

**Robert M. Merryman Performing Arts Center  
Facility Rental Contract**

Date \_\_\_\_\_

Name of Organization \_\_\_\_\_

User Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # \_\_\_\_\_ Email \_\_\_\_\_

Alternate Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

Person Supervising Event \_\_\_\_\_ Telephone # \_\_\_\_\_

Purpose of Facility Use \_\_\_\_\_

Area(s) Requested: Theater \_\_\_ Lobby \_\_\_ Reception Hall \_\_\_ Conference Room \_\_\_ Gym \_\_\_

Date of Use \_\_\_\_\_ Date of Use \_\_\_\_\_ Date of Use \_\_\_\_\_

Set-Up Begins \_\_\_\_\_ Set-Up Begins \_\_\_\_\_ Set-Up Begins \_\_\_\_\_

Tear-Down Ends \_\_\_\_\_ Tear-Down Ends \_\_\_\_\_ Tear-Down Ends \_\_\_\_\_

Date(s) of Event \_\_\_\_\_ Day(s): S M T W T F S

Event Begins \_\_\_\_\_ AM/PM

Event Ends \_\_\_\_\_ AM/PM

Only Coca-Cola products may be sold on this property. Will merchandise or food be sold? Yes No  
Will there be an admission fee, display fee, team fee or collection taken? Yes No

**A custodian or technician will be on hand at all times when the Merryman Center is rented.**

They will be responsible for opening and closing the building, monitoring and cleaning the premises as required. The custodian will not be responsible for assisting the renting party with loading or unloading equipment.

**Minimum labor charge: \$20.00/hr. Technical equipment requires MPAC personnel @ \$20.00/hr. Non-recurring event rental fees must be paid by event date.**

|   |                                  |  |
|---|----------------------------------|--|
| <b>Date Received</b> _____  | Class _____                      | <b>\$100.00 DEPOSIT DUE / PAID</b> _____ |
| Contract: Approved / Denied   |                                  | Reason for denial _____                  |
| Comments: _____   |                                  |  |
| Estimated Rental \$ _____   | <b>Signatures:</b>               |  |
| +Special Fees _____   | _____                            |  |
| _____   | MPAC Exec. Director / Oper. Mgr. |  |
| +Estimated Custodial Fee \$30x _____ = _____  | _____                            |  |
| +Estimated Technician Fee \$20x _____ = _____   | _____                            |  |
| = <b>Estimated Total \$</b> _____   | Rental User                      |  |
| Rental User agrees to Rental Policies & Procedures by signing.<br>Policies are found at <a href="http://www.merrymancenter.org/rental-policies-procedures/">http://www.merrymancenter.org/rental-policies-procedures/</a> . Password is MPAC. |                                  |  |

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|                       |                 |   |
|-----------------------|-----------------|---|
| <b>FINAL CHARGES:</b> |                 | <b>Make Checks Payable to:<br/>MPAC Inc.<br/>225 W 22<sup>nd</sup> STREET<br/>KEARNEY, NE 68845</b> |
| Total Rental Fee      | \$ _____        |   |
| Custodial Actual Fee  | \$ _____        |   |
| Technician Actual Fee | \$ _____        |   |
| Special Fees          | \$ _____        |   |
| <b>Less Deposit</b>   | <b>\$ _____</b> |   |
| <b>Total Due</b>      | <b>\$ _____</b> |   |

**The building closes at 11:30 pm, plan accordingly.**

**When advertising your show, we must be called: Merryman Performing Arts Center**

**INCLEMENT WEATHER:** If there is inclement weather before/during the event, it is understood that I/we will be charged \$100.00 hr for each piece of equipment for contracted snow removal and sanding for ice. \$60.00/hr for each piece of equipment for MPAC/KPSF to remove snow. If I/we decide to cancel or reschedule the event so these fees will not have to be paid we will give The Merryman Center at least four (4) hours notice before the entry time listed above. I/we will notify Buildings and Grounds office with cancellations at 698-8255.

**PARKING:** Parking is allowed only in designated areas. Vehicles in violation will be towed at the owner's expense.

**HOLD HARMLESS CLAUSE:** The Organization named above and the individual(s) signing on behalf of the User do each personally contract to hold MPAC/KPS harmless from any claim or demand against MPAC/KPS out of the use of the building by the User or any claim or demand by any person(s) upon the premises by reason of the activity of or by invitation of such User, and the undersigned do covenant to repay or reimburse the MPAC/KPS for any legal expense incurred by the Center in defending any such claim.

**LIABILITY INSURANCE:** The Organization named above is required to furnish The Merryman Center prior to the use thereof a liability policy that will provide bodily injury liability coverage of not less than \$500,000 per each occurrence and \$100,000 for property damage coverage, for a period of coverage for the date above, naming Robert M. Merryman Performing Arts Center and Kearney Public Schools as co-insured.

THE ORGANIZATION USING THE FACILITY WILL BE RESPONSIBLE FOR THE PROPER CARE OF THE MERRYMAN CENTER. ANY DAMAGE MUST BE PAID FOR BY THE ORGANIZATION.

**Merryman Performing Arts Center is a drug-free, tobacco-free and alcohol-free zone.**

**NO FOOD OR DRINK ALLOWED IN THE THEATRE**