



## **PRIVATE EVENT – FACILITY USE CONTRACT**

The Plymouth Arts Center (PAC) facilities are available for rent by the public, provided the use does not interfere with the normal operation of the PAC, whose Programs, Exhibits and Events will have priority over any other use. No rentals will be allowed the week of the annual Jazz Crawl. Performance content must be reviewed and pre-approved. Facility tours & rental discussions by appointment only.

### **COSTS**

The rental fee must be paid in full two weeks prior to the event.

- 1) The refundable portion of the deposit may be used to offset amounts incurred during the event (such as bar expenses, additional clean-up, etc). Any remaining balance due must be paid within one (1) week of invoice.
- 2) The rental fee includes the use of the rooms as designated on the rental request, the PAC parking lot for passenger vehicles, use of the rest room facilities, and, when applicable, use of the kitchen area for caterer use. No space or equipment may be used that is not noted on the facility request.

### **CANCELLATION/CHANGE OF DATE**

- 1) In the event of cancellation by the Client, the non-refundable portion of the rental fee deposit will be forfeited to the PAC.
- 2) The PAC reserves the right to cancel the event due to circumstances beyond their control, if an event is found to be unsuitable for the community, or if a performance or program deviates from the pre-approved content.
- 3) In the event of a change of date by the Client, the event contract is void and one-half of the non-refundable portion of the deposit will be applied to the new event contract date, with the other one-half retained by the PAC. No event date may be changed later than four (4) weeks prior to the reserved date. The Client shall then be required to sign a new event contract and make an additional deposit to equal one-half the non-refundable deposit, as required. If less than four (4) weeks' notice is given of a change of date, the entire non-refundable deposit shall be retained by the PAC.

### **THE SITE**

- 1) The Client shall provide the PAC with full details of the function at the time of submission of the request, and must advise in writing in advance of any extraordinary measures or changes in plan. These must be approved by the PAC prior to implementation.
- 2) Setup for an event may occur no earlier than one (1) day prior. PAC staff are not available to setup except as specified in the Rental Request. All decorating and removal

of decorations is the responsibility of the Client. The client assumes all risk to themselves & their decorations while decorating.

- 3) A written site decoration plan must be pre-approved by the PAC. The PAC is a family centered facility and reserves the right to disallow certain decorations.
- 4) All indoor events must end by Midnight (11pm for outdoor events), which includes clean-up time for all areas and caterers.
- 5) The PAC will provide a supervisor, who will be present to oversee the use of the facility and advise if they witness any misuse by guests or outside staff. They are not available to serve, set up or clean up, except as provided in the rental request.
- 6) One person shall be appointed by the Client to serve as liaison with the PAC's designated representative. This person shall be responsible for contact during the event and shall assist the PAC's representative in dealing with unexpected situations.
- 7) Children under the age of twelve (12) shall be the responsibility of their parent, guardian or designated adult supervisor at all times and must be closely supervised.
- 8) If a bar is requested, all alcohol must be purchased and served by the PAC in accordance with our liquor license. The bar shall close to guests 15 minutes before the end of the event, and that 15 minutes will be used by the bartender to clean up. As such, that 15 minutes is included in the Bar Service time in the request.
- 9) The PAC is not responsible for any problems with guests resulting from alcohol consumption.
- 10) The sound level, especially during the PAC's normal hours of operation, must be reasonable. This is out of respect for visitors to our Gallery, Gift Shop and the staff.
- 11) If PAC performances require a stage, and rehearsals and/or performances overlap with a rental event, the stage will remain up. It will not be removed to accommodate a rental.
- 12) No smoking or vaping is allowed in the premises. Outdoors only. No smoke-producing elements, or other chemically or physically unstable decorative elements may be used. Candles are permitted in containers. No tapers may be used.
- 13) All marked exits must have clear access to meet fire regulations. Access will remain clear to fire extinguishers and the AED unit with 3ft clearance.
- 14) Photography of the Gallery's artwork is not allowed.
- 15) Parking is available to event guests during designated event hours. The lot in front, and the north half of the adjoining lot from the PAC building and beyond is available. Public parking is available across the street evening & weekends. The PAC reserves the right to remove unauthorized vehicles from the property before and after designated event hours.

#### EQUIPMENT

- 1) The PAC does not provide party planning services. Please refer to the Equipment list on the Rental Request for Items the PAC has available. Tables and chairs are available without charge, but must be requested in advance. All other necessary equipment shall be arranged by the Client through the caterer or Rental Company.
- 2) Kitchen use includes countertops, oven, microwave, sink and refrigerators ONLY. The dishwasher is available for a fee and must be specified on the Rental Request.

- 3) No other PAC kitchen items may be used except with prior written approval by the Executive Director [or staff]. Any such materials, objects or equipment must be returned to their original places, in the same condition as received for use.
- 4) Deliveries of rental items must be arranged in advance with the PAC staff and includes date, time and duration of deliveries. If it is not during the PAC's normal hours of operation or during the specified rental hours, there will be a charge of \$25 per hour (or partial hour) that staff must be available for facility access. The Client or rental operative is responsible for all delivery, set up, and removal. PAC staff is not authorized to aid in delivery, set up or removal for rental events.
- 5) The sound and light board are off limits to wedding and party rental guests. No one will be allowed on the sound and light platform during weddings and parties. DJs and bands hired for weddings and parties must bring their own equipment. A Tech Package for sound and lighting may be available under separate contract for performances. Recitals or meetings only. [See separate package.]
- 6) No technical assistance is available for TV/DVD use.
- 7) The PAC has an Overhead Stereo that includes CD/radio functions that is available for \$25. This system is suitable for background music.

#### CATERING

- 1) Caterers who have not previously worked with the PAC are required to make a preliminary visit with the staff for planning purposes.
- 2) A PAC staff member must be present for catering deliver, set up and clean up. PAC staff are NOT authorized to aid in deliver, set up or clean up. These are the caterer and renter's responsibility.
- 3) Kitchen use includes refrigerators, stove, microwave, sink & prep surfaces only. The sink and prep surfaces must be cleaned after use. The floor must be swept and mopped. The dishwasher may be used for an additional fee. No other PAC equipment may be used, unless prior approval is given.
- 4) The Caterer and/or Client:
  - a. Shall provide all equipment, utensils, etc. necessary for preparation and serving of food. Use of the PAC's stove and microwave is allowed and must be cleaned by Caterer/Client.
  - b. Are responsible for the collecting of garbage during and following the event. The PAC has a limited number of trash cans available for use. Garbage may be placed in the appropriate bin at the back of the building.
  - c. Shall be responsible for the cost of repairing any damage to the interior or exterior of the PAC caused by the caterer, Client, their employees, staff, officers, agents and invitees, and all cost shall be billed to the Client.
  - d. A supervisor from the Catering firm shall remain with any waiter or staff throughout the function, including set up, take down and clean up.
  - e. Clean up must be completed directly after the event. Alternate arrangements must be pre-approved and are subject to a fee.

#### ALCOHOL/BEVERAGE SERVICE

- 1) The PAC holds a liquor license from the City of Plymouth and must obey all related regulations.

- 2) All alcohol served must be purchased by the PAC. The PAC has a **standard service list** of wine and beer. The standard list items can be served as part of a cash bar, or the client may open a 'tab' which will be billed after the event. Special requests for items not on the standard list may be accommodated if arranged in advance. Special request purchases will be billed in full to the client.
- 3) A representative from the PAC that holds a valid WI servers license must be on site during times alcohol is served.
- 4) The bar will close 15 minutes prior to the event ending time. The bartender will issue a last call. This 15 minutes is included in the bar time and allows for clean-up.

#### ADMISSION AND MERCHANDISE SALES

- 1) No admission fees, donations, contributions or any other fees shall be charged by the Client or by any party using the PAC unless approved prior to the event in writing. The PAC will receive a per ticket amount as noted on the Rental Request.
- 2) No merchandise of any kind may be offered for sale by the Client or by any party using the PAC unless approved prior to the event in writing.

#### RECITALS AND DRAMATIC PRODUCTIONS

- 1) All performance content is subject to pre-approval by the PAC Executive Director.
- 2) Recitals and performances must not interfere with regular PAC exhibits and programming.
- 3) Setup of chairs will be the responsibility of the Client. Any specific performance needs must be agreed to in writing prior the event.
- 4) The Client will be responsible for securing personnel to assist with directing guests to their seats, if needed.
- 5) Any signage and literature (brochures, Posters, tickets, playbills, etc.)that will be displayed or dispersed in conjunction to the event must be approved in writing prior to the event by the PAC Executive Director. Creation, display and dispersing of associated signage and literature is the responsibility of the Client.
- 6) If tickets are sold for an event held at the PAC, the PAC will receive an amount per ticket, as found on the Rental Request form. The PAC may sell tickets for the Client.

# Plymouth Arts Center

Rental Request

All requests must be submitted no less than four weeks in advance. A deposit of \$250 is due at time of reservation. The remaining balance is due no later than two (2) weeks prior to the event. Refer the Facility Use Contract for complete stipulations.

Event Date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_  
 Setup date/time: \_\_\_\_\_ Cleanup date/time: \_\_\_\_\_ \*includes set-up & clean-up time  
during business hours preferred  
 Type of Event/Title: \_\_\_\_\_ Est. Attendance: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

## Accommodations

	Capacity with Tables	Rental fee (4) hours	Totals
<b>GREAT HALL</b>	150	Fri/Sat Eve \$ _____ Other 4hrs \$ _____	\$ _____
Additional hours rental \$ each @ _____ hours			\$ _____
<b>CLASSROOM</b>	50	\$/____hr	\$ _____
<b>CONFERENCE ROOM</b> <small>(only w/other room rental)</small>	15	\$ _____	\$ _____
<b>BACK LAWN/FRONT PLAZA</b> <small>(no chrg w/great hall)</small>		\$ _____	\$ _____
<b>KITCHEN USE</b> YES ____ NO ____ <small>(use includes refrigerators, stove, microwave, sink &amp; prep surfaces only)</small>		no charge	
Dishwasher use		\$ _____	\$ _____
<b>Total Accommodations</b>			\$ _____

## Service (if applicable)

<b>BAR Service</b> (min 4hr service fee)	\$ _____	\$ _____
Additional hours service \$__ each @ _____ hours		\$ _____
<b>TECHNICIAN</b>	\$200	\$ _____
<b>CLEANUP</b> (\$25/hr, partial hr billed at \$25)	\$25/hr	\$ _____
<b>Total Service</b>		\$ _____

## Equipment Needs: (indicate quantity, if applicable)

____ Sm rnd Tables <small>(seat 4-6)</small>	____ Dance Floor Use (\$____)	____ Digital Piano (\$____)
____ Lg rnd Tables <small>(seat 6-10)</small>	____ Wireless microphone (\$____)	____ Steinway Piano (\$____)
____ 6ft banquet Tables	____ Tablecloths (\$_ea) <small>black/burgundy</small>	____ Easels (\$_ea)
____ Overhead CD/radio (\$____)	____ TV/DVD (\$____) <small>tech service not available</small>	____ Partitions (\$____)

**Total Equipment** \$ \_\_\_\_\_

**TOTAL DUE (2) TWO WKS PRIOR** \$ \_\_\_\_\_

Please indicate any special requests or set-up information:

I, the undersigned "Client" confirm the above date and time for the event at the Plymouth Arts Center "PAC" and have read and understand the contract and attached policies and procedures governing the use of the facility which are incorporated by reference herein and are made part of this contract. I understand that the Client, all event organizers and participants must comply with all applicable PAC rules, city ordinances and rules, State and Federal rules and regulations.

The undersigned agrees to indemnify and hold the PAC, their officials, employees, officers and agents harmless from any and all claims that occur during this event including but not limited to damages, death and personal injury. It is further agreed that all personal property brought on the premises shall be at the sole risk of the individual and that the PAC, their officials, employees, officers and agents shall not be liable for any injury, loss or damage to said property. The undersigned agrees to be responsible for any damage caused to said PAC facility or property whether done by mischief or negligence. By signing, I acknowledge that I have authority to bind the event organizers and acknowledge that I have received, read and understand the documents attached to this contract and agree to be bound by all contract requirements or as expressed to me by an authorized agent of the PAC. When approved by the PAC, duly signed by authorized representative of the PAC and the Client, and a valid deposit is received by the PAC, this contract shall be binding between the aforementioned parties as specified in this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fees: Accommodations: \$ \_\_\_\_\_  
Service: \$ \_\_\_\_\_  
Equipment Use: \$ \_\_\_\_\_  
Security Deposit: \$ 250.00

TOTAL DUE (2wks prior) \$ \_\_\_\_\_  
DATE DUE \_\_\_\_\_

**Security Deposit:** A security deposit is collected at the time of rental request, \$100 of which is a non-refundable booking fee if event is approved. After the facility has been satisfactorily inspected for cleanliness and damages, the remaining \$150 deposit will be refunded to the person whose name and contact information appears on this form. May be applied to bar bill, etc.

For Staff Use Only

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Deposit Paid: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ [ ] Cash [ ] Credit [ ] Check # \_\_\_\_\_

Additional Charges \$ \_\_\_\_\_

**Total Due 2 wks prior:** \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

After Event: #Tickets sold \_\_\_ x \$ \_\_\_ = \$ \_\_\_\_\_

Bar Bill \$ \_\_\_\_\_

Additional Cleaning, etc \$ \_\_\_\_\_

Incidentals/Damage \$ \_\_\_\_\_

**Balance Due day after:** \$ \_\_\_\_\_ Date Balance Paid: \_\_\_\_\_

Deposit Amount Returned: \$ \_\_\_\_\_ Date Returned: \_\_\_\_\_