
 - b. All personnel must participate in training and orientation of the facilities and equipment by the PLAZA Technical Director before being allowed to operate same.
 - c. Prior to the performance, the LESSEE must coordinate backstage security with the PLAZA Director. Only authorized persons are allowed backstage and in backstage areas. This is to help insure the safety and security of the performers, technicians, the LESSEE, the PLAZA and its facilities and surrounding grounds. As a general rule, only persons actively participating in an event (performers, technicians, PLAZA Staff) should be allowed backstage. Friends and families of LESSEE should be limited to designated audience areas.
 - d. The LESSEE agrees that it is the sole discretion of the Plaza Technical Director and Plaza Executive Director 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 PLAZA staff and all patrons. In addition, the maximum physical height of all speaker towers/stacks and other scenery on the apron may not exceed 6'-0" above the stage deck/floor.
 - 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. THIS IS NOT NEGOTIABLE.
 - g. No major construction, assembly, or painting of scenery or props may be performed on stage or on premises of the PLAZA. All scenic elements should arrive pre-rigged, with all necessary hardware in place. The Plaza Technical Director may, at his sole discretion, deem the rigging of LESSEE'S scenery as unsafe and unfit and the LESSEE agrees to modify the scenery and rigging as per the Plaza Technical Director's instructions before it shall be flown or installed. Furthermore, only touch up painting of scenery and props will be allowed to take place on stage.
 - h. The services of the Plaza Technical Director are included and mandated as part of the rental agreement and fees for the theatre. The Plaza Theatre does not maintain any other technical crew or staff. Should the LESSEE need more crew and be unable to supply their own, then the Plaza will attempt to meet the crew needs of the LESSEE's and the event at an additional cost to the LESSEE.

- i. 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 Theatre is not responsible to the LESSEE's equipment or staff for incorrect power tie-ins.
- 2) The LESSEE shall provide to the PLAZA Technical Director a written schedule of events for the duration of the 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 tech rehearsals date and time, and any other such time that LESSEE is in the PLAZA.
- 3) At any time the LESSEE or the LESSEE'S representative is in the auditorium or backstage areas, an employee of the PLAZA must be present. At no time may a representative of the LESSEE be alone in the theatre, and the LESSEE shall never be given keys to the PLAZA and any of its facilities.
- 4) The PLAZA Technical Director shall, at his/her sole discretion, set the number of stage crew and technicians (both PLAZA staff and volunteer) needed for all aspects of installing and running the event(s) and shall have sole ability to certify the ability of said crew and technicians. All Volunteer shall be of at least 18 years of age.
- 5) 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.
- 6) It is the sole responsibility of the LESSEE to provide the Plaza Technical Director with the production information he/she needs to have to adequately prepare for the event in a timely fashion. It is not the job of the Plaza Technical Director to try and 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 Plaza Technical Director, then the Plaza 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 L – PARKING/SECURITY/EMERGENCY PROCEDURES

- 1) PARKING FOR ARTIST, TECHNICAL LOAD IN AND EVENT STAFF is located behind the Plaza Theatre off Water Street. Barricades will be set-up prior to the load-in time, to reserve event parking for essential personnel only. All other parking is available in front of the Plaza Theatre in off-street parking, and parking lots.
- 2) At the sole discretion of the PLAZA, the LESSEE shall provide trained and professional Security Personnel (either backstage or front of house or both) for any and all events that the PLAZA deems as having the possibility of risk to safety or illegal items and/or activity or shall require the LESSEE to provide same. The LESSEE shall be responsible for all costs associated with providing security. In the event that the PLAZA sees fit for the need for security services and personnel, the LESSEE must notify the PLAZA of its security planning and staffing in writing at least fifteen (15) business days prior to the event date.
- 3) The LESSEE and the LESSEE's staff, volunteers, and Patrons shall not attempt to circumvent any security measures in place designated by the PLAZA. 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 cameras, motion detectors or other such devices. Any attempt at circumventing any PLAZA security measures will result in a fine of \$50.00 being levied per incident OR a fine equal to the cost of repairing & restoring any device or service damaged, whichever is higher.
- 4) In the event of an emergency, the Plaza Staff, House Manager, Volunteers and all other LESSEE staff will follow the prepared emergency evacuation procedures to safely assist patrons and performers in leaving the facility.

SECTION M – BROADCASTING & RECORDING OF EVENTS

- 1) Photographing, recording, filming and videotaping within the auditorium is not allowed during a public performance unless otherwise instructed by the LESSEE. Ushers are to be instructed to enforce this policy in relation to members of the audience.

- 2) Under no conditions may the patrons, staff, or volunteers of the LESSEE set up camera tripods and other equipment in the theatre aisles or run any extension cords to any Plaza wall outlet to power any media equipment. Such equipment may also not be set up in the handicapped seating section.
- 6) The PLAZA reserves the right to photograph any and all rental events, including their load-in, setup, and load-out, for use in future marketing purposes. The only exception to this are events where the LESSEE specifically has a license or contract forbidding photography of any kind (a copy of which must be supplied to the PLAZA).

SECTION N – 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.
- 2) The PLAZA shall supply to the LESSEE one printed copy of the ticket report as well as additional accounting documentation with the reimbursement check.
- 3) The LESSEE shall receive ONE reimbursement check for the total amount due to the LESSEE upon completion of the event. The Plaza will not make partial advance payments to the LESSEE. Reimbursements will ONLY be made after the LESSEE's event is completed and the Plaza Box Office has been reconciled. No reconciliation of the Box Office, or any other type of transaction will EVER occur in cash. As per local law and ordinance, as a division of the CITY OF GLASGOW government, the Plaza Theatre cannot pay any bills, invoice, balances or other debts in cash. An official City of Glasgow check must be cut for all such payments.

SECTION O – SIGNATURES

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:

FOR THE PLAZA



Signature

Signature



Date

Date



Printed Name

Printed Name

Title

Title