

TOWN OF ST. GEORGE LOURIE THEATER FACILITIES OPERATING AND RENTAL POLICIES AND PROCEDURES

The Lourie Theater is available for rent by the public for special events. Included are the Theater and annex facilities.

The administrative office for the Lourie Theater facilities is located in St. George Town Hall at 305 Ridge Street, St. George, South Carolina 29477.

Please read the following policies carefully and observe them fully.

1. Reservations: Reservations for the use of the Lourie Theater facilities shall be made on a first-come, first-serve basis. Reservations may be made up to twelve (12) months in advance. Requests for reservations must be made through St. George Town Hall, 305 Ridge Street, St. George, South Carolina 29477. Reservation information is also available by telephone at 843-563-3032. Reservations are not valid until a completed reservation form and all necessary information is submitted and a deposit fee equal to the damage/key deposit is received by the Town. The total anticipated rental fee must be paid at least two (2) weeks before the event. Rent for unanticipated additional hours or days (provided there is availability) will be due the last working day before the event. Keys may also be picked up the last working day before the event and returned the working day after the event.

2. Damage/Key Deposit Fee: The damage/key deposit fee is refundable within two (2) weeks after the event only if the facility and equipment are left undamaged and all keys are returned, or if the reservation is cancelled sixty (60) days prior to the event. The lessee is responsible for any damage to the facility or equipment during the rental period. The lessee may be charged an additional amount for repair, replacement, or major cleaning if costs are higher than the deposit fee amount.

3. Hours Available and Rental Fees: Rental hours for the Lourie Theater facilities shall be by the day (twenty-four (24) hour continuous period from 2:00 a.m. to 2:00 a.m.). The Lourie Theater facilities will be locked and secured at 2:00 a.m. Additional rental time by the day or hour, as indicated in Paragraph 1 above, may be available provided the additional hours do not conflict with a next day or subsequent rental. Any additional, hourly rental time will also involve additional costs for the Town Attendant(s)'s additional hours. **See the rental agreement for the exact costs of rental.**

4. Smoking: Smoking is not allowed on the Lourie Theater facilities property, including within the Lourie Theater facilities and the parking area to the rear and side of the Lourie Theater facilities.

5. Capacity: The Theater has a capacity of 270 persons downstairs 59 persons upstairs and the annex has a capacity of 60 persons, standing only; 43 chairs only; and 20 for seated meals and conferences.

6. Security of Town Property/Town Attendant: A town employee or another Town designated person will be present at all events to oversee the Lourie Theater facilities and to lock and secure the Lourie Theater facilities after the event. For all events exceeding six (6) hours in duration, the lessee shall pay an additional hourly rate for those hours in excess of six (6) hours for the Town Attendant required under this **Section 6**. Further, at the lessee's expense, for events with 200 guests or more a **second** such Town attendant will be required, beginning thirty (30) minutes prior to the event and

through 2 a.m. at the end of the event, the full costs of which shall be the responsibility of the lessee. **See the rental agreement for the exact costs of rental.**

7. Parking: Parking is available on Parler Avenue, on near-by side streets and at the rear of the Lourie Theater facilities.

8. Catering Provisions: Lessees may use the warming kitchens. The annex kitchen has limited space and appliances. Dishes, utensils, pots, tablecloths, etc. are not provided. The lessee is responsible for the cleaning of the kitchen.

9. Town Equipment and Furnishings: The Town of St. George provides, if Lessee requests and subject to additional rental fees, some equipment and furnishings. A list of available equipment and furnishings, and the associated additional rental fees for their use, is available at Town Hall. Electrical outlets are placed throughout the Lourie Theater facilities. In order to protect and preserve the flooring in the Lourie Theater facilities, it is required that the Lessee use and rent the Town's tables and chairs, if tables and chairs are to be used by the Lessee. The Lessee is not allowed to use tables and chairs in the Lourie Theater facilities from any source other than the Town, unless a unique chair or table is desired and has been pre-approved in writing by the Town following a visual inspection being conducted by the Town.

10. Open Access: The Town of St. George reserves the right to open and unfettered access at all times to all space occupied by the lessee.

11. Liability: The lessee is responsible for any damage or breakage to any portion of the Lourie Theater facilities, equipment and furnishings and agrees to repair/replace in full any damage done to them during the contract time by event participants. The lessee also agrees to hold harmless the Town of St. George in any way for accident or injury which may occur to a participant. The lessee shall also indemnify, hold harmless and defend the Town from and against any and all claims, actions, damages, liability and expense, including, but not limited to, attorney's and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the lessee of the Lourie Theater facilities or any part thereof, occasioned wholly or in part by any act or omission of the lessee, its officers, agents, contractors, employees or invitees.

12. Sign and Decoration Placement: No nails, tacks, chemicals, paints, toxic materials, tape, glue, tacky substances, or other adhesive materials may be used on the walls or other surfaces of the Lourie Theater facilities.

13. Sublease Prohibited: The lessee shall not assign or sublet the Lourie Theater facilities without written consent of the Town.

14. Lessee's Responsibilities: The lessee or his/her/its designee must be present during preparation, the event and clean-up times. A cleanup checklist will be provided. A designated Town official or employee will address any problems or concerns with the lessee. Facility clean-up and removal of lessee's personal properties are the responsibility of the lessee. All of lessee's personal properties must be removed immediately after the event. The Town is responsible for moving the Town's furnishings, equipment and routine cleaning.

The lessee is responsible for assisting any disabled person attending the event.

Ramps and doorways may not be blocked at any time in case of emergency evacuations.

15. Special Requirements: As determined by the Town, requests to use the Lourie Theater facilities for unusual events may require the approval of the Fire Marshall.

16. ADA Compliance: The lessee warrants that it is in compliance with the Americans with Disabilities Act (P.L. 101-336), and that the lessee will in the carrying out the requirements of this lease, comply in all aspects with the provisions of the Act and its implementing regulations.

17. Plaques/Signage/Wall Hangings: The Theater and annex facilities have important plaques, signage and wall hangings. To avoid damaging the plaques, signage and wall hangings, they **may not** be moved. Doing so will result in the **forfeiture** of the **Damage Deposit Fee**.

18. Alcohol: Alcoholic beverages may be served inside the Lourie Theater facilities. Alcoholic drinks may not be taken out of the Lourie Theater facilities for consumption. The lessee must: (i) show proof of liability insurance with a special events alcohol clause, (ii) secure a caterer who has the requisite insurance and show proof of such insurance to the Town, or (iii) in the absence of providing proof as indicated in (i) or (ii) above, state that no alcohol will be served. If alcohol is to be sold, the lessee must obtain the appropriate license.

Lessee's initials as to Paragraph 18

**Alcohol will be served and proof of insurance
Has been provided _____ (Lessee's initials)**

Alcohol will not be served _____ (Lessee's initials)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the day and year first above written.

LESSEE:

Name (print)_____

LESSOR:

Town of St. George

By: _____

Name: _____

Title: _____

**LOURIE THEATER FACILITIES
RENTAL AGREEMENT**

Date(s) of Event _____ Number of Guests _____

Type of Event _____

Lessee _____

Refund Deposit to _____

Address _____ City/State _____ Zip _____

Telephone Number Home _____ Work _____

Event Opening Time _____ Closing Time _____

Caterer _____ Telephone Number _____

Attach Setup Instructions

****IMPORTANT: Deposit and/or rental fees are forfeited when events are cancelled less than sixty (60) days prior to scheduled event.**

	Annex Only	Both Theater & Annex	Total
FEES: Per day	\$ 350.00	\$ 450.00	\$ _____
Damage/Key Deposit Fee (in cash, refundable if no damage and keys returned)			<u>\$200</u>
Rehearsal /decorating \$50.00 per day			_____
			Total Due: _____
			Less Deposit: _____
Balance Due (no later than _____)			_____

Lessee agrees to indemnify the Town of St. George and hold the Town of St. George harmless from all damages, injuries, liabilities, losses and expenses incurred by any person or party in any way from the lessee's use or rental of the Lourie Theater facilities, equipment and furnishings. Lessee also releases the Town of St. George from all damages, injuries, liabilities, losses and expenses incurred by the lessee in any way from its use or rental of the Lourie Theater facilities, equipment and furnishings. We agree to all the conditions and terms listed in the attached Operating and Rental Policies and Procedures.

Signature of Lessee _____ Date _____

Accepted by Town of St. George _____ Date _____

Refund date (or explanation for no refund) _____

Town contact _____ Phone Number _____