



The Booker T. Theater
170 East Thomas Street, Rocky Mount, NC 27801

Facility Use Application

RESERVATIONS ARE NOT HELD WITHOUT COMPLETED APPLICATION AND REQUIRED NON-REFUNDABLE BOOKING FEES

CONTACT INFORMATION (Please Print)

Date of Application: _____

Applicant's Name: (One name)

Organization (if applicable): _____

Address: _____

Street City State Zip Code

Billing Address (If different):

Street City State Zip Code

Phone: _____ Cellular Phone: _____ E-mail: _____

EVENT INFORMATION (Please Print)

Minimum of 2 hours rental required Monday through Friday, and 4 hours minimum hours on Saturday and Sunday.

Rental Day (of week): _____ Rental Date: _____

Total number attending the event: _____ **Event Type:** _____

Hours of Use: _ _____ **From:** _____ **To:** _____

Describe the Event (include decorations:

WILL ALCOHOL BE SERVED? Circle One: YES or NO

IF "YES" a \$50.00 NON-REFUNDABLE alcohol administration fee is due at the time of booking, along with your facility rental non-refundable booking fee made payable to the City of Rocky Mount.

IS POLICE SECURITY REQUIRED? Circle One: YES or NO

NON-REFUNDABLE BOOKING FEE: A non-refundable booking fee of \$500.00 or total amount of your application, whichever is less, must be paid at the time of application submittal. Reservations will not be held without completed application and booking fee.

BALANCE: Any balance showing after the initial non-refundable deposits must be paid at least 30 days prior to the event date.

CANCELLATION AND REFUND POLICY: Renter receives a 100% refund if the Parks and Recreation Department cancels the event reservation, 85% refund less the non-refundable fee if the customer cancels the event reservation at least 30 days prior to the event date. No refund if the customer cancels the event less than 30 days in advance of the event date.

Signature of Renter _____ **Date:** _____



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RENTAL RATES (Per hour rates): Sunday through Saturday

City Resident or Non-Profit Organizations (501C3)	\$125.00 (per hour)
Non-City Resident	\$188.00 (per hour)

Rental hours include decorating, event and cleanup time. Booker T. Theatre rental fee includes all available equipment and supervision of the event. A request must be made to reserve the projector system and microphones with stands.

General Information

HOURS OF USE: Sunday through Thursday (8:00AM – 12:00AM) and Friday and Saturday (8:00AM – 1:00 AM). The Booker T. Theater is closed on New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve, Christmas Day and the Day after Christmas...

CAPACITY: **Tables and chairs – (Banquet) 110.** Standing/floating receptions (no tables/chairs), 330. Chairs only, including the balcony seating, 235. Capacities are based on type and style of the event setup, **and will be adjusted accordingly.**

CONTRACT APPROVAL: Events will be reviewed and determined whether appropriate for the Booker T. facility prior to approval of application. Renter will be notified within three (3) business days regarding the application approval.

SUBMISSION OF RENTAL CONTRACT

Please submit completed application along with any non-refundable deposits to:

The Imperial Centre for the Arts and Sciences
Facility Rental Coordinator
270 Gay Street Rocky Mount, NC 27804

For questions regarding the application process, please contact:

Kimberely Daniels - (252) 972-1342

Email: Kimberely.Daniels@rockymountnc.gov

Credit cards, checks and money orders and cash accepted.

Please make all Checks and Money Orders payable to: **The City of Rocky Mount**

Non-refundable facility booking fee \$ _____ Non-refundable Alcohol Fee (if applicable) \$ _____

Total Amount of Contract \$ _____ Amount Paid \$ _____ Balance Due \$ _____

Contract Balance Due date: ____/____/____ ABC Forms Due Date (if applicable) ____/____/____

(The balance and ABC forms are due one month prior to the date of the event)

I understand that failure to submit the ABC forms 30 days prior to the event will result in denial to serve/sell alcohol.

_____ (Initials) **(Payments are conducted in two payments; initial and final)**

Signature of Renter _____ Date: _____

Imperial Centre Facility Approval by: _____ Date: _____



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RENTAL TERMS AND CONDITIONS

1. *Facility Use Applications* must be submitted and approved by the rental coordinator at least 30 days prior to the event and no more than 12 months in advance. **Rental reservations will not be held without a completed application and the non-refundable booking fee(s).**
2. The rental payment balance is due 30 days prior to the event. **If the balance is not received, the event duration will be adjusted to equal the paid amount.**
3. If there is interest in serving alcohol during a rental, review and follow the *Procedure for Obtaining Permission to Serve Alcohol* document on pages 7-8.
4. **Campaign speeches or other political activities by individuals seeking an elective office shall not be conducted on the premises of any city property.**
5. Non-profits must provide specific details about the event, documentation of 501C tax status with application, and **submit deposit payment by non-profit organizational check or credit card.**
6. **Ticketed (for profit) events not allowed by any organization.**
7. **Seating capacities may be adjusted to be in compliance with any Executive Order(s) set forth.**
8. Access to the rental space will not be permitted prior to the set-up start time designated by the renter on the application. **It is the renter's responsibility to ensure all vendors hired (caterers, DJ's and bands) enter and exit the building per the time indicated on their contract.** Cooking is not allowed in the facility.
9. **The rental coordinator is available for up to 2 (post) meetings with the renter prior to the event.**
10. **Day of event time extensions are not available.** If the renter and/or renter's vendors surpasses the agreed upon contracted time in excess of 30 minutes, the renter is invoiced by the City of Rocky Mount for additional rental time at two (2) times the rate.
11. Rocky Mount Police Department security is required for the duration of all events serving alcohol and/or ending after 10PM at the renter's expense.
12. Police Department Security must be provided at the renter's expense if deemed necessary by the Rocky Mount Parks and Recreation Department.
13. The renter is responsible for replacement or repair of broken or damaged facility property that may occur during their event.
14. Any equipment rented from another source or provided by the renter or vendor is subject to approval by the Rental Coordinator. The renter is responsible for contacting and contracting all rental needs and vendors.



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15. The Booker T. Theater staff is responsible for the set up and strike of the facility's equipment.
16. Decorations are limited to free standing or table top items only. They may not be adhered (nor draped) in any fashion to the facility walls, columns, windows and/or ceilings. **(Only non-helium balloons are allowed within our facilities). Confetti of any type or loose glitter is not allowed.**
17. All items furnished by the renter must be removed from the rental area within the designated **end time** on application.
18. The renter must leave the facility clean and in the condition prior to the rental including sweeping, dust mopping, disposal of any spilled liquids, and all trash placed in provided receptacles and bags tied at the top.
19. The renter is responsible for replacement or repair of broken/damaged facility property incurred by the renter, guests or hired vendors. An invoice will be issued within 45 days after event has occurred.
20. The Booker T. Theatre is not responsible for any lost, stolen, damaged, or destroyed property/items while on the premises.
21. Smoking **(or vaping)** is prohibited anywhere inside the Booker T. Theatre and within 25 feet of all entrances and exits.
22. Children must be supervised at all times.
- 23. Renter is responsible for maintaining person capacity of rental spaces during use. Overages may result in a fine per city ordinance.**
24. A draft of the flyer for all advertised events must be sent to the Booker T. Theatre Rental Coordinator 2 weeks prior to distribution for approval.
25. The Booker T. Theatre will not produce, publish or distribute printed information or signage associated with the renters' event.
- 26. The rental coordinator or a designee is onsite for the duration of your contracted time in the space.**
27. Rentals events and activities taking place at the Booker T. Theater may be photographed for use in marketing of the facility and the Parks & Recreation Department.
28. The Booker T. Theatre reserves the right to change the setup of any event to provide adequate safety and protection to its facility and guests.
- 29. The renter entering into a Rental Agreement to host an event at the Booker T. Theatre must complete the release and indemnity form provided. If serving alcohol, a general liability and liquor liability insurance policy is required for the date of the event.**



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Acknowledgement

I have read and acknowledge the **Rental Terms and Agreement** and the **Procedure for Obtaining Permission to Serve Alcohol** for a Booker T. Theatre rental. I understand my responsibility as the renter, and I agree to abide by the terms. This agreement serves as your invoice. **Unless other charges are incurred, no invoice will be sent.**

Signature of Renter: _____ **Date:** _____

Application Approval by: _____ **Date:** _____

THIS RELEASE AND INDEMNITY AGREEMENT made and given this ____ day of _____, 20__

By _____ (whether one or more, the “Indemnitor”) to the City of Rocky Mount, North Carolina, its elected officials, agents, and employees (collectively the “City”);

WITNESSETH:

WHEREAS, the City owns or has an interest in a certain lot or parcel of real estate identified as **The Booker T. Theater**, located at **170 East Thomas Street, Rocky Mount, North Carolina 27801** (the “Property”); and WHEREAS, Indemnitor has requested permission to use such property for the following purpose or purposes:

(Whether one or more, the “Activity”); and WHEREAS, in order to induce the City to permit Indemnitor to use the Property for the Activity specified, the Indemnitor has agreed to release, indemnify, and hold harmless the City to the extent herein below provided. NOW, THEREFORE, in consideration of being granted the right to use the Property, the Indemnitor hereby agrees to:

- (i) RELEASE, ACQUIT, AND FOREVER DISCHARGE the City from any and all claims, losses, damages, or liability (present or future), on account of injury to persons or property, including injury resulting in death, arising out of or any way connected with the use of the Property for the Activity specified above, or for any other activity or activities at the Property by the undersigned Indemnitor during the term of this Release and Indemnity Agreement; and
- (ii) INDEMNIFY, DEFEND, AND HOLD HARMLESS the City from and against any and all claims, losses, damages, or liability (present or future), and all costs, charges, and fees (including court costs and reasonable attorney’s fees) related thereto, arising out of, or in any way connected with the use of the Property by the undersigned Indemnitor, or anyone using the Property under the auspices of the undersigned Indemnitor, or with the implied or express consent or the undersigned.

It is understood and agreed that the City makes no representation or warranty, express or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned Indemnitor assumes the risk of any loss, damage, or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except the Activity specified above except with the consent of the City or it’s duly authorized representative.

It is further understood and agreed that if any term or provision of this Release and Indemnity Agreement, or the application thereof to any person, firm, corporation, or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release and Indemnity, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release and Indemnity Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned has carefully read this Release and Indemnity Agreement and executes it voluntarily in his or her duly authorized, official capacity on behalf of the Indemnitor.

This the ____ day of _____, 20__.

Signature of Indemnitor



THE CITY OF ROCKY MOUNT
PROCEDURE FOR OBTAINING PERMISSION TO SERVE ALCOHOL

A written request (or the attached form-“Permission to Serve Alcohol”) must be submitted to the Imperial Centre Rental Coordinator one month in advance of the event. Proof of insurance and an ABC permit must accompany this request. The request must include event name and date, name of facility space being rented, type of alcohol being served, hours it will be served and hours that security will be provided. This request will be forwarded to the City Manager’s office, who shall determine the approval of the documents.

Alcoholic beverages may not be served for more than (4) four hours and cannot be served during the last 30 minutes of the event regardless of length. No exceptions will be made.

The alcoholic beverages must be dispensed in accordance with the General Statutes of the State of North Carolina. The ABC Commission should be consulted for the applicable permit required for dispensing alcohol beverages. This is a separate State of North Carolina process. Applicants should allow adequate time to complete.

www.ncabc.com
Main number: 1-919-779-0700
Fax number: 1-919-662-3583

Mailing Address:
North Carolina Alcoholic Beverage
Control Commission

4307 MAIL SERVICE CENTER
Raleigh, NC 27699-4307

Location Address:
North Carolina Alcoholic
Beverage Control
Commission
400 E. Tyson Road
Raleigh, NC 27610

Permit questions: (919)948-7941

No one under the age of 21 may be served alcoholic beverages.

Applicant will be required to hire off-duty law enforcement officer(s) for the event. Determination will be made for this requirement prior to the issuance of the permit and is at the discretion of the Rocky Mount City Manager based on the nature, character, time, size, history and location of the event.

The applicant shall have general liability insurance with host liquor liability coverage endorsement or event liability insurance which shall provide coverage in the event of an incident resulting from the serving of alcoholic beverages at the function. The City of Rocky Mount shall be name as a co-insured in such policy. The minimum amount of coverage shall be \$1,000,000.

The use of alcoholic beverages shall be in a controlled area specifically identified in the Facility Use Agreement and the ABC Permit. Failure to comply with this requirement may be grounds for denial of future requests.

Additional liability insurance may be required with the City of Rocky Mount identified as co-insured. Determination will be made for this requirement prior to the issuance of the permit and is at the discretion of the Rocky Mount City Manager based on the nature, character, time, size, history and location of the event.

A standard waiver of liability and/or hold harmless agreement shall be executed by the applicant releasing the City of Rocky Mount of any liability associated with the serving of alcoholic beverages on City property.

A Facility Use Agreement will be executed by and between the City of Rocky Mount and the non-profit organization or private group which will be binding and failure to comply with the terms and conditions of the agreement may result in denial of future requests by the requesting party. It is the renter’s responsibility to contact the ABC Board to determine the applicable permit required for their event. A copy of any permit issued must be provided to the Facility Rental Coordinator at least one month prior to the event. It will be the renter’s responsibility to hire bartenders. **No alcoholic beverages are allowed outside of the event room(s) including outside of the building.** The renter assumes all liability in regard to alcoholic beverages served and consumed during their event. In order to maintain safety, the Parks and Recreation staff reserves the right to request guests that are perceived to be overly intoxicated to leave the premises. Host of the event shall be responsible for providing designated drivers or other means.



Checklist to Submit a Request to Serve Alcohol Application

Please check the appropriate box to show that you have completed or included the document with this request.

Return to rental office by _____. (One month prior to event date)

Keep a copy of the application for your files.

Applicant (Print) _____ Signature _____ Date: _____

Rental location _____ Event Date _____ Time _____ to _____

Alcohol will be served between the hours of: _____ and _____

ITEMS TO INCLUDE:	
Checklist for submitting a complete application and \$50 processing fee paid to the City of Rocky Mount.	
Applicant's completed rental agreement	
Applicant's completed release and indemnity	
Applicant's certificate of insurance in the amount of \$1,000,000 identifying the City of Rocky Mount as the co-insured	
City of Rocky Mount Police security has been arranged from the hours of _____ to _____. Contact Sgt. John Denton, (252) 972-1475 or david.bowers@rockymountnc.gov by _____. (One month prior to the event date).	
<p>NC ABC Commission Limited Special Occasion Permit IN THE NAME OF THE APPLICANT ON CONTRACT. <i>The permit, application and insurance must be in the same name.</i> The ABC Commission does not require a permit for beer and wine; this is a requirement of the City of Rocky Mount to serve <i>any</i> type of alcohol in a City facility. The items below are required by the ABC Commission to receive the Limited Special Occasion Permit. These items are subject to change by the ABC Commission.</p> <ul style="list-style-type: none"> A. Complete the application by printing in ink. B. Application must be notarized. C. Fee is \$50.00 submitted by certified check, cashier's check or money order made payable to the NC ABC. D. Submit a copy of the lease/rental agreement or complete "Lease Information Box" on the back of this form. E. Submit a certified copy of the applicant's Criminal Record. May be obtained from the Clerk of Court in the county in which you reside. <p>Non-profit organizations are required to receive a Special One-Time Permit additional requirements may apply.</p>	

Office Use Only

Rental Staff Signature: _____ Date: _____

Recreation Superintendent's Signature: _____ Date: _____

Director of Parks & Recreation's Signature: _____ Date: _____

City Manager's Signature: _____ Date: _____