



Akeley Memorial Building Theatre Use Agreement

The Akeley Memorial Building Theatre is available for rental from November 1st through April 30th. The following is the general use agreement for the Akeley Memorial Building Theatre. If you have any further questions, please do not hesitate to contact the Town Manager's Office at (802) 253-7350.

General

- 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 agreement.
- The Akeley Memorial Building is completely handicap accessible.
- The Town of Stowe reserves the right to refuse use of the facility due to staff availability or other issues with or without cause. Such refusals are final. Use by the municipality takes precedence over use requests.
- The Theatre will not be made available to any organization that practices or advocates discrimination based on age, sex, color, religion, national origin or condition of disability.

Restrictions

- The facilities coordinator must approve use of candles.
- Smoking is strictly prohibited anywhere in the Akeley Memorial Building.
- Pyrotechnics, firearms or weaponry of any kind is strictly prohibited 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 facilities coordinator. Banners may be hung with prior approval and supervised by the facilities coordinator.
- Living plants and fresh flowers must be delivered and removed the day of the event.

Occupancy

The Theatre's use capacity is limited to and cannot exceed **180** occupants, and is also dependent on arrangement of table and chairs. Setup arrangements must accommodate all needs for access to emergency exits. We suggest that renters view the facilities before the event and discuss set-up with the facilities coordinator to determine maximum capacity.

Staff and Security

- The Town of Stowe requires a staff member to be on duty from the time of set-up through clean up of the renter's event. The charge for staffing is explained below and depends of the number of hours needed.

- All functions must end by **11 p.m.** to allow for sufficient time for clean-up and restoration of the facility to its original condition and must adhere to town noise ordinances.

Indemnification

- Renter agrees to indemnify and hold harmless the Town of Stowe, its officers, and employees from all accidents, injuries, actions, losses, damages, claims, or liability that may occur as a result of the holding the said event, and incurs and assumes all responsibility for all accidents, injuries, actions, losses, damages, claims or liability by not adhering to the Town of Stowe's rules, policies, and guidelines (as established in this use agreement).
- Renter further agrees to provide a **certificate of General Liability** no later than 90 days before the event date, with the Town of Stowe listed as an additional insured on the renter's comprehensive general liability insurance policy with a limit of no less than One Million Dollars (\$1,000,000) per occurrence to protect the renter and the Town of Stowe and its officers and employees against any claims on such death, personal injury or property loss or damage.
- The renter will not violate, nor will the renter permit 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.

Food and Beverages

- Food and beverages for a private party must be supplied by either the user or the user's caterer.
- Alcohol that is being served (both complimentary and sold, i.e. cash bar) must be done so only by an approved caterer with a current **liquor license**. A copy of that license must be supplied to the facilities coordinator prior to the event.
- The user or the user's caterer must comply with all the 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 deaths, injury, losses, costs, damages, claims, demands, and expenses resulting from the serving of alcoholic beverages at the event.
- The user or the user's caterer is responsible for providing all necessary linens, dinnerware, silverware, cups, glasses, napkins, serving utensils, coffee makers, ice, etc., for the event.
- 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.

Theatre Amenities

- Two bathrooms
- Stage
- 2 3 x 8' tables
- Projection screen

Partial kitchen facilities may be available upon request.

Arrangements may be available through the Stowe Theatre Guild for rental of the following items:

- Microphone, lighting and sound system
- chairs

Setup and Cleanup

- Due to hours of operation and space restrictions, the facilities coordinator must approve all items delivered to the Akeley Memorial Building before the scheduled reservation time.
- The renter is responsible for returning the space being used to its original condition (which includes returning equipment, tables, and chairs to their original storage spaces).
- Access to the building on weekdays will be after 4:30 pm.

Fees

WEEKEND RENTAL FEE (Fri., Sat. and Sun.): **\$300** (includes amenities, administrative and cleaning fees) plus **\$30 per hour** for the number of hours that the facilities are open for the event.

Deposit and Payment

- A **50% deposit** of the total fee must accompany the signed use agreement.
- The deposit, less \$50, will be returned if the event is cancelled 24 hours before the scheduled event.
- Cancellation notice less than 24 hours will result in a forfeit of the entire deposit.
- Payment must be complete prior to the commencement of the event.
- If additional cleaning is required following the event, a rate of \$25 per hour will be charged to the user
- Payments may be made by cash & or check.

The terms and conditions of the entire Use Agreement are incorporated herein by reference. I hereby accept this entire Use Agreement and will follow all rules and regulations described.

Renter's Name (Please Print)_____

Renter's Signature_____Date_____

Date and time of use (including set-up and clean-up): _____

Address_____

Phone#_____

E-Mail_____

Rental Price_____

Deposit_____ date_____

Final Payment _____ date_____

For Office Use:
Special Needs/Comments: