

Appendix C

Stowe Theatre Guild Akeley Memorial Building Theater Use Policy & Agreement

General:

Through the Stowe Theater Guild, the Town of Stowe allows use of the Theatre to individuals and organizations that agree and adhere to all the rules set forth in this policy & Contract. All users of the space must adhere to the regulations and fees included in this policy unless waived by the Stowe Town Manager or his designee.

Priority:

Users of the theater shall not unreasonably interfere with the business use of the building (e.g. noise, unruly behavior, etc.) during normal office hours Monday-Friday from 8am to 4:30pm. No use shall be permitted during regularly scheduled Selectboard, Planning Commission, Conservation Commission, Historic Preservation Commission and Development Review Board meetings.

Reservations:

All use must be scheduled and approved in advance by the Stowe Theatre Guild. Reservations shall be made by calling 802-253-3961 or emailing info@stowetheatre.com.

Occupancy:

The Theatre's use capacity is limited to and cannot exceed 180 occupants and is also dependent on arrangement of tables and chairs. Users shall be responsible for ensuring that all ingress and egress areas are unobstructed. We suggest that renters view the facilities before the event and discuss set-up with the facilities coordinator to determine maximum capacity.

Equipment:

All lighting and sound equipment are owned by the Stowe Theatre Guild. Use of this equipment requires written permission of the Stowe Theatre Guild and is subject to additional fees, as outlined in the STG Equipment Rental Agreement. Stowe Theatre Guild is not responsible for any liability, claims, costs or expenses arising from use of its equipment. The equipment is rented without warranty or guarantee of any kind, expressed or implied. Stowe Theatre Guild makes no warranty or representation, either expressed or implied, as to the fitness, design or condition of, or as to the quality or capacity of our equipment. User accepts responsibility for damage to equipment except for normal wear and tear. User is responsible for expendables such as lamps, batteries, tape, color, patterns, etc.

An STG Technician is required when equipment is rented.

Staff and Security:

User is responsible for securing all entrances to the building, including doors, window and the fire escape. The user must pick up a key from the Stowe Theatre Guild or Town Managers office no more than 72 hours before the event. Users may return the key to the drop box in the main entrance doors. Failure to return the key may result in the user being denied future use of the Theatre.

Restrictions:

Smoking is strictly prohibited anywhere in the Akeley Memorial Building.

There shall be no open flames, fireworks, explosives, firearms or weaponry of any kind anywhere in the Akeley Memorial Building.

Animals, other than service animals, are prohibited.

The use of tape, wire, staples, nails, tacks, glue and similar items used for securing decorations to surfaces must first be approved by the Stowe Theatre Guild. Banners may be hung with approval and supervision of the Stowe Theatre Guild.

Living plants and fresh flowers must be delivered and removed the day of the event.

Set-up and Clean-up:

The user is responsible for ensuring the Theatre and public spaces (including hallways, stairs, bathroom and elevator) are returned to their original condition. This includes returning equipment, tables, and chairs to their original storage spaces.

All garbage must be removed by the user at the end of the event.

If additional cleaning is required following the event, user will be charged a rate of \$25/hour.

Food and Beverage:

Food, beverage, linens, dinnerware, and all other catering supplies must be supplied by either the user or the user's caterer. The user or the user's caterer is responsible for cleanup and removal of all food, equipment and garbage from the Akeley Memorial Building on the day of the event.

Alcohol may only be served (both complimentary and sold) by an approved caterer with a current liquor license and permit to serve in the building on the date(s) of the event. A copy of the license and permit must be supplied to Stowe Theatre Guild prior to the event.

The user or user's caterer must comply with all applicable laws and liquor regulations and is required to indemnify, protect and hold harmless the Town of Stowe, its officers and staff from and against any and all death, injury, losses, costs, damages, claims, demands, and expenses resulting from the serving of alcoholic beverages at the event. The Caterer must provide Stowe Theatre Guild with a Certificate of General Liability Insurance with the Town of Stowe as a listed additional insured for the combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

Indemnification:

User agrees to indemnify and hold harmless the Town of Stowe, its officers and employees and the Stowe Theatre Guild from all accidents, injuries, actions, losses, damages, claims or liability that may occur as a result of the use of Theatre and/or event, and incurs and assumes all responsibility for all accidents, injuries, actions, losses, damages, claims or liability by not adhering to the rules, policies and guidelines as established in this policy.

User further agrees to provide Stowe Theatre Guild with a Certificate of General Liability Insurance with the Town of Stowe listed as an additional insured with no less than one million dollars (\$1,000,000) per occurrence to protect the user and the Town of Stowe and its officers and employees against any claims on such death, personal injury or property loss or damage. The user will not violate, nor permit the violation of, any federal, state or local law or regulation in connection with the function, including but not limited to the illegal sale or serving of alcoholic beverages, any illegal gambling or any breach of peace.

Fees, Payment & Deposit:

There will be no cost to the Stowe Municipal Government, Stowe Schools, non-profit organizations whose primary mission is to support the Stowe Municipal Government (i.e. Friends of the Library, Stowe Rescue, etc.) or non-profit organizations that receive Town Appropriations to hold meetings in the Theatre. For uses outside of meetings, they will be subject to fees.

Rates:

The standard rental rates are \$20 per hour or \$100 per day. Organizations that qualify as 501c(3) entities will pay a reduced rental fee of \$10 per hour or \$60 per day.

Users are subject to a staff fee and/or cleaning fee as outlined above.

Equipment and technicians are available for additional fees per the STG Equipment Rental Agreement. At no time will STG charge more than the local rates for such rentals.

A 50% deposit of the total fee must accompany the signed Policy & Use Agreement. The deposit, less \$50, will be returned if the event is cancelled more than 24 hours before the scheduled event. Cancellation notice less than 24 hours before the event will result in forfeiture of the entire deposit.

Payment in full must be received prior to the use of the space. Payments may be made in cash or check.

Signs and Promotion:

The Stowe Theatre Guild is allowed one double-sided billboard, no larger than six (6) feet by six (6) feet, placed on the sidewalk in front of the Town Hall no more than one week prior to the event(s). Displays within the Town Hall shall be free-standing (nothing shall be attached to the walls) and shall not block public passageways. All signage must be approved and scheduled through the Stowe Theatre Guild to assure adherence with the signage limitations.

Advertising must avoid any inference that the event is sponsored, co-sponsored or approved by the Town of Stowe.

All signing must conform to the Town's zoning regulations.

Non-Compliance:

The Town, its officers, and employees, as well as the Stowe Theatre Guild Staff, shall have the right to enter the Facility at all times during the Event to confirm user's conformance to this policy. If the Town or Stowe Theatre Guild determines, in its sole judgement, that User has breached the policy, the Town or Stowe Theatre Guild shall have the right to immediately terminate the Use Agreement prior to the expiration of its term and prior to the conclusion of the event without any refund to the User.

Any individual or group who does not comply with this Policy may be denied future use of the Theatre at the Town Manager's discretion.

Appeals to a denial of use determination by the Stowe Theatre Guild may be made to the Stowe Town Manager.

Akeley Memorial Building Theatre Use Agreement

The Town of Stowe and Stowe Theatre Guild is allowing use of the Akeley Memorial Building Theatre, located on the second floor of the Akeley Memorial Building at 67 Main Street, Stowe, VT, for the following:

Name of Organization/User: _____

Contact: _____

Address: _____

Phone/Email: _____

Event Date and Time (including set-up and clean-up): _____

Brief Description of Event: _____

Fees:

Hourly Rental Fee	Cost	Hours / Days	Total
501(c)(3) organization (copy required)	\$10/hour or \$60/day		
Standard rental	\$20/hour or \$100/day		
	Total:		

Rates include all move-in, strike, and clean-up.

Cleaning fee of \$25/hr may be assessed after the event if policy is not followed.

Equipment or technician needed (please check here if yes): _____

Equipment and technicians are available for additional fees per the STG Equipment Rental Agreement. An STG Technician is required when equipment is rented.

Payment policy:

A 50% deposit of the total fee must accompany this signed Agreement. The deposit, less \$50, will be returned if the event is cancelled more than 24 hours before the scheduled event.

Cancellation notice less than 24 hours before the event will result in forfeiture of the entire deposit.

Checks for rental fees should be made payable to Stowe Theatre Guild. You can mail checks to PO Box 1381, Stowe, VT 05672, or give them to the technician at the theatre. Technical staff are independent contractors and not employees of Stowe Theatre Guild, payment should be made directly to them.

For single-day productions, payment in full is required before the show begins (on that day or prior); for multi-day productions, payment in full is required before the last show. For organizations such as schools and other non-profit groups, some or all fees may be reduced. (labor, expendables excluded).

The signing of this Agreement constitutes an agreement by the undersigned to adhere to the rules of the Akeley Memorial Building Theatre Use Policy and all laws, rules, regulations and

ordinances and to ensure that no member of the group violates the rules set forth. Please retain the policy, listing the guidelines, restrictions and requirements for use of the Theatre, for your records.

50% Deposit received: _____ Payment in full received: _____

Certificate of Insurance received: _____

Liquor Permits received: _____

Representative/User Signature

Date

Approval Signature

Date