



The Historic Waimea Theatre

Located at 9691 Kaumuali'i Highway

Non-Profit 501 (c) (3) Organization

P.O. Box 903, Waimea, Kaua'i, Hawai'i 96796

Business Manager Mark Nellis *phone: (808) 651-3368*

email: waimeatheater@hawaiiink.net website: www.waimeatheater.com

movie schedule: (808)338-0282 fax: (808) 338-9117

Waimea Theatre Booking Deposit Policy

1. A five hundred dollar (\$500.00) good faith deposit will be due, with a signed Rental Space Agreement, Within fourteen (14) days of initial booking.
2. Full prepayment of the estimated total fee shall be due a minimum of seventy-two (72) hours prior to a function date.
3. Any remaining balanced due will be due in full at the conclusion of the function.
4. Payments received fourteen (14) days prior to a function date may be made by cash or check. Payments received within fourteen days should be by either cash or verified check only.
5. Cancellation of a booking:
 - within thirty (30) days of a function date, is subject to a 50% estimated loss revenue penalty,
 - within fifteen (15) days of a function date, is subject to a 75% estimated loss revenue penalty,
 - within seven (7) days of a function date, is subject to a 100% estimated loss revenue penalty.
6. Cancellations shall be in writing, to the Waimea Theatre Manager, explaining the nature of cancellation. All deposits shall be retained to cover cancellation fees. Any overage will be reimbursed to the customer.
7. Payments should be made to:

Historic Waimea Theater
Box 903
Waimea, HI 96796

Waimea Theatre Rental Rates

Any initial use, up to three (3) hours	\$300
Any additional hours of use*	\$ 100

*(There are no partial hour fees; all use is rounded up to the next additional hour)

Rental of space includes overhead lighting, air conditioning, normal set-up and normal post event cleaning.

Additional Charges for:

Rental of stage sound equipment	\$25.00/hr
Rental of audio/visual equipment	\$25.00/hr
Rental of additional lighting equipment	\$25.00/hr
Staffing for Ticket Booth	\$12.50/hr
Staffing for Security	\$20.00/hr

Waimea Theatre

Rental Space Agreement and General Policy Information (Attachment to Function Event Order)

- Guarantee:** All arrangements and set-up requests should be finalized two weeks prior to your function date. Guarantee of function space reservations requires a full prepayment of base rate rental charges.
- Food & Beverage/
Concessions:** Operation of the concession stand shall remain under the control of the Waimea Theatre. No alcoholic beverages are permitted on the premises. Any food or beverage to be consumed or permitted at any function, other than those provided through the concession stand, shall be restricted to that provided by vendors who are West Kaua'i Business & Professional Association Members. (A list of such vendors is available upon request)
- Gate/
Ticket Sales:** Should the Renter be a non-profit organization, then all receipts received by Renter, through early ticket sales, or at the time of the event, shall be solely retained by the Renter. Should the Renter be a for-profit entity, the Theatre shall retain the right to audit all ticket sales and shall be entitled to a gross receipts fee of no less than (10%) percent of such gross receipts as may be received by Renter. Such Gross receipts fee shall be in addition to the base rate rentals as may be due for the use sales of the Theatre for the event itself. All such liability and risks taken related to sales of such tickets rest solely and exclusively with the Renter. Theatre makes no guarantee as to attendance at any event.
- Theatre Set up:** Events shall conclude at the time agreed upon. If the program exceeds this time, every effort will be made to accommodate the change of schedule; however, the patron should be aware that overtime charges may be assessed.
- Equipment:** All equipment and audio visual equipment used for this function will be arranged by the Theatre. In the event certain equipment is not available through the Theatre, and Theatre Management agrees, you may arrange for such equipment from a Theatre approved supplier. (No non-approved access to Theatre equipment is allowed)
- Decorations:** The Theatre will not permit affixing anything to the walls, floors or ceiling with nails, staples, carpet tape or other substances other than poster putty. Please consult Theatre Management for assistance in displaying materials.
- Liability:** Waimea Theatre Management reserves the right to inspect and control all private functions. Liability for damage to the premises will be charged accordingly. The Theatre cannot assume responsibility for personal Property and equipment brought onto the premises.
- Insurance:** Renter to provide evidence of Comprehensive General Liability Insurance coverage for the event, with minimum bodily injury limits of \$1,000,000.00 each occurrence (\$2,000,000.00 aggregate), and property damage limits \$1,000,000.00 each occurrence (\$2,000,000.00 aggregate), naming the West Kaua'i Business & Professional Association, and the County of Kaua'i as Additional insured's.

Deposit &

Payment: A good faith deposit of \$500.00 or 50% of the estimated cost (which ever is greater) is required to reserve the Theatre on a definite basis. Deposits are subject to the below cancellation terms.

Cancellations: In the event you should cancel your function, the following cancellation fee will apply:

0-7 days in advance	100% of rental values
8-14 days in advance	75% of rental values
15-30 days in advance	50% of rental values

Tax & Gratuity: All rental and service charges are subject the 4.167% Hawai'i General Excise Tax.

Shipping & Receiving

Small package for meetings may be delivered to the Theatre no more than 3 days prior to the program, due to limited storage space in the Theatre. Items should be addresses to Theatre Management. Packages must be marked "Hold for Arrival" and list the date of the program clearly on all labels. The client is totally responsible for the arrangement (including the shipping labels) and expense of shipping these items to and from the Theatre. The Theatre Manager must be notified in advance to assure proper acceptance of these items.

Advertising: Any and all public notices for the function must be approved for release by Waimea Theatre Management before publication.

Impossibility: The performance of this Agreement by either party is subject to Acts of God, war, disasters, civil disorder, curtailment of transportation facilities and labor disputes making it illegal, inadvisable or impossible to provide the facilities or to hold the function. It is provided that this Agreement may be terminated without penalty for any one or more of such reasons by written notice from one party to the other within thirty days of the event.

Signature

Theatre Management

Title: _____

Title: _____

Organization: _____

Date: _____

Date: _____

Historic Waimea Theatre Function Event Order

Event: _____

Order Date: ___/___/___

Organization: _____

Mailing Address: _____

Event Coordinator/
Contact Name: _____

Contact Phone #: _____

Dates	Events/Activities Descriptions	Start time	Pau
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Staffing Needs:	Equipment Needs/ Provider
<p>Ticket Booth:</p> <p>Security:</p> <p>Stage Support:</p>	<p>Tables:</p> <p>Chairs:</p> <p>Linens:</p> <p>Florals:</p> <p>Entertainment:</p> <p>Attendance List(s):</p> <p>Other:</p> <p>(The above items ARE NOT provided by the Waimea Theatre, however, we can provide a list of local vendors.)</p>
<p style="text-align: center;">Theatre Stage Equipment</p> <p>Audio/Visual:</p> <p>Lighting/Electrical:</p> <p>Other:</p>	