

Event Date: ___/___/___

MCOCK USE:

Deposit paid: _____

Fully paid: _____

Partner: **Yes / No**

Need a Special Events Permit? Y/N



*"Connecting Community & Creatives
Through Arts-Based Education & Experiences"*

Theater Rental Contract

**You must be at least 21 years of age to rent the facility and sign this contract.*

RENTING ORGANIZATION: _____

CONTACT NAME: _____ PHONE # _____

EMAIL : _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SHOW TITLE & DESCRIPTION

Please provide the title, description, and run of show below:

THEATER RENTAL RATES

DATES & RENTAL TIMES

TIME SLOTS	2 HR	4 HR	8 HR	Type	Date	Time Needed	Fee
Rehearsal (Profit & Non-Profit)	----	\$50	\$100	Rehearsal			
Profit	\$200	\$400	\$800	Load-in			
Non-Profit	\$100	\$200	\$400	Show Date(s)			

THEATER SEATING CAPACITY

Area	Amount of Seats
Total Audience Seating	383 seats
Floor Seating Only	272 seats
Balcony Seating Only	111 seats

PAYMENT

**All checks made out to the City of Ocean Springs.*

DEPOSIT

- **Reservation deposit:** A \$400 deposit is due the day the facility is booked.
- **The deposit is non-refundable if the event is canceled within SEVEN DAYS from the start of the event.**
- The renter will be charged a \$35 fee for checks from the renter returned as “insufficient funds” in addition to the amount owed.

ADDITIONAL FEES

- **Personnel Fees:**
 - **Lights Personnel Fee:** \$50/hour
 - **Sound Personnel Fee:** \$50/hour
 - **Spotlight Personnel Fee:** \$20/hour
 - **Backstage Personnel Fee:** \$20/hour
- **Overtime Fee:** If you are in the theater after the end of the rental period, there is a \$50/hour charge, which will be deducted from your deposit. Overtime rates for the tech director will also apply and will be billed \$25/hour.
- **After Hour Staff Fee:** If rental time is outside of regular Mary C. operating hours, the renter will pay \$12/hour fee for staff to be present.
- **Box Office Fee:** The venue offers ticketing for rental events for a box office fee. The box office fee is \$50 and it includes 4 weeks of ticket pre-sales and box office labor for **one hour in advance** of the performance.
- **Cleaning Fee:** If the renter wishes to have the theater and backstage area, including dressing rooms, cleaned for them after the rental period, a \$100 cleaning fee will be applied to the invoice. *please see “Theater Cleaning Policy” for further details*

TO BETTER HELP WITH YOUR NEEDS:

- Are you planning to serve or have alcohol at your rental? Please circle: **Y / N**
 - If circled yes, please read the “Alcohol and Tobacco Policy” section
- Will you be having more than 50 people at this event? Please circle: **Y / N**
 - If circled yes, please read the “Security Guards and Chaperones” section.
- Will you be wanting the theater cleaned for you? Including backstage and dressing room area? **Y / N**
 - If circled yes, please read the “Theater Cleaning Policy” section
- Will you be needing Mary C O’Keefe to provide a box office? Please circle: **Y / N**
 - If circled yes, please read “Box Office Fee” under Additional Fees, and “Box Office Policy”
 - If circled no, will you be offering reserved seating? **Y / N**
- Will you be needing MCOK to provide our own personnel, such as backstage help? Please circle: **Y / N**
- Will you be utilizing Mary C. concessions? Please circle: **Y / N**
- Will you be utilizing the Mary C. bar? Please circle: **Y / N**
- Is this a private event? Please circle: **Y / N**
 - If circled No: Can we promote the event on our social media? Please circle: **Y / N**

PLEASE SEE ATTACHED THEATER EQUIPMENT CHECKLIST TO CIRCLE ITEMS NEEDED FOR EVENT

ALCOHOL AND TOBACCO POLICY

- This is a TOBACCO FREE facility.
- No persons or group renting this facility will be permitted to SELL OR DISPENSE ALCOHOLIC BEVERAGES to the public unless the seller is Licensed and Bonded by the State of Mississippi. Groups are permitted to bring alcoholic beverages **for their Personal Consumption Only.**
- Non-profit organizations can obtain a temporary beer/light wine and/or liquor permit if they wish to sell or distribute alcohol at their event.
- *To obtain a temporary permit, please contact the Mississippi Department of Revenue.
- If the renter is not a non-profit and they wish to sell or distribute, they MUST have a permitted caterer come in to sell or distribute the beer/light wine and/or liquor.
- The renter or caterer will need to provide documentation of the beer and/or liquor permit to the City's Coordinator no later than ten (10) days prior to the rental.
- NO ONE UNDER THE AGE OF 21 WILL BE ALLOWED TO CONSUME ALCOHOL IN A CITY FACILITY (NO EXCEPTIONS).
- IF ANY TYPE OF ALCOHOL IS PRESENT ON THE PREMISES OF THIS FACILITY, YOU ARE REQUIRED TO HAVE SECURITY PRESENT.

SECURITY GUARDS & CHAPERONES

- For security reasons, any function serving alcohol must have security officers on duty during the event. The number of officers required is based on the number of guests attending the event. ANY FUNCTION WITH 100 OR MORE PEOPLE ARE REQUIRED TO HAVE SECURITY REGARDLESS OF ALCOHOL.

100-199	must have 1 officer	200-299	must have 2 officers	300+	must have 3 officers
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- All youth groups must have TWO (2) SECURITY GUARDS IN ADDITION TO ONE (1) CHAPERONE FOR EVERY 50 CHILDREN/PEOPLE. The chaperone's name and phone number must be provided before the contract can be signed.
- **The cost for each security guard is \$35/hr. There is a minimum of four (4) hours per security guard.** The City will book the security guards through the Ocean Springs Police Department. The security guard fee will need to be paid separately the night of your event. The City of Ocean Springs reserves the right to require ADDITIONAL SECURITY AT ITS DISCRETION.
- FAILURE TO PROVIDE SECURITY WILL BE GROUNDS FOR IMMEDIATE CANCELLATION OF THE RESERVATION AND POSSIBLE FORFEITURE OF THE DEPOSIT.
- There will be a City of Ocean Springs employee present at all times when the facility is reserved or occupied. This employee will be there to open and close the facility, and will control all equipment located on the premises of this facility; however, the City employee on duty will not handle or move property owned by those other than the City. THIS CITY EMPLOYEE WILL NOT ACT AS A CHAPERONE OR SECURITY FOR ANY GROUP.

SUPPORT AND STAFF

- The Theater has a complete set of lights and sound equipment for your use. Please see the attached **technical support sheet** to select the level of technical support that will be needed for your event. A production meeting will be scheduled with the Stage Director at least **ten business days** prior to your rental date. The TD and MCOK Venue Coordinator reserve the right to determine for all events the minimum number of staff required. The rates for additional staff will be based on their duties.
- 3-6 seats must be set aside for event volunteers.

BOX OFFICE POLICY

- The venue offers ticketing for rental events for a box office fee. The box office fee is \$50 and it includes 4 weeks of ticket pre-sales and box office labor for **one hour in advance** of the performance. There is no postage or handling of tickets by mail in the Box Office, and a \$5.00 processing fee will be applied per order. All media materials for your event ticket sales should include the \$5.00 processing fee.



THEATER CLEANING POLICY

- If the Renter wishes to have the theater & backstage area, including dressing rooms, cleaned for them after the rental period, a **\$100 cleaning fee** will be applied to the invoice. If the Renter wishes to avoid a \$100 cleaning fee by assuming responsibility for cleaning the theater & backstage area, including dressing rooms, Renter agrees to clean after each performance to the specifications of our theater cleaning checklist, to be provided. If the cleaning done by the renter is unsatisfactory, they will forfeit their deposit.



DECORATING POLICY:

**Decorating must be done during the time period you have reserved this facility. (If you wish to decorate the day before the event, you must pay the rental fee).*

- Materials such as tacks, nails, staples, glue, etc. may not be used to attach decorations or anything else to walls or tables. **NO TAPE ON WALLS.**
- Damage to walls will result in loss of deposit and possible additional fees and charges.
- **ONLY** spike tape and gaffe tape (**NO** vinyl, paper, painters, masking, scotch, etc. allowed) is allowed to be put on the stage floor. This will result in the loss of deposit and possible additional fees and charges.
- Decorations of any kind may not be attached to the ceiling tiles and/or grids.
- Rice and birdseed are permitted outdoors.
- Under no circumstances are tables, chairs, or any equipment/furniture to be removed from this facility.
- If serving food and/or drinks, all tables must be covered with some type of tablecloth.
- No spray glue, bottled bubbles, smoke machines, spray glitter, spray paint, or any type of aerosol adhesives will be allowed in the facility.
- Changing the appearance of this building other than normal decorating is **NOT PERMITTED.**



RENTAL PROCEDURES:

- Any food remaining from the event must be removed from the facility. If any food is left, it will be disposed of immediately after the event.
- All functions must shut down one hour prior to end time for cleaning, removing food, decorations, and equipment/furniture belonging to the renter. This includes shutting down music and stop serving alcohol. The City of Ocean Springs will not be responsible for any items left in the facility following the conclusion of the reserved event.
- Gambling in any form is strictly prohibited.
- No animals other than service dogs are allowed in the facility.
- Maintaining order and control over all persons or guests in the group and encouraging them to abide by all the policies and procedures of this facility during the reserved period of time is the renter's responsibility.



DESTRUCTION OF PROPERTY

Renters are responsible for the cost and repair, or replacement of any MCOK property (e.g. buildings, grounds, contents, or equipment) which is damaged or destroyed by the renter or anyone attending the function during an event covered by the rental contract. The cost of such repair or replacement will be determined by the City and deducted from the deposit. Any remaining costs not covered by the deposit will be paid in full by the renter up to the amount of the insurance policy deductible. Any damage to any property of the City of Ocean Springs must be reported to MCOK staff immediately.



INDEMNITY AND HOLD HARMLESS

Renter, including his/her/its heirs, member, assigns, agents, and/or representatives, agrees that the City shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with Renter's use of the facility, inside or outside the subject building. Renter further agrees to hold harmless, defend, release, covenant not to sue, and indemnify the City for any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by Renter, a third party, and/or any other person, whether based in tort, contract, or equity, whether caused by the negligence of the City or otherwise, that is in any way associated with Renter's use of the Facility.



CONCERTS, PLAYS, AND MUSICALS

- A stage plot must be provided 2 or more weeks in advance.
- For concerts, an input list is also required at least 2 weeks in advance.

**CANCELLATION POLICY**

- If you cancel within seven days of your deposit (including tech cancellation fee) will be forfeited unless under the following circumstances:
 - *Impossibility of Performance:* Neither MCOK nor the client shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from (a) compliance with any law, ruling, order, regulation, requirement of any federal, state, or municipal government or department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts or omissions of the other party; (d) fires, strikes, war, insurrection, or riot.
 - *Force Majeure:* Either party may cancel the Agreement with no further liability to the other party upon written notice when events or conditions beyond the control of the party, including acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, civil disturbance, or any other emergency beyond the parties' control that makes it inadvisable, illegal, or impossible for either party to perform its obligations under the agreement.

**CHANGE ORDER**

- If the client requests any changes to their contract after it has already been agreed upon, the client must fill out a change order form, provided on request, and pay the remaining balance with their final rental payment.

**Please place an X by equipment needed, and circle the quantity needed of each requested equipment.*

(X)	Theater Equipment	Quantity Needed
	Handheld Wireless Mic	1 / 2 / 3 / 4
	Wired Vocal Mic	1 / 2 / 3 / 4
	Drum Set Mic Package	1
	House Video Projector Epson 4K DVD/Computer playback	Y / N
	Recorded Audio Playback -CD (All CD Files must be in mp3 formatting.)/Flash Drive/Computer -Playback/Phone (we do not have iPhone adapters) -All audio files must be submitted at least 3 days before the event.	Y / N
	Wireless Headsets for Staff Communication	9 Units Available
	Stage Platform 4x8'	1 / 2 / 3 / 4
	Spotlight (will need an operator for each spotlight. We can provide them at \$20/hr or client provides.)	1 / 2
	Table	1 / 2 / 3 / 4
	Chairs per table	1 / 2 / 3 / 4 / 5 / 6
	Podium	Y / N

**Please place an X by personnel needed, and circle the quantity needed of each requested personnel.*

(X)	Tech Personnel	Quantity Needed	Billable Hours	Price	TECH INITIAL
	Lights personnel	1			
	Spotlight personnel	1 / 2			
	Sound personnel	1 / 2			
	Backstage personnel (There must always be at least 2 personnel.)	Enter quantity:			
	OVERALL TECH ESTIMATE				

TECH NOTES

If you have any additional notes or comments, please leave them here:

AGREED UPON FEES

(Pending Any Changes)

Rental Rate: _____	Tech Personnel Fee: _____
Cleaning Fee: _____	Reservation Deposit: _____
After Hours Staff Fee: _____	Box Office Fee: _____

TOTAL BALANCE DUE PRIOR TO RENTAL: _____

RENTER SIGNATURE: _____ DATE: _____

TECH SIGNATURE: _____ DATE: _____

MKOK SIGNATURE: _____ DATE: _____

MCOK USE ONLY

Reservation Deposit

Date Paid	Amount Paid	Method	Accepted By

Final Payment

Date Paid	Amount Paid	Method	Accepted By