

SPECIAL EVENTS CONTRACT
THE LANTERN THEATRE
1021 Van Ronkle
Conway, AR 72032

CLIENT _____

PHONE NUMBER _____

DATE OF EVENT _____

EVENT TIME: _____ AM/PM TO _____ AM/PM

CHARGES: \$ 200 for the rental of LANTERN THEATRE, including outside garden, beginning at 9:00 am on event day and ending no later than midnight.

The LANTERN THEATRE allows use of its stage lighting under the following conditions:

- 1) Room rental increases to \$250 per day.
- 2) CLIENT must pay a \$10/hr. fee for an individual of LANTERN THEATRE'S choosing to set-up, focus, operate and/or be present during the time stage lighting is required. There are no exceptions to this policy.
- 3) CLIENT must estimate the time needed for set-up, focus, and operating time PRIOR to the event and include that monetary amount in fee payment. Any additional difference in time estimated will be deducted from damage deposit. If a refund on any of this fee is due, it will be returned with the damage deposit.

The fee for room rental will include 80-100 padded chairs, use of reception desk and lobby area, plus use of the green space. Special equipment requirements are the responsibility of the CLIENT and must be approved by The Lantern Theatre facilities manager. The Lantern Theatre does not supply tables. There are no kitchen facilities, therefore, all food must be conveyed to the theatre already prepared. **Fire codes restrict the capacity of attendance to 99 people.**

Room rental, plus stage lighting fees (if required), are due when room is rented. A damage deposit of \$300 is also required. The space is not considered booked until full fees are received and this contract is signed.

CANCELLATION POLICY: In the event the CLIENT should cancel this contract within 72 hours of signing the contract, CLIENT agrees to pay LANTERN THEATRE a fifty dollar (\$50.00) administration fee, to be deducted from the CLIENT'S fees. In the event LANTERN THEATRE cancels the contract within the first 72 hours, then the CLIENT'S deposit will be fully refunded. Should CLIENT cancel this event after seventy-two hours following execution of this contract, the CLIENT will forfeit 50% of the total fees, less the damage deposit, which will be totally refunded. This includes the estimated stage lighting fee, if required.

It is agreed that if no charges are incurred during the function and there is no damage to the room or its contents, the entire damage deposit will be refunded within ten business days of the event. CLIENT agrees to pay a \$25.00 service charge for all returned checks.

LANTERN THEATRE reserves the right to collect from CLIENT any charges and/or damages not covered by the damage deposit incurred by CLIENT'S use of the room.

CONDITIONS: CLIENT represents that he/she is not representing, either partially or wholly, a social fraternity or sorority of a college or university for the purpose of a social party or dance. Other fraternity/sorority events may be approved depending on the nature of the event. In the event that CLIENT misrepresents the purpose of event, LANTERN THEATRE has the unilateral right to cancel or terminate event and CLIENT would be the liable party for cancellation fees as previously stated.

CLIENT may have access to the room to decorate beginning at 9:00am on event day.

All bars must be "hosted", i.e. an individual must be present at the bar at all times. The SALE of liquor is illegal without a liquor license. If you plan to sell liquor, an approved license must be submitted to LANTERN THEATRE prior to the event.

Decorations must comply with fire ordinances and may not be fastened to the walls or ceiling. NO EXCEPTIONS. DO NOT ATTACH ANY DECORATION TO THE WALLS OR CEILING OF THE LANTERN THEATRE. Do not remove the lanterns hanging on the walls.

Smoking is prohibited inside the theatre. Smoking is allowed in the garden area. Please use appropriate containers for cigarette butts.

All trash, decorations, or other debris must be removed from the room, placed in trash bags (provided) and then placed in the green trash can immediately following the completion of the function.

All rented tables, decorations, and other items must be cleared from the space before departure. Chairs should be stacked against the walls in an orderly fashion.

Any labor required by LANTERN THEATRE personnel to clean the room or grounds following your event will be done so at a charge of \$25.00 per labor hour. Please see Exhibit "A" for a description of items that our staff will consider when evaluating the cleanliness of the room.

CLIENT is responsible for locking the door to the garden area and front door upon leaving the building. DO NOT LOCK THE DOOR KNOB LOCK ON THE FRONT DOOR. The front door must be locked from the outside. The key should then be deposited in the mail slot at the bottom of the door. Failure to return the key will require the lock to be re-keyed at CLIENT'S sole expense. An amount of \$200.00 will be deducted from the damage deposit to complete the re-keying.

CLIENT AGREES TO THE FOLLOWING: The theatre and surrounding grounds are accepted "as is" and by execution of this Agreement and taking possession of the space, CLIENT shall be deemed to have accepted the theatre as being in acceptable order, condition and repair.

CLIENT agrees to refrain from using any theatrical scenery, platforms, supplies, or other items stored at the LANTERN THEATRE for play production.

CLIENT agrees to inspect the theatre prior to signing contract to ensure suitability of the room for the planned event and the anticipated guests or supporting equipment.

CLIENT shall indemnify, defend, and hold LANTERN THEATRE harmless from and against any and all damages, losses, claims, judgments and costs (including attorneys fees), unless caused solely by gross negligence or willful misconduct by LANTERN THEATRE'S officers, employees, agents or contractors, arising from CLIENT's use of the theatre and grounds.

CLIENT agrees to be responsible for any damage done to the room or any other part of the site by the CLIENT, his/her guests, invitees, employees, independent contractors, or other agents under the CLIENT's supervision.

The LANTERN THEATRE will not assume or accept responsibility for conditions beyond the control of the LANTERN THEATRE or damage to or loss of any merchandise or articles left in the room prior to, during, or following the CLIENT's function.

Alcoholic beverages shall not be consumed by anyone under 21 years of age. In accordance with City Ordinances, alcoholic beverages must be consumed within the premises. Any violations of this law would threaten the potential liabilities of the LANTERN THEATRE and therefore is grounds, within the sole and absolute discretion of the LANTERN THEATRE, for terminating this Contract without notice and without a refund to the CLIENT.

CLIENT shall assure that no conduct or activities in the space violates any ordinance or law.

LANTERN THEATRE provides NO on-site staff or additional security personnel. The CLIENT should evaluate the possibility of needing additional staff or security personnel and is the sole responsibility of the CLIENT. In event of an emergency that requires fire, police or emergency medical personnel, CLIENT agrees to call 911 immediately. In the event of such an emergency, CLIENT agrees to contact LANTERN THEATRE FACILITIES MANAGER AT _____

LANTERN THEATRE reserves the right to cancel this Agreement at any time, with or without notice, in the event that any term, condition or promise in this Agreement has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing.

If the LANTERN THEATRE brings any action to enforce any of the terms, conditions or promises in this Contract, it shall be entitled to its reasonable attorney's fees incurred in such an action.

SUMMARY OF CHARGES

TOTAL ROOM CHARGE _____

DAMAGE DEPOSIT \$300

OTHER/ADD'L CHARGES (stage lighting fees) _____ hrs @ \$10.00/hr = _____

TOTAL CHARGE DUE _____

It is understood by CLIENT that this agreement is tentative and not binding until payment is made and this signed agreement is received.

CLIENT Date

for LANTERN THEATRE Date

EXHIBIT "A"

When the LANTERN THEATRE is inspected after your event, any refuse left by your event which needs to be cleaned up will be done so at the rate of \$25 per man, per hour. The list of items that the staff will consider in their cleaning includes, but is not limited to:

- 1. Trash: Any refuse will be put into bags and removed by our staff.
- 2. Decorations: Any decorations left behind (including, but not limited to, balloons, streamers, & centerpieces) will be considered trash, and will be bagged with other trash and discarded.
- 4. Property Damage: Any LANTERN THEATRE property, which is broken during your event, will be subject to repair at the sole cost to the CLIENT.

As long as you attend to the above consideration on the same day as your event, you should receive a full refund on your entire damage deposit.