



CEPA - The Pell City Center

For Education and Performing Arts

RENTAL POLICIES AND PROCEDURES

AVAILABILITY

• Organizations, Businesses and Individuals can schedule events in the CEPA Lobby and Theater at any time, provided the facility is not reserved. The Gymnasium and Enhanced Backstage Area are available after 4 p.m. Monday-Friday and at any time Saturday and Sunday.

• A Rental Agreement and corresponding Rate Schedule must be completed and approved a minimum of 30 days prior to any event. Rate Schedules are available by contacting CEPA Management.

EQUIPMENT

• Only approved technicians can operate light, sound, screen, curtain and fly systems. To schedule an outside technician, contact the CEPA Executive Director. Additional charges may apply.

• Only approved personnel are permitted on catwalks, backstage and in the technical booth.

• All systems must be restored to what is termed neutral position or pre-set position immediately following rental period.

• Performance lighting is not to be used during rehearsals. It can only be used for performances, dress rehearsals, tech rehearsals, and as needed to make lighting setups for event.

• The movement of any lighting instrument must be approved by CEPA Management staff and performed by an approved technician.

• The movement of curtains, travelers, and legs must be approved by CEPA Management staff and performed by an approved technician.

• Pyrotechnics of any type are not permitted.

• Any failure of light, sound, curtain, fly or other systems should be reported immediately to CEPA Management who will coordinate repairs if necessary.

PRODUCTION

• For scripted performances, Renter must submit a script to CEPA. It must be approved in writing prior to the event.

• Additional sound equipment, set pieces, props or additional items used on the stage or within CEPA must be approved by a member of CEPA Management.

• All fabrics used in set construction or on stage other than costumes must meet fire codes for stages as set up by local and state fire marshals.

• All attachments to the stage must be approved by CEPA Management staff and installed under supervision.

FACILITY CLEANUP

The facility must be cleaned immediately following its use, and cleanup time should be accounted for and scheduled using the Registration Form. To schedule outside cleanup, contact the CEPA Executive Director. Additional charges may apply.

• Prompt removal of sets and costumes is very important due to the continued usage of the theatre by both community and schools alike.

CONCESSION SALES

• CEPA can provide staff to handle concession sales in accordance with the Rental Agreement. If Renter does not use approved CEPA services, a plan for concessions procedures and cleanup must be submitted no later than 14 days prior to the scheduled event.

• No concessions may be sold, and no food or drinks will be allowed in auditorium or gymnasium unless coordinated in the Rental Agreement.

SECURITY

• During events, a member of City Administration or the Reserving Department administration must be on-site from setup to final walkthrough. The event will not be permitted to proceed until an approved administrator is on-site.

• Events expected to exceed 500 in attendance must have CEPA Management-approved security personnel on-site.

JEFF THOMPSON, EXECUTIVE DIRECTOR

o: (205) 338-1974 | c: (256) 466-0715 | email: director@pellcitycepa.com | pellcitycepa@gmail.com

CEPA Rental Agreement

**Pell City Center For Education
and the Performing Arts**

- Lobby Only
 Theater and Lobby
 Gymnasium and Lobby

25 Williamson Drive
Pell City, AL 35125
(205) 338-1974
director@pellcitycepa.com
pellcitycepa@gmail.com

Event Date: _____ Event Name: _____
Set-Up Time: _____ Event Start Time: _____ Event End Time: _____ Wrap Time: _____
Estimated Guests: _____ Half-Day or Full Day Rental Period: _____

DETAILS (For the best event pre-planning and production please attach or include a detailed plan and desired schedule for specific times and aspects of your event).

Client(s)/ Corporation: _____
Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Company: _____ Primary Phone: _____
Secondary Phone: _____ Email Address: _____

NOTE: Rental time is based on blocks of either 5 or more hours or 5 or fewer hours. Any period consisting of more than 5 hours including Set-Up and Wrap Time is considered to be Full-Day Rental and the Renter will be charged accordingly. Maximum rental time for the facility is 10 hours unless approved.

DETAILS

- A Signed Contract and Date-Hold Deposit in accordance with the Rate Agreement must be received to reserve your date(s) and time(s).
- The balance of your Facility Rental Fee is due 7 days prior to your event. This includes miscellaneous fees including Concessions / Catering Access, Enhanced Backstage, and Ticketing and Marketing Services.
- A copy of your Special Event Liability Insurance (see INSURANCE section on page 2) is due no later than 7 days prior to your event.
- Any additional costs that arise will be due within 7 days of your event.
- Payments should be made to CEPA MANAGEMENT. Cash, check and major credit cards are accepted.
- A CREDIT CARD AUTHORIZATION FORM is located on the last page of this contract.
- No refunds of the space rental fees will be paid 14 days prior to an event, as your agreement to rent CEPA facilities on this date may cause the loss of additional bookings or business. Reserved technicians, caterers, or facility maintenance and cleaning services along with rentals and/or purchases necessary to produce your event may not be refunded or may not be refunded in full.

Acknowledged, Agreed and Authorized by Primary Contact/Renter: _____ Date: _____

Acknowledged and Agreed by CEPA MANAGEMENT CORP: _____ Date: _____

Please initial and date the following three pages.

CEPA Rental Agreement

**Pell City Center For Education
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director@pellcitycepa.com
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CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping CEPA a well maintained and safe location for future use.

DEPOSIT/RENTAL FEES

A signed contract and date-hold deposit in accordance with the Signed Rate Agreement must be received to reserve your date(s) and time(s). The balance of your space rental fee is due 7 days prior to your event. This includes miscellaneous fees including Concessions / Catering Access, Enhanced Backstage, Ticketing and Marketing Services. A copy of your Special Event Liability Insurance (see INSURANCE section on page 2) is due no later than 7 days prior to your event. Any additional costs that arise will be due within two 7 days of your event.

INSURANCE

Special Event Liability Insurance is required of ALL renters and is due no later than seven (7) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring CEPA Management, The City of Pell City and the Pell City School System employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 Million, and general aggregate liability of not less than \$2 Million. CEPA MANAGEMENT CORP shall be named as an additional insured of said policy.

If alcohol is to be served please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Pre-Approved Catering Services may use their license and insurance to cover this.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to CEPA Management, naming CEPA Management as stated, and will be delivered at least seven (7) days prior to the event.

LIABILITY

Renter agrees to indemnify, defend, and hold CEPA MANAGEMENT, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at CEPA.

In the event CEPA MANAGEMENT, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay CEPA MANAGEMENT, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by CEPA MANAGEMENT, including all collection expenses and interest due.

CONCESSIONS / CATERING STANDARDS

Concessions / Catering Policy — The CEPA Concession Area is production and vendor space and is to be used for final food preparation and distribution only. Please note that CEPA MANAGEMENT does not provide dishes, glassware, pots, pans, knives or utensils. The Concessions production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event to prevent additional fees. A final walk-through with a member of our event staff is mandatory at the close of your event. Please refer to checklists posted in the Concessions Area.

Concession Operators and Caterers must properly bag and remove all trash, composting and recyclables from the Concession Area and relocate them to the dumpsters behind the CEPA facility. Failure to remove or clean will result in additional fees to Renter and will be charged to the Renter's credit card on file.

Contact / Renter Initials _____ **Date** _____

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ENHANCED BACKSTAGE STANDARDS

The CEPA Enhanced Backstage Area is accessible only through early reservation. It is a large, secure room with access to private bathroom facilities and direct Stage access. The Enhanced Backstage space will be provided in a clean condition, and the space should be returned to a clean condition immediately following your event to prevent additional fees. A final walk-through with a member of our event staff is mandatory at the close of your event. Please refer to checklists posted in the Enhanced Backstage Area.

Renter must properly bag and remove all trash from the Enhanced Backstage Area and relocate it to the dumpsters behind the CEPA facility. Failure to remove or clean will result in additional fees to Renter and will be charged to the Renter's credit card on file.

Renter also acknowledges that the Enhanced Backstage Area may be accessed by CEPA MANAGEMENT, ST. CLAIR COUNTY EMA, AND CEPA-APPROVED AUTHORITIES AND FIRST RESPONDERS at any time deemed necessary to protect members of the public. The room is a designated storm shelter for the community and will be converted to this capacity at any time deemed appropriate. Should the use of the Enhanced Backstage be used as a public shelter during the course of the rental period, CEPA MANAGEMENT agrees to refund both the deposit and rental cost for the space.

LOBBY / STAGE / DRESSING ROOM STANDARDS

If reserved, the CEPA Grand Lobby, Stage and Dressing Rooms are accessible during the Renter's pre-approved time. They will be provided in a clean condition, and the space should be returned to a clean condition immediately following the event to prevent additional fees. A final walk-through with a member of our event staff is mandatory at the close of your event.

Renter must clear all personal items, as well as properly bag and remove all trash from the Lobby, Stage and Dressing Rooms and relocate it to the dumpsters behind the CEPA facility. Failure to remove or clean will result in additional fees to Renter and will be charged to the Renter's credit card on file.

SITE DECORATION

CEPA MANAGEMENT wants to make every event here a special and welcome experience. Therefore every effort will be made to allow Renter to prepare decorations reflecting their creative requirements. We ask that only the staff of CEPA MANAGEMENT rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques or seating. No nails, screws, staples or penetrating items are to be used on walls or floors. Glitter or foil (non-paper) confetti is not allowed on site. Only low-tack tape is allowed on our walls and must be removed during Wrap Up. Any damage will be charged after the event.

CONDUCT

There is absolutely no drug use or smoking of any kind tolerated on premises, nor loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of CEPA Management staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the event costs shall be made.

CANCELLATION

Date-Hold Deposit is Non-Refundable. From 14 days prior to event: NO SPACE RENTAL PAYMENT(S) WILL BE REFUNDED.

Contact / Renter Initials _____ Date _____

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TECHNICAL EQUIPMENT

Only approved technicians can operate light, sound, screen, curtain and fly systems. Only approved personnel are permitted on catwalks, backstage and in the technical booth. You may not use this equipment or access these areas without CEPA's prior verification of the person doing so. If you do not have an approved technician and stage crew for your event, Technical Equipment will not be powered on.

All systems must be restored to what is termed neutral position or pre-set position immediately following rental period. Performance lighting is not to be used during rehearsals. The movement of any lighting instrument, curtains, travelers, and legs must be approved by CEPA Management staff and performed by an approved technician. Pyrotechnics of any type are not permitted. Any failure of light, sound, curtain, fly or other systems should be reported immediately to CEPA Management who will coordinate repairs if necessary.

LOAD-IN / LOAD-OUT

All load-ins and load-outs must take place within the designated timeframe given by CEPA MANAGEMENT. If there is an event prior to yours, a timed delivery will be required. CEPA MANAGEMENT is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative.

CLEANING, TRASH AND EQUIPMENT REMOVAL

CEPA MANAGEMENT will be in a clean condition prior to your event. Within the reserved time of the event, the Renter is required to return the space to the same clean condition in which it was found with the exception of the Audience Seating Area in the Theater. All rental equipment and props must be removed immediately following the event.

CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug-free and non-smoking facility at all times, NO EXCEPTIONS. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. CEPA MANAGEMENT reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of CEPA MANAGEMENT, the City of Pell City or the Pell City School System or the safety of its staff, guests, or building contents.

ENTRY AND EXIT

Renter agrees that CEPA MANAGEMENT staff may enter and exit premises during the course of the event. A representative of CEPA MANAGEMENT will be on site during the entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. CEPA MANAGEMENT will also be checking the bathrooms, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

LOST AND FOUND

CEPA MANAGEMENT takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

Contact / Renter Initials _____ Date _____

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CEPA MANAGEMENT requires a credit card to be on file during the entirety of your event. By signing this form you give CEPA Management permission to debit your account as indicated below. This permission does not provide authorization for any unrelated debits or credits to your account.

Please complete and sign this form to authorize CEPA MANAGEMENT CORP to make a debit(s) to your credit card listed below. Once complete, please email to director@pellcitycepa.com or mail to CEPA Management, 25 Williams Drive, Pell City, AL 35125.

PLEASE COMPLETE THE INFORMATION BELOW:

I _____ authorize CEPA MANAGEMENT to immediately charge my credit account a date-hold deposit in accordance with the Attached Rental Rate Agreement. Note: **Date-hold deposits are non-refundable.** This payment is for my event on _____.

Please note that the space rental fees balance will also be charged to this card within thirty (30) days prior to your event. Bar, catering, equipment, furniture, and miscellaneous costs will be charged seven (7) days prior to your event. Any additional costs that arise after that date will be charged within seven (7) days of your event.

If you would like to use an alternative payment method (check, additional credit card, cash) for the space rental fees balance, bar costs, catering, equipment, furniture, and/or miscellaneous costs, please check here

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

Account Type: Visa MasterCard AMEX Discover

Cardholder Name _____

Account Number _____

Expiration Date _____ (DD/YY)

CVV2 Number _____ (3 digit number on back of Visa/MasterCard or 4 digits on front of AMEX)

Billing Address _____

City, State, Zip _____

Billing Phone _____

Email _____

SIGNATURE _____ DATE _____ .

I authorize CEPA MANAGEMENT to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

CEPA Rental Rates

Oct. 1, 2016 – Sept. 30, 2017

**Pell City Center For Education
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25 Williamson Drive
Pell City, AL 35125
(205) 338-1974
director@pellcitycepa.com
pellcitycepa@gmail.com

Renter Classification

(By selecting "Nonprofit," Renter agrees to provide Federal Letter designating nonprofit status)

FOR PROFIT NONPROFIT INDIVIDUAL

Rental Area

LOBBY ONLY THEATER AND LOBBY GYMNASIUM AND LOBBY

Facility Cleanup

(Unless written authorization is given by a member of CEPA Management, a MANDATORY facility cleanup fee of \$120 will be added to all rentals. This includes rehearsals.)

INCLUDE \$120 CLEANUP FEE DO NOT INCLUDE \$120 CLEANUP FEE (Authorization attached)

Rental Pricing

(Based on the Renter Classification selected above, please choose the timeframe, deposit and rental options that best suits your needs. Deposits must be paid to reserve and are included as part of Rental Costs)

LOBBY ONLY

(Deposit / Total Cost)

FOR PROFIT

- Full Day: (\$100, \$225)
- Half Day: (\$50, \$175)
- Rehearsal: (N/A)

INDIVIDUAL

- Full Day: (\$100, \$225)
- Half Day: (\$50, \$175)
- Rehearsal: (N/A)

NONPROFIT

- Full Day: (\$50, \$150)
- Half Day: (N/A, \$100)
- Rehearsal: (N/A)

THEATER AND LOBBY

(Deposit / Total Cost)

FOR PROFIT

- Full Day: (\$225, \$700)
- Half Day: (\$225, \$400)
- Rehearsal: (\$100, \$300)

INDIVIDUAL

- Full Day: (\$150, \$600)
- Half Day: (\$150, \$400)
- Rehearsal: (\$50, \$200)

NONPROFIT

- Full Day: (\$100, \$450)
- Half Day: (N/A, \$275)
- Rehearsal: (N/A, \$200)

GYMNASIUM AND LOBBY

(Deposit / Total Cost)

FOR PROFIT

- Full Day: (\$300, \$900)
- Half Day: (N/A)
- Rehearsal: (\$100, \$300)

INDIVIDUAL

- Full Day: (\$300, \$800)
- Half Day: (N/A)
- Rehearsal: (\$100, \$300)

NONPROFIT

- Full Day: (\$200, \$700)
- Half Day: (N/A)
- Rehearsal: (\$100, \$300)

CEPA Rental Rates

Oct. 1, 2016 – Sept. 30, 2017

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Facility Descriptions

(Areas and Equipment described below are included in the Base Rental Cost)

GRAND LOBBY

This space includes a 4,000-square-foot performance / event space with vaulted ceilings, natural light and access to limited multimedia and sound equipment.

THEATER AND LOBBY

This space includes Lobby and 400-Seat Theater. Includes access to Stage, Backstage, Dressing Rooms (2), Audience Seating, and Bathrooms. Includes limited use of Lighting, Multimedia and Sound Equipment. Includes Limited Ticketing Permissions.

GYMNASIUM AND LOBBY

This space includes Lobby and 2,000-Seat Gymnasium. Includes access to Floor, Stage, Dressing Rooms (2), Audience Seating, and Bathrooms. Includes limited use of Lighting, Multimedia and Sound Equipment. Includes Limited Ticketing Permissions.

Revenue Sharing

(CEPA Management grants access to that listed above in exchange for a portion of ticket sales indicated and agreed to in the Facility Rental Agreement. Check this box only if attaching written authorization.)

RENTAL **WITHOUT** REVENUE SHARING RENTAL **WITH** REVENUE SHARING (Authorization attached)

Additions

(Options for greater access and improved production quality. CEPA Management WILL NOT grant access to Concessions or Enhanced Backstage unless selected here.)

- Addition 1:** Access to Enhanced Backstage Theater Space (5,000 square feet): **\$75**
- Addition 2:** Access to Concession Area / Permissions for Concession Sales: **\$75**
- Addition 3:** Professional Production Team to operate Curtains, Screens, Multimedia, Sound and Lights During Event (N/A for Rehearsals): **\$225 (Include Same-Day Dress Rehearsal, \$275)**
- Addition 4:** Digital Ticketing Services / On-Site Ticketing (Required for Events costing the general public more than \$10 per ticket): **Price TBD, see RENTAL AGREEMENT**

\$

Total Agreement Cost

Renter Approval

JEFF THOMPSON, EXECUTIVE DIRECTOR

o: (205) 338-1974 | c: (256) 466-0715 | email: director@pellcitycepa.com | pellcitycepa@gmail.com

CEPA Rental Agreement

Ticketing Procedures

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Provided that ALL tickets for the performance are \$10 or less, rentals at the Pell City Center for Education and Performing Arts (CEPA) that include ticket sales will not be monitored by CEPA MANAGEMENT.

If the event corresponding to this RENTAL AGREEMENT will include ticketing for admission, and ticket prices for the general public will be at or in excess of \$10.01, all ticketing must be handled by CEPA MANAGEMENT, and tickets issued from other sources are invalid. This rule does not apply to Grand Lobby Only rentals.

Renter in this case hereby agrees that digital ticketing systems through Ticket Biscuit, through which CEPA MANAGEMENT contracts ticketing services, will be created for the event. Renter will have use of CEPA's digital box office as well as its dedicated phone box office, which can be reached at (205) 332-1961. CEPA will add a \$1 renewal fee to the cost of all tickets sold. Additional convenience fees may be added for online and phone box office sales.

In this case, all services will be handled and monitored by CEPA, including day-of-event box office. When using CEPA's ticketing services, it is necessary to have a minimum of two (2) persons staffing the box office for events in the theater and three (3) for events in the gymnasium. Renter can provide personnel to fill these roles if desired. If so, their names and contact information should be listed in the spaces below.

- My event will not be ticketed.**
- My event will be ticketed, and tickets will be \$10 or under.**
- My event will be ticketed, and tickets will be more than \$10.** I understand and agree that CEPA Management will be responsible for ticketing services for my event, and that an additional Renewal Fee of \$1 per ticket will be added to the cost. I also understand that day-of-event box office services must be coordinated through CEPA Management.

- CEPA Management should provide box office staffing during the event
\$120: Two (2) Persons (Theater) **\$150:** Three (3) Persons (Gymnasium)

- I will provide box office staffing during the event

1: Name _____ Phone _____ Email _____

2: Name _____ Phone _____ Email _____

3: Name _____ Phone _____ Email _____

Contact / Renter Initials _____ Date _____