Renter’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_\_\_Zip\_\_\_\_\_\_\_\_\_\_\_\_

Rental Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Time\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Approximate Number of Guests\_\_\_\_\_\_\_\_\_\_\_

Occasion\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Concessions Requested: YES NO If yes what concessions are needed? Use notes on page 4 to summarize.

 Stage Lights: YES NO Payment for projectionist & stage lights is payable to the individual.

Movie Projector Requested: YES NO Set Up Date(s) and Time(s) Required\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WILL ALCOHOL BE SERVED: YES NO** **WILL ALCOHOL BE SOLD: YES NO**

**BASIC SCHEDULE OF FEES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| RENTAL TIME | No concessions  | W/ MOVIE & OPERATION | W/ STAGE LIGHTS | With concessions  | Non-Profit\* |
| Less Than 3 hrs. | $150.00 | Admission Tickets + $25.00 | + $ 25.00 | $75.00 | $50.00 |
| More Than 3 hrs. | $300.00 | Admission Tickets + $50.00 | + $ 50.00 | $150.00 | $100.00 |
| **Deposit** | $150.00 |  |  | $150.00 | $150.00 |
| Deposit w/ Alcohol | $500.00 |  |  | $500.00 | $500.00 |
| Showtime Pkg Premiere Pkg | Varies with pkg | May be current movie or one you pick! | Movie only pkg | Varies with pkg | Varies with pkg |
| Gaming Rental >25 <25 +$25 | $150 | Rental of XBox OR Playstation with controls, game - $15 | N/A | $75 | $50 |

\*For all schools the rental fee will be waived, minimum concessions will be available (soft drinks, bottled drinks, popcorn, candy). No butter, cheese, hot dogs, ice cream, pickles, pretzels, nachos, pizza. Concession combos are available.

***OUR HOMETOWN CHARITABLE FOUNDATION RESERVES THE RIGHT TO REFUSE RENTAL OF THE MIDWAY THEATER & CULTURAL EVENTER CENTER BUILDING FOR ANY REASON AND HAS FULL AUTHORITY TO MODEIFY THE RENTAL AGREEMENT INCLUDING, BUT NOT LIMITED TO RENTAL RATES AND CONDITIONS OF THE RENTAL CONTRACT. WE HAVE SEVERAL COMBINATION PACKAGES THAT WE CAN TAILOR TO ACCOMADATE YOUR SPECIAL EVENT.***

This Agreement is a legally binding contract. By signing below, you acknowledge that you have read and understand the *“Terms and Conditions of Rental”* herein belowand agree to be bound by each term and/or condition. This Agreement is not effective until executed by both the Renter(s) and an authorized representative of Our Hometown Charitable Foundation.

|  |  |
| --- | --- |
| **Our Hometown Charitable Foundation:**By:  Authorized Representative   Page 1 of 4 | **Renter:** By: **Date Signed**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**TERMS AND CONDITIONS OF RENTAL**

1. **Definitions**: “Agreement” means all provisions of these Terms and Conditions of Rental and the Rental Agreement. “Foundation” means the owner, Our Hometown Charitable Foundation. “Midway” means the theater and event center facility including all accessories, equipment, real and personal property appurtenant thereto. “Facility” means the Midway. “Renter” means the person(s) who desire to rent the Midway and have paid the rental rates and executed an Agreement. “Event” means the purpose for which the Renter rents the Midway. “Crew” means those persons provided by the Foundation for assistance to the Renter for an Event.
2. **Refusal of Service**: The Foundation reserves the right to refuse rental and/or services of the Midway for any reason and at any time, subject to all applicable ordinances, laws and regulations in effect at the time of refusal.
3. **Rental Fees**: The rental fees are subject to change for any reason and at any time. Full payment of rental fees and an executed Agreement guarantees the Midway availability subject to unforeseeable circumstances that prevent the Foundation from allowing Renter to take possession of the Midway on the Event date(s).
4. **Security Deposit**: The Renter shall keep on deposit with the Foundation a security, cleaning, and damage deposit as security for the return of the Midway to the Foundation in as good of condition as when Renter took possession. The security deposit is due to the Foundation one week prior to the Event. The security deposit shall be returned to the Renter, at Renter’s address, within sixty days following the event subject to an assessment by the Foundation of the Midway’s cleanliness and/or damage thereto minus any part of the security deposit the Foundation deems necessary to expend to return the Midway to as good of condition as when Renter took possession. If the security deposit does not cover all costs the Foundation requires, Renter agrees to be joint and severally liable for any and all deficiently. The Renter shall forfeit the security deposit if the Foundation discovers alcohol or alcohol debris at non-alcohol Event.
5. **Use**: The Renter shall use the Facility only for the applicable Event occasion denoted by the Renter.

1. **Crew Assistance**: If Renter requires assistance from the Crew, Renter shall notify the Foundation two weeks prior to the Event. Renter shall pay the Foundation fifty dollars per hour per crew person for crew assistance, except see “Concessions.” The Crew may assist the Renter with set up and tear down of the Midway before or after the Event as needed by the Renter or required by the Foundation.
2. **No Modifications**: The Renter shall make no modifications to the Facility, including but not limited to, the use of nails, staples, tape, or any other fastener or item that may cause damage to the Facility, without prior approval by the Foundation.
3. **Pre-Event Access**: If Renter desires access to the Facility prior to the Event for set up, Renter shall pay ½ of the Theater Rental fee per day for pre-event access availability. Pre-event access is not guaranteed and is subject to approval by the Foundation.
4. **Clean Up**: The Renter is responsible for cleaning the Facility subsequent to the Event. Cleaning shall include, but not be limited to, returning tables & chairs to storage area, trash removal, scrubbing of bathroom fixtures, sweeping & mopping floors, and any and all other tasks required to return the Facility to the condition it was in prior to the Event. Cleaning shall take place immediately following the Event, except for events occurring on Saturday for more than four hours of which the Renter shall have until noon the following day to complete all cleaning.

Page 2 of 4

1. **Alcohol**: Events with alcohol shall be pre-approved by the Foundation in its sole subjective discretion. Alcohol approved Events shall not be open to the public and the entrances to the Facility must be controlled. A one million dollar liability insurance policy is required for all Events where alcohol is served and it shall insure the Facility and the parking and surrounding areas. The Renter shall forfeit the security deposit if the Foundation discovers alcohol or alcohol debris at non-alcohol Event. Renter agrees to monitor all alcohol served to ensure it does not go outside of the Facility and/or served to persons under the age of 21 or excessively intoxicated. If alcohol is sold, Renter shall obtain, and provide proof of, a license from the local licensing authority and the State of Colorado.
2. **No Smoking or Open Flames**: The Midway is a smoke free facility. No smoking is permitted inside the Facility at any time. Pursuant to Colorado law, any individual smoking must be at least 15 feet from any entrance of the Facility. No open flames are allowed, including but not limited to, kerosene lanterns, candles, tiki torches, or cigarette lighters.
3. **Concessions**: If Renter desires to have concessions available, the concession area shall be staffed by the Crew, at no additional labor cost, and all proceeds from sales shall be the sole and complete property of the Foundation.
4. **Noise Restrictions**: Any and all sound emitted from the Facility during an Event shall be kept at a reasonable level to ensure the peaceful and quite enjoyment of the Midway’s neighbors. Noise complaints received by law enforcement shall result in one warning to the Renter. A second noise complaint received shall result in the Event being terminated immediately without refund or return of any funds paid to the Foundation.
5. **Restricted Areas**: The Renter shall ensure that all guest stay out of restricted areas of the Facility which shall include all areas that Renter knows, or should know, are not to be used for the Event. An adult must supervise children at all times.
6. **Indemnity**: The Renter shall defend, indemnify, and hold harmless the Foundation, its directors, employees, and volunteers from and against any and all claims, suits, actions, or liabilities (including reasonable attorney fees) for injury or death of any person, or for loss or damage to property, which arises out of Renter’s use, or rental, of the Midway, except such injury or damage as shall have been occasioned by the intentional or grossly negligence acts of the Foundation or its agents.
7. **Miscellaneous Disclosures**:
	1. Events shall conclude by midnight, unless the Renter has received prior approval from the Foundation.
	2. Parking in a designated fire lane is prohibited and fire lanes shall remain unobstructed at all times.
	3. The Burlington Police Department is notified of Events and those with alcohol served will be monitored for the safety and security of guests and the Facility.
	4. An authorized representative of the Foundation shall be notified at the conclusion of the Event so the Foundation can ensure the Facility is secured.
8. **Facility Information**:
	1. The Facility is equipped with heat and air conditioning in both the stage/theater and lobby/concession area. The upstairs also is air-conditioned.
	2. The size of the stage is 26 feet wide by 16 feet deep; it has stairs available for front access. There is an unloading door in the back and a ramp to stage level.
	3. The area in front of the stage is 35 feet wide by 8 feet deep with removable seats installed and 35 feet wide by 12 feet deep with the seats removed.
	4. Seating occupancy is 183. The balcony ***is not*** available at this time.
	5. The stage has two 16 channel snakes routed from the stage to the upstairs sound area. A table and chairs will be provided for sound director. The Renter must provide soundboard and speakers.
	6. The stage has 4 spotlights and 4 wash lights which are controlled by a light board in the sound area. The control board and operator are included in the rental price.

Page 3 of 4

* 1. The Facility has a full concession area that measures 19 feet wide by 29 deep feet and includes 2 freezers, 1 refrigerator, a soft serve ice cream machine, coke dispenser, iced tea, pretzels, nachos, hot dogs and various candies.
	2. If concessions are desired, the renter agrees that it will be staffed by the Crew and all proceeds will go to the Foundation.

FOUNDATION NOTES: \_\_\_\_\_\_\_\_\_\_\_\_\_

 Page 4 of 4