

The information below is a copy of our online contract. All contracts are e-signed online through our online platform HoneyBook. This information is for your perusal prior to signing your online contract should you decide to rent the Greenville Municipal Auditorium.

Technical Support: Please coordinate with our technical specialist, Mike Rowland, regarding technical needs to help assess what the GMA can provide and assist you in procuring any additional equipment needed for your show. If needed, they will also make recommendations for professional sound and lighting producers. Should you need this level of support, you will be contracting with those individuals/companies directly. Please send all Tech Riders to Mike Rowland — mrowland@ci.greenville.tx.us no later than 30 days prior to your production.

The undersigned applicant/user hereby applies for a reservation at the City of Greenville Municipal Auditorium for the above listed date(s) and time(s). By signing below, the applicant/user agrees that he/she is authorized to negotiate and sign this agreement on behalf of the individual group, or organization renting the facility. Applicant/user agrees that the individual, group or organization will observe the policies stated on page 3 of this agreement. The City of Greenville is not responsible or liable for any lost, stolen, or damaged property belonging to the applicant/user or any person or persons attending an event at the auditorium.

Lessee hereby releases and shall indemnify and hold harmless Lessor, its officer, employees and agents, from and against any and all claims, losses, damages, causes or actions, suits and liability of every kind, including expenses of litigations, court costs and attorney's fees, for injury to or death of any person, or for damages to any property, arising out of or in connection with the Lease, where such injuries, death or damages are caused by Lessor's sole negligence or the joint negligence of Lessor and any other person or entity.

Applicant/user states that he/she has read the rules and regulations of this agreement and agrees to abide by them.

Auditorium Rules and Regulations

The Greenville Municipal Auditorium is a municipally owned performance venue. The Auditorium is committed to providing quality entertainment and arts to its patrons. The auditorium is currently equipped to host music, theatre, dance, and other types of events. For questions and inquiries, please call the Venue Manager or City Manager.

DEPOSIT & RENTAL FEES

- 1. A \$500 damage deposit is due with signed contract upon rental. Cash, check, and credit cards are accepted.
- 2. Deposits will not be "held" for future shows. Each event must have a security deposit paid and deposit will be returned following your event if the facility is undamaged and all GMA rules and regulations were followed.
- 3. All remaining rental fees must be paid within 72 hours of event.
- 4. If rental fees are not paid in full within 10 days of event, any future rentals are forfeit until past due invoice is paid in full.
- 5. If rented within 30 days of event, the full deposit and rental fee is due at contract signing.
- 6. Requested hours of use must include the amount of time it will take to set up, hold the function, take down and vacate the building. Please consider band and production load-in and load-out times in your request.

CANCELLATION & CHANGE OF DATE POLICY

- 1. In the event that the Greenville Municipal Auditorium determines it necessary to cancel an event due to fire, repair, strike, or any other casualty or other unforeseen occurrence prior to the event, the rental fees and damage deposit will be refunded.
- 2. If an event is cancelled by the City of Greenville due to Lessee's misuses of the facility, there will be no refund of the damage deposit or rental fees.
- 3. If an event is cancelled by the Lessee within 30 days prior to the event, no rental fees will be refunded.
- 4. Changes made within 30 days of the event are subject to the Venue Manager or City Manager's approval.

RENTING POLICIES

- 1. The Greenville Municipal Auditorium reserves the right to refuse service, cancel any activity and/or increase fees of deposit based on the type of function being held or on Lessee's past rental history.
- 2. Lessee must be at least 21 years of age.
- 3. The auditorium cannot be rented within 7 days prior to an event.
- 4. Lessee shall not admit to premises a larger number of persons than allowed by the fire code building capacity of 1,439.
- 5. Lessee shall not bring in or be allowed to bring in anything that will increase the fire hazard or rate of insurance of the building or property thereon.

- 6. Lessee shall not obstruct any portion of the sidewalks, entries, halls or vestibules or ways of access to the public utilities of this building.
- 7. Lessee shall not use or permit the premises to be used for sleeping or lodging purposes, nor shall Lessee bring or keep any animal or animals upon the premises or permit the same to be brought into the premises unless approved in advance by the Venue Manager or City Manager.
- 8. Lessee accepts the building, its furnishings, fixtures and equipment in their present condition and state of repair and agrees that, upon the end of the rental term, the building will be vacated and surrendered in the same condition as it is now in.
- 9. Lessee is liable for the building and its furnishings, fixtures and equipment during the reserved time.
- 10. All repairs and/or replacements required to return the building, its furnishings, fixtures and equipment to its present condition will be at the expense of the Lessee.
- 11. Lessee must be present during the function.
- 12. Lessee will inform Venue Manager or City Manager of all vendors, contractors, and service people being utilized in connection with the event.
- 13. Lessee shall not broadcast or televise any event or portion of event without first securing the consent of the Venue Manager or City Manager. In the event requisite consent is given, installation and removal of all equipment shall be at the expense of Lessee and subject to the supervision of the Venue Manager or City Manager.
- 14. Public Restrooms, offices, and other rooms in the municipal building are not to be used as dressing rooms. The dressing rooms located back-stage are free to use with venue rental.
- 15. The lower level or City Hall portion of the building <u>IS NOT INCLUDED</u> in your rental unless approval is obtained from the Venue Manager AND City Manager.
- 16. An auditorium attendant is required to be present during the hours of rental. This includes rehearsals, load in, load out, and the hours of the actual event.
- 17. Any promotional items (poster, yard signs, etc.) used to promote your event must be removed within seven days after your event.

TICKETING

1. If the GMA is selling your tickets, all tickets shall be sold through the venue's current ticketing agency and a \$1 per ticket sold fee will be added to your overall rental bill. If you are selling your own tickets, this must be approved by the Venue Manager or City Manager.

PARKING

1. Free parking is available on the streets surrounding the municipal building, and also in all City of Greenville Parking Lots. Parking is NOT ALLOWED at the Post Office Parking Lot or Super Bueno Grocery Store, nor in any spaces marked RESERVED. Cars parked in these spaces will be towed at the owner's expense.

CONCESSIONS & MERCHANDISE

- 1. Lessee may sell concessions and merchandise with the approval of the Venue Manager or City Manager. Concessions and merchandise may only be sold from the booth located in the auditorium lobby. Any other location must be approved by the Venue Manager or City Manager
- 2. The sale of alcohol at auditorium events may be allowed with permission of the Venue Manager or City Manager. A licensed police officer must be hired and paid for by the Lessee for any and all events of which the consumption or serving of alcohol is a part. The city police department officer is required to be present during the entirety of the event. The serving, consumption, possession, storage, and/or sale of alcoholic beverages must be in compliance with all state and local laws, including the Texas Alcohol and Beverage Code governed by the state alcoholic beverage commission (TABC).
- 3. The Lessee must get approval by the Venue Manager or City managers for their alcohol vendor.
- 4. **ABSOLUTELY NO FOOD IS ALLOWED IN THE AUDITORIUM.** The only beverages allowed inside the Auditorium are bottled water, or beverages contained in a GMA non-spill cup. These cups can be obtained from the Venue Manager for a \$1 fee per cup. Evidence of food in the auditorium could result in forfeiture of \$500 security deposit.

DECORATIONS AND TECHNICAL SPECIFICATIONS

- 1. All decorations and plans must be approved by the Venue Manager or City Manager no later than 30 days prior to the event.
- 2. No props may be constructed nor painting done on the rented premises.
- 3. The use of nails, thumbtacks, staples, or glue for installing sets props within the Greenville Municipal Auditorium is not allowed.
- 4. Gaffers tape is the only acceptable tape allowed for any area in the auditorium, on stage, or backstage.
- 5. Performance Riders must be submitted to the Tech Specialist no later than 30 days prior to your event.
- 6. A Tech Room/Equipment Rules sheet is attached to this contract. Failure to comply may result in forfeiture of \$500 security deposit.
- 7. Only approved operators will be permitted to use the sound and lighting equipment. The Tech Specialist will assist in securing approved operators. The lessee will be responsible for contracting with operators, at their own expense.

GREEN ROOM

- 1. The Green Room may be used upon request.
- 2. The furnishings in the Green Room are permanent fixtures of the auditorium. Furniture may not be removed or altered.
- 3. If Lessee would like, the Green Room can be locked to eliminate liability.

FIESTA ROOM

- 1. The Fiesta Room is included in the rental of the GMA.
- 2. Catering of food service or meals for participants in event are ONLY ALLOWED in the Fiesta Room and must be approved by the Venue Manager or City Manager.

INSURANCE

1. The Greenville Municipal Auditorium requires liability insurance at Lessee's expense and proof of such insurance policy must be reviewed by the Venue Manager no later than 30 days prior to beginning of the rental period. The limits of the policy will be determined by the Venue Manager or City Manager.

Lessee shall comply with all laws, statutes, ordinances and regulations of the United States, the State of Texas and Lesser. Lessee shall obtain and pay for all required permits and licenses, Lessee shall not permit or suffer the commission of the violation of any law, statute, ordinance, or regulation.