



RENTAL AGREEMENT

This agreement, entered into on _____ (date) will serve as the mutual agreement for rental of the Melba Theater, 115 West Main Street, Batesville, AR, between the Melba Theater and:

Renter Name _____

Phone _____ E-mail _____

Address _____ City/State/Zip _____

Event Date (day / date) _____

Event Description _____

(Please check one) Event is open to the public Event is a private event

Is this a ticketed event, and if yes, what are prices and where will tickets be sold? _____

Number of anticipated attendees? _____

Arrival/Set-up Time _____ Doors Open Time _____

Event Start Time _____ Event End Time _____

Renter Vacate Time _____

If screening, title of film _____

If screening, is format DCP (Digital Cinema Package), DVD, Blu-ray? _____

Theater concession stand open or closed? _____

Bringing in extra food or catered? From where? _____

I agree that our Rental group will perform a general pick up theater after or pay \$100 cleaning fee. (This includes general pick up of trash & removing items brought into the theater, but doesn't include cleaning bathrooms & vacuuming except for excessive messes). Any damage to theater will incur charges to repair the damage at the Melba Theater's discretion.

Yes. I agree.

DEPOSITS & PAYMENTS

Base Amount Total \$ _____

Additional Hours \$ _____

Film Copyright Fee \$ _____ (if open to public)

Other _____ \$ _____

Other _____ \$ _____

TOTAL RENTAL FEE _____

A fifty percent (50%) deposit is due when signing this agreement. The remaining 50% is due the day of the event. Deposits and Full Payments are non-refundable.

MELBA THEATER RENTAL CONTRACT CONT'D:

50% DEPOSIT \$ _____

Paid by cash/check/credit card _____

Date _____

Remaining 50% amount and due date _____

Cancellation by Melba Theater: In the event that the Melba Theater is rendered unfit for occupancy, either prior to the term of this contract – i.e. destroyed by fire, the elements, or because of a national or local calamity or epidemic – this contract shall be terminated, and Melba Theater shall return to Renter one hundred percent (100%) of the deposit and/or advance payment without any further liability or obligation by Melba Theater. Melba Theater may cancel contract by written notice to Renter no less than thirty (30) days prior to the rental date, in which case Melba Theater shall return one hundred percent (100% of the deposit and/or advance payment paid by Renter less any Melba Theater costs incurred pursuant to this contract, and Melba Theater shall be relieved of further obligation.

All events must be approved by the Melba Theater Manager and adhere to the Melba Theater rules and regulations outlined in the rental agreement.

Auditorium Rental includes:

- One house manager
- Use of all public areas of the theater for a period of two (2) hours. Additional time past 2 hours will be charged on a per hour basis.
- Use of the sound and lighting systems (by, or under the supervision of, Melba Staff)
- Use of projector (by Melba Staff only) to show a DCP, Blu-ray, or DVD
- Additional Melba staffing for event (as needed, for additional cost)
- Melba Theater will, if desired, list Renter's name and/or event an "A" frame stand on the rental date(s).
- Providing a clean theater and staffed concession stand for the event, unless no concession staff is required.
- Advertisement or slide featured prior to show

Other:

- The Theater is not available for weddings or wedding receptions.
 - The Theater is an alcohol, tobacco, vape, and smoke free environment.
 - The Melba Theater reserves the right to refuse rental for inappropriate, offensive, or divisive events or movie requests.
 - No open flames or pyrotechnics, or animals of any kind without prior approval from a Melba Theater representative.
- Guide animals for persons with disabilities are exempt.
- No exit door or passageway may be blocked, locked, or bolted when the facility is in use.
 - Photographing, recording, filming, or videotaping of any copywritten material is not allowed.
 - The Melba Theater does not maintain parking spaces except for Melba Theater staff in the rear of the building. All event parking is "at your own risk" public parking.

FEE SCHEDULE

Please inquire for availability. Regularly scheduled theater show times will incur a different rate than "dark" hours (when there are no regularly scheduled movies showing). The Melba Theater is available for rent to non-profit, private and commercial renters. Non-profits must prove their non-profit status with certificate of good standing from the State of Arkansas or IRS determination no less than five years old.

Rentals when there are no regularly scheduled show times:

- Non-Profit \$250
- Private \$350
- Commercial \$400

Rentals during regularly scheduled show times:

- Non-Profit \$1100
- Commercial \$1800
- Private \$1500

- Concessions – Special includes small popcorn & small soda for \$4, popcorn - free refills, soda refills \$1; other regular pricing applies
- Digital Projector – Fee dependent on cost of film

Auditorium Rental during regularly scheduled movie times will be subject to additional charges depending on the current feature. Charges are determined by the cost incurred by the Theater for purchase of film.

Extra Fees:

Overtime (more than 2 hours) \$100 per hour scheduled / \$150 per hour unscheduled (pending availability)

Projectionist for DCP, DVD, or Blu-ray - No extra charge.

Copyright Fee for Film Exhibition Separate charge - inquire.

Additional Concession Staff – inquire.

Insurance: All renters must submit proof of homeowner's or renter's insurance including general liability at least 15 days prior to their scheduled event. If renter does not possess coverage, or if the theater determines that coverage is not adequate, coverage is available at a nominal fee.

Hold Harmless: The renter agrees to indemnify and hold harmless Melba Theater, its employees, agents, and directors from all claims or suits, losses and expenses, fees (including attorney fees), costs, and judgments that may be asserted against the Melba Theater or its representatives, arising out of the Renter's use of the facilities hereunder.

Cleaning: The Renter and his/her guests will comply with the Melba Theater's rules and instructions; failure to do so will result in removal from the facilities and possible additional charges.

Food & Non-alcoholic Beverages: The Melba Theater may sell concessions during the rental period and will retain one hundred percent (100%) of all sales. There is no additional fee to the Renter. Additional food and non-alcoholic beverages provided by Renter, whether sold or without charge, must be negotiated as part of the rental contract.

Auditorium Stage: The stage may not be climbed upon or otherwise used unless negotiated as part of the rental contract.

Balcony: Currently closed until finished with renovation.

Your signature below (or that of another authorized official) confirms your organization's agreement with the terms of this contract. This contract shall be considered null and void unless signed by both Melba Theater and the Renter with a 50% deposit received. Non-compliance with the additional due dates and amounts listed in this contract will result in the termination of this contract.

Terms of this Agreement have been accepted.

For Melba Theater

For Renter

Name: _____ Name: _____

Date: _____ Date: _____

For more information, please call 870-569-8047 or email info@melbatheater.org