



231 & 233 Court Street, Elba, AL 36323 | Post Office Box 373, Elba, AL 36323 | 334-494-2952

## Usage Rules

### These rules apply to the usage of The Elba Theatre

- 1) In the event these rules are disregarded, or other conduct is deemed harmful to The Elba Theatre, a theatre representative may immediately terminate this agreement and usher the user and their guests off the premises.
- 2) Decorations for an event may not be stapled, taped, wired, or otherwise attached to any interior walls, ceilings, lighting fixtures, furniture, or furnishings without prior consent from an Elba Theatre representative.
- 3) Use of tobacco is prohibited inside the facility, or within 25 feet of the exterior doors.
- 4) Animals, other than service animals, are not permitted in the building, without prior consent from an Elba Theatre representative.
- 5) All trash and garbage generated by the user and their guests must be collected in trash bags, tied shut, and placed in exterior trash receptacles or removed from the premises.
- 6) Furniture, furnishings, and other items displayed throughout theatre should not be moved or rearranged without prior consent from an Elba Theatre representative.
- 7) At the conclusion of the event, the user will be responsible for restoring The Elba Theatre to its pre-event condition. Damages caused by the action(s) of the user, vendors hired by the user, or guests of the user will be restored, repaired, or replaced at the expense of the user. This stipulation applies to all furniture, furnishings, or other Elba Theatre property which may be broken, damaged, lost, or stolen.
- 8) The user agrees to indemnify and hold harmless Restoration 154/Foundation 154 (the nonprofit owner of the Elba Theatre), its board members, employees, and representatives from any and all claims made by or on behalf of any person, firm, corporation, or governmental entity, arising from, or in connection with the use, possession, conduct, or entrance upon The Elba Theatre premises or from any activities or events done in or about the same, including, without limitation, from any and all costs, counsel fees, expense, and liabilities incurred in connection with any such claim and any action or proceeding brought thereon.
- 9) If it is necessary for Restoration 154/Foundation 154 to employ the services of an attorney to enforce any of the terms and conditions of this agreement, whether or not a lawsuit is filed, the USER agrees to pay all costs associated with enforcing this Agreement, including reasonable attorney's fees.
- 10) User must restore all HVAC settings to "auto" and to 80°F in the summer and 60°F in the winter.
- 11) User or their guests must not copy any keys to The Elba Theatre under any circumstances.
- 12) User must return all keys promptly to the owner at the conclusion of the event.
- 13) If keys are lost, there will be a \$100 fee to cover the cost of having the locks replaced and rekeyed.
- 14) User agrees to communicate thoroughly with The Elba Theatre staff/owner if rentals or any other items are to be picked up after the end of the event. Additional fees may apply, depending on the demand for the venue.



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## Permissive Use Agreement

### Event Information:

Event Date(s): \_\_\_\_\_ Event Time(s): \_\_\_\_\_

Event Name/Type: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Contact Person (aka "User"): \_\_\_\_\_

Phone: \_\_\_\_\_

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

### Rental Rates:

Monday – Thursday: \$275 per day OR \$55 per hour (3 hour minimum)

Friday – Sunday: \$325 per day OR \$55 per hour (3 hour minimum)

**Hours of Availability:** 7:00 a.m. – 11:00 p.m.

**Total Rental Due:** \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Amount Due: \$ \_\_\_\_\_

By signing below, I, \_\_\_\_\_, agree that I have read, fully understand and agree to comply with the Usage Rules, the Permissive Use Agreement, and the Cancellation Policy of The Elba Theatre.

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



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## **Cancellation Policy**

When notice of cancellation is given at least 30 days prior to the scheduled event, any funds paid will be refunded to the user.

When notice of cancellation is given less than 30 days prior to the scheduled event, 25% of the total cost of the event will be retained. Any funds paid which exceed 25% of the total cost of the event will be refunded to the user if the space is re-rented to another user for the same dates.

In certain extraordinary circumstances, this stipulation may be waived.