



THIS AGREEMENT ("Agreement") is made this the _____ day of _____, In the year _____

By and between THE ELLIS THEATER AT MARTY STUART'S CONGRESS OF COUNTRY MUSIC

AND _____

DEFINITIONS:

The organization, individual or individuals engaging with the Ellis Theater at Marty Stuart's Congress of Country Music for use of facilities, equipment, contents and / or services of the Ellis Theater at Marty Stuart's Congress of Country Music agree to be bound by the terms and conditions specified in the Agreement and any additionally attached Contracts and Rider(s). Revisions to the Contract and Agreement listed in any and all subsequent Riders shall be accepted as an integral part of the terms and conditions upon counter-signature by both the Ellis Theater at Marty Stuart's Congress of Country Music (hereinafter referred to as the "VENUE") and the organization, individual or individuals renting (hereinafter referred to as "CLIENT", "PURCHASER", or "USER").

The organization, individual or individuals engaging with the Ellis Theater at Marty Stuart's Congress of Country Music (VENUE) for use of facilities, equipment and services of the Ellis Theater at Marty Stuart's Congress of Country Music do so with the full acknowledgement and understanding that the Ellis Theater is a working, historic venue and museum with many valuable and / or priceless items contained within its walls and properties. It is constantly being toured and viewed by our sponsors, other clients, visiting dignitaries and fans of the Congress of Country Music (COCM) and it MUST be kept clean, tidy and presentable at all times. Failure to keep the VENUE as such may result in the cancelation of your Event or termination of your rental agreement.

It is hereby acknowledged, understood and agreed to that the Ellis Theater has strict regulations and restrictions regarding the use of the facilities which must be adhered to by the Client / Purchaser / User. These regulations and restrictions, as well as protocol for the use of the facility, are listed in the preceding pages which must be initialed by the organization, individual or individuals engaging with the Ellis Theater at Marty Stuart's Congress of Country Music for use of facilities, equipment and services of the Ellis Theater at Marty Stuart's Congress of Country Music.

CLIENT, PURCHASER, USER AGREEMENT:

Client / Purchaser / User acknowledges, understands, and agrees that failing to comply with the Ellis Theater at Marty Stuart's Congress of Country Music VENUE regulations, protocol and procedures may result in the cancellation of a current event, termination of the rental agreement and the loss of future facility use privileges.

Upon completion of the Production Meeting and determination of the services necessary for the event, Client / Purchaser / User acknowledges, understands, and agrees that an estimated cost of the event will be determined and communicated to the Contact Person for the group/organization. A Deposit of 50% must be submitted with signed contract in order for the agreement to be considered valid.

Client / Purchaser / User acknowledges, understands, and agrees that the group/organization will be responsible for the replacement/repair of any VENUE equipment, seating, flooring, furniture, fixture, display, or any other item(s) contained within the VENUE or the property due to accidents, misuse, neglect, and/or vandalism on the part of any individual associated with the group/organization or any person attending the Client / Purchaser / User's event. It is also the group's responsibility to provide proof of insurance at least 30 business days prior to the event.

Client / Purchaser / User acknowledges, understands, and agrees that they have read and understand the full Agreement containing the guidelines/restrictions and will abide by and help in the enforcement of said guidelines/restrictions.

INDEMNIFICATION, HOLD HARMLESS AGREEMENT AND FACILITY USE ACKNOWLEDGEMENT:

To the extent permissible by the Constitution and laws of the State of MISSISSIPPI, County of Neshoba and the City of Philadelphia, the Client / Purchaser / User of the VENUE agrees to protect, indemnify and hold free and harmless, The Ellis Theater, The Congress of Country Music, its Board of Trustees, officers, employees, and agents from and against any and all claims, demands, causes of action, or other litigation (including all costs thereof and attorney's fees) of every kind and character on account of personal injuries, death, bodily injury or damage to property, of the public, or the user herein, their guests, employees, supervisors, vendors and agents whether resulting from the performance of its obligations hereunder or the quality or safety of the programs used and/or the equipment or property of the user herein, all of these without regard to fault, even if any indemnified or injured party is negligent in whole or part.

CLIENT / PURCHASER / USER INITIALS _____



COMPENSATION FOR SERVICES:

CLIENT / PURCHASER / USER acknowledges, understands and agrees that once this AGREEMENT is executed, they shall be responsible for payment regardless of the fact the Event, Artists, Entertainers, Celebrities, Public Figures or any other special guest or guests does or does not perform or the event does or does not occur.

The fee(s) and compensation for services based upon the information obtained by The Ellis Theater at Marty Stuart’s Congress of Country Music through meetings and conversations with the CLIENT / PURCHASER / USER shall be as follows:

Rental and Service Fee in the amount of:

\$ _____ USD

The Client(s) or agent for the Client(s), agree to pay an initial non-refundable deposit in the amount of:

\$ _____ USD

The Client(s) or agent for the Client(s), agree to pay a fully refundable damage deposit in the amount of:

\$ 1,500.00 USD

The Damage Deposit will be refunded after a full and thorough inspection of the venue, its contents, facilities and equipment is conducted and it is determined that no damage to the venue, its contents, facilities and equipment was caused by the Client / Purchaser / User its attendees or as a result of the event, either directly or indirectly, for which the Client / Purchaser / User engaged with the Ellis Theater at Marty Stuart’s Congress of Country Music for use of facilities, equipment and services of the Ellis Theater at Marty Stuart’s Congress of Country Music. This inspection could take up to 5 business days.

ACKNOWLEDGEMENT OF AGREEMENT TERMS:

This AGREEMENT shall be governed by the laws of the State of Mississippi, Neshoba County. By signing this AGREEMENT, it is assumed and understood that the Signee executing this contract, either individually or as an authorized agent or representative of the CLIENT / PURCHASER, represents that he or she is 21 years of age and that he or she has the full authority and permission to bind CLIENT / PURCHASER to enter in to a legally binding contract with The Ellis Theater and the Congress of Country Music. This shall cause CLIENT / PURCHASER to accept and agree to all terms and conditions listed within this AGREEMENT. Signee also understands and agrees that they could become personally liable and responsible for any and all charges and expenses including possible legal action.

Signee assumes full responsibility and liability for any and all events resulting from information or ideas discussed, shared, alluded to or implied from any and all discussions or correspondence with The Ellis Theater and the Congress of Country Music. Signee further warrants that the information contained within is correct and agreed upon. Any changes to this AGREEMENT after the initial signing of this agreement must be done and issued through an official Change Order that must be mutually agreed upon, approved, and signed by both parties.

By signature on this AGREEMENT, I, as the person duly authorized to act on behalf of the above-named organization, acknowledges and agrees that:
I HAVE READ, UNDERSTAND, AGREE TO, AND ACCEPT ALL ARTICLES OF THE RENTAL AGREEMENT FOR THE ELLIS THEATER AT MARTY STUART’S CONGRESS OF COUNTRY MUSIC LISTED BELOW IN THIS AGREEMENT:

CLIENT / PURCHASER / USER: _____

BY: _____ DATE: _____

APPROVED:

The Ellis Theater at Marty Stuart’s Congress of Country Music

BY: _____ DATE: _____

CLIENT / PURCHASER / USER INITIALS _____



PRODUCTION MEETING: WHAT, WHEN, AND WHY:

These are meetings that are scheduled approximately four to six weeks prior to your event. It is HIGHLY suggested that every client, purchaser and user of the VENUE attend a minimum of one production meeting. More meetings may be scheduled if your event is complex or technical information is incomplete. The need for additional meetings is determined by the Venue Director. These meetings are held at mutually convenient times, and are scheduled by the Venue Director.

It must be understood that the VENUE space is rented as bare walls and floor. It is up to the client to inform the Ellis Theater at Marty Stuart's Congress of Country Music Management of what is needed in the space. This includes lighting, sound, rigging, soft goods, tables, chairs, linens, and anything that is needed onstage or throughout the VENUE.

At this meeting, the client, purchaser or user will be asked questions regarding times, equipment, staging, etc. It is imperative that one voice representing the client, purchaser or user answer these questions. This one voice must be empowered by the client, purchaser or user to answer all technical questions, determine schedules, and incur expenses regarding equipment and personnel. Final decisions will be made at these meetings. Any changes are difficult to facilitate and may result in additional costs or fees. Technical and human resources are scheduled well in advance to insure facilitation. It may not be possible to reschedule these resources if production meetings are delayed or if changes are made afterward.

Depending upon the complexity of the show or event presented, it may be required of the client to submit a lighting plot, ground plan with use of scenery, fly system, and soft goods. These drawings are generally due 3 - 4 weeks prior to the event, but may be required earlier depending upon the schedule of the VENUE. It may also be necessary for the client, purchaser or user to supply a Stage Manager or someone to call the show.

When the client is represented by committee, the committee members need to discuss their needs prior to the production meeting, designate their spokesperson, and delegate decision making authority. One person / one voice from the client is needed to coordinate the event with VENUE. If options need to be discussed before making final decisions, a planning meeting can be set up through the VENUE to discuss these options. This will give the client or user an opportunity to explore various staging, sound, lighting, rigging, etc. possibilities before finalizing those decisions in the production meeting. A clear and firm understanding of needs must be expressed in the production meeting. This is the time to fine-tune options explored beforehand and to finalize those options.

RENTAL POLICIES:

To solidify and confirm a date on our Events Calendar, a certificate of insurance, 50% deposit, and a signed copy of this document are required.

RETURN OF AGREEMENT:

Date(s) requested by the Client / Purchaser / User are not considered firm and tickets will not go on sale until User returns the signed agreement accompanied by the deposit. Agreement and deposit must be returned upon receipt of the contract. Failure to comply means the Client / Purchaser / User automatically cancels arrangements made with the VENUE.

EVENT / VENUE RENTAL DEPOSIT:

A deposit of 50% of the full rental costs must be submitted at the time of the rental agreement to secure your date. This deposit is not refundable unless the agreement for VENUE is cancelled, in writing, by Client / Purchaser / User and acknowledged and accepted by the Venue Director, in writing to the Client / Purchaser / User, 60 days prior to the event. Any cancellation with less than a 60-day notice in writing will result in the deposit being forfeit.

PAYMENT:

Client / Purchaser / User acknowledges, understands, and agrees that payment in full of all known charges shall take place prior to or on the day of the event before the event will be allowed to begin. Additional charges that may develop because of required changes in equipment, additional equipment, additional personnel needed, or additional facility use will be billed to the Client / Purchaser / User.

CANCELLATION:

Client / Purchaser / User acknowledges, understands, and agrees that this AGREEMENT may be cancelled by the VENUE immediately upon written notice delivered to Client / Purchaser / User upon breach of any terms or provisions of this AGREEMENT. In the event of cancellation, Client / Purchaser / User shall be reimbursed the difference between the charge set forth in the Contract and any and all actual expenses and charges incurred by the VENUE to date of cancellation.

CANCELLATION BY USER:

Client / Purchaser / User acknowledges, understands, and agrees that should the Client / Purchaser / User cancel the event covered in this AGREEMENT User agrees to pay any reimbursable expenses incurred by the VENUE in connection with the event.

CLIENT / PURCHASER / USER INITIALS _____



TRANSFERRANCE OF AGREEMENT:

Client / Purchaser / User may not transfer its engagement by sponsorship to a third party without the written approval of the VENUE and the Venue Director. It will also be necessary for the Client / Purchaser / User to obtain written consent from Management before it passes its use of the facilities as contracted to a third party for another use.

PERMITS & FEES:

Client / Purchaser / User acknowledges, understands, and agrees that they shall, at Client / Purchaser / User's sole cost and expense, obtain any and all government permits, approvals or concurrence required for the use of the VENUE. Further, Client / Purchaser / User acknowledges, understands, and agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentation of any performance hereunder and protect and hold VENUE harmless from any failure to make such payments. Furthermore, Client / Purchaser / User acknowledges, understands, and agrees to comply with all applicable local, state and Federal ordinances, statutes, laws, and/or regulations.

LICENSES:

Client / Purchaser / User acknowledges, understands, and agrees that they shall obtain all permits and licenses required by the laws, ordinances, rules and regulations needed for the engagement. Venue Management shall have the right to require the Client / Purchaser / User to furnish satisfactory evidence that it has obtained all such licenses.

ROYALTIES & DUES:

Client / Purchaser / User acknowledges, understands, and agrees that they shall be responsible for ASCAP, BMI and any other music royalty fees associated with the Client / Purchaser / User's event. Said music fees shall be deducted from the box office settlement unless the Client / Purchaser / User demonstrates that it is already licensed and will pay music royalties directly.

Theatrical presentations requiring contracts with Samuel French, Music Theatre International or other companies shall be the responsibility of the User and at no time shall the VENUE be expected to enter into such agreements in any way. The VENUE may refuse rental to a group, which is not in good standing with a theatrical play service. The Client / Purchaser / User shall be responsible for contracts and fees associated with employment of its personnel, including actors, technicians, directors, choreographers and all other artistic labor.

CODE OF CONDUCT:

The Ellis Theater and the Congress of Country Music, along with the managers and staff of The Ellis Theater and the Congress of Country Music want you all to enjoy your visit and strive to give all of our fans, including children, a safe, comfortable, and enjoyable experience, both in the venue and the parking lots and property surrounding the venue. When attending any performance or event, we ask that you refrain from behavior such as the following:

- Behavior that is unruly, disruptive, or illegal in nature
- Intoxication or other signs of alcohol or drug related impairment that results in irresponsible behavior
- Foul or abusive language or obscene gestures, including the use of such language or gestures concerning a person's race, ethnicity, color, gender, religion, creed, disability, age, sexual orientation, or national origin; or to instigate, incite or encourage a confrontation or physical assault
- Interference with the progress of the event or performance (including throwing objects)
- Occupying a seat or remaining in an area (including aisles and walkways) for which you do not possess a valid ticket. You must show staff your ticket upon request at any time during an event or performance.
- Failing to follow instructions of venue personnel
- Verbal or abusive harassment

Subject to applicable law and rules of the Venue, smoking, vaping, talking on cell phones during the performance and disorderly conduct in the Venue and any recording or photographing of the performance is strictly prohibited.

Event patrons are responsible for their conduct as well as the conduct of their guests and/or persons occupying their seats. Venue staff will promptly intervene to support an environment where event patrons and their guests can enjoy the event or performance free from the above behavior. Event patrons and guests who violate these provisions will be subject to ejection without refund and potential loss of privileges for future events, programs and performances.

Management reserves the right to eject from the premises any objectionable persons; and neither the Venue nor any of its staff or representatives shall be liable to the Holder for any damages that may be sustained by such action. The term "objectionable persons" shall include those persons by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of building or conduct policy or laws, make the proper conducting of business or the enjoyment of any event or performance difficult or impossible.

CLIENT / PURCHASER / USER INITIALS _____



OBJECTIONABLE PERSONS:

The Management reserves the right to eject from the premises any objectionable persons; and neither the VENUE nor any of its representatives shall be liable to the Client / Purchaser / User for any damages that may be sustained by such action. The term "objectionable persons" shall include those persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of building policy or laws, make the proper conducting of business difficult or impossible or who hinder or distract other patrons and / or attendees from viewing or enjoying a performance or event.

INSURANCE:

Throughout the term of this AGREEMENT, at the Client / Purchaser / User's sole cost and expense, Client / Purchaser / User shall keep or cause to be kept in full force and effect, for the mutual benefit of the VENUE and Client / Purchaser / User comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, or disuse of the VENUE or adjoining areas and ways, with limits and qualifications established by the VENUE.

All insurance required by express provision of the AGREEMENT shall be carried only in responsible insurance companies licensed to do business in the State of Mississippi. All such policies shall contain language, to the extent obtainable, to the effect that:

- (1) the insurer waives the right of subrogation against the VENUE
- (2) the policies are primary and non-contributing with any insurance that may be carried by the VENUE, and
- (3) they cannot be canceled or materially changed except upon prior written notice by the insurer to the VENUE.

In the event that any such cancellation or material change, then this AGREEMENT shall terminate and be of no further force and effect. Client / Purchaser / User acknowledges, understands, and agrees that they shall furnish the VENUE copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance at least thirty (30) days prior to Client / Purchaser / User's load-in.

A certificate of \$1,000,000 liability insurance to comply with the Tort Claims Act (BH 1940) with the Ellis Theater at Marty Stuart's Congress of Country Music and Congress of Country Music listed as the additional insured must be furnished to the VENUE no later than (30) days prior to the scheduled event. HB Tort Claims Act – The liability of a political subdivision or an employee, claims within the scope of this act arising out of an accident or occurrence happening after June 30, 1983 shall not exceed:

- \$100,000 to claimant for any number of claims for damage to or destruction of property arising out of single accident or occurrence.
- \$100,000 to claimant for all other claims arising out of a single accident or occurrence
- \$1,000,000 for any number of claims out of a single occurrence or accident.

INSURANCE REQUIREMENTS:

Client / Purchaser / User acknowledges, understands, and agrees that they will provide the following insurance coverage for use of the VENUE:

- A minimum \$1M of General Liability coverage. Higher limits may be required for larger events.
- General Liability policy to be primary and non-contributory with waiver of subrogation in favor of the Congress of Country Music. Policy to name CONGRESS OF COUNTRY MUSIC as an additional insured.
- Statutory Workers Compensation for organizations with employees
- Crime coverage with a Third-Party Endorsement should be considered if there are any valuables housed at the facility.

All insurance must be evidenced on the standard ACORD form certificate of insurance. All insurer must be licensed to do business in the state of MISSISSIPPI. Acceptable insurers shall be rated "A" or higher from the rating agency A. M. Best.

CLAIMS:

Client / Purchaser / User acknowledges, understands, and agrees that it will indemnify and hold harmless the Ellis Theater at Marty Stuart's Congress of Country Music and the Congress of Country Music and members of its Governing and Management Board, as well as its elected officials, officers, agents, and employees from all claims for damage to persons or property by reason of Client / Purchaser / User's negligence or Client / Purchaser / User's acts or those of Client / Purchaser / User's employees or agents in connection with the Client / Purchaser / User's occupancy of the VENUE.

ACT(S) OF GOD:

In the event that the VENUE is unfit for occupancy by Client / Purchaser / User during the period covered by the AGREEMENT, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the VENUE, then this AGREEMENT shall be of no further force and effort. The VENUE will not be liable for any costs other than to refund a deposit, in the event that the VENUE is unfit for occupancy by a Client / Purchaser / User.

CLIENT / PURCHASER / USER INITIALS _____



ARBITRATION:

The VENUE and the User recognize the delays, expense, and difficulties involved in providing through legal or arbitration proceedings the actual losses suffered by the VENUE if the contractual requirements are not finally complete on time. Accordingly, instead of requiring any such proof, the VENUE and the User agree that as liquidated damages for delay (but not as a penalty) the Client / Purchaser / User shall pay the VENUE \$1,500 for each calendar day that expires after the time specified in the Contract, including any extensions allowed by mutual agreement of both parties.

DEFACEMENT OF FACILITY:

No client shall allow nails, tacks, tape of any kind, screws, or similar material to be driven or placed in any part of the premises. This includes seating, floors, walls, doors, curtains or any other surface or items in the VENUE. There shall be no painting on the stage or inside of the VENUE. Repair or the expense of replacement for any and all damage will be the responsibility of the Client / Purchaser / User.

REPAIRS:

Client / Purchaser / User acknowledges, understands, and agrees that the Client / Purchaser / User will be responsible for the replacement/repair of any VENUE furniture, flooring, seating, displays, artwork, equipment, appliances, materials, lighting, props, sets and/or supplies broken or damaged due to, accidents, use or misuse, neglect, and/or vandalism on the part of any individual associated with the Client / Purchaser / User or any person attending the Client / Purchaser / User's event.

It is also the Client / Purchaser / User's responsibility to provide proof of insurance at least 30 business days prior to the event. The Client / Purchaser / User acknowledges, understands, and agrees that the Client / Purchaser / User have read and understand the guidelines / restrictions and will abide by and help in the enforcement of said guidelines / restrictions.

FACILITY ACCESS:

The building and premises, including keys thereto, shall be at all times under the control of Management. Authorized representatives of the VENUE shall have the right to enter the premises at all times during the periods covered by the AGREEMENT. The presence or lack of security shall not alter the fact that VENUE, under the terms of the AGREEMENT, assumes no liability for the loss, theft or damage to the property of the Client / Purchaser / User.

KEYS TO FACILITY:

No keys to the VENUE will be afforded to any Client / Purchaser / User or artist, performer or vendor hired by the Client / Purchaser / User.

MANAGEMENT ACCESS:

Management and any other authorized representative of the VENUE shall have the right to access in all areas of the VENUE during the period covered by this AGREEMENT in order to ensure compliance with this AGREEMENT.

CONTROL OF PREMISES:

It is understood that no agreement with the Client / Purchaser / User relinquishes VENUE's right to control the management of the facility and to enforce all laws, rules and regulations.

USE OF EQUIPMENT & SPACES:

All sets, costumes, lasers, flash pots and other materials must conform to existing fire and safety codes. Any construction or painting to be performed on the premises must be approved by the Venue Director. The use of open flame, chemical foggers or other special effects is subject to prior approval of Management. Pyrotechnic effects require a permit from the Fire Department.

Exit doors, exit paths and fire extinguishers must not be obstructed at any time. All cable runs are subject to the advance approval of the Venue Director.

House sound, lighting or other production equipment may not be removed from the control booth or from any other space that it may occupy. When an outside production vendor is required, it is the sole right of the Venue Director both in selecting and approving the sound vendor and in selecting and approving the equipment to be used. In order to protect the VENUE as well as a matter of public health and safety, Management reserves final authority on determining volume levels for all events.

The Client / Purchaser / User acknowledges, understands, and agrees that they will not, at any time use tape, tacks, or nails in the doors, walls, floors, or any other surfaces in the VENUE. The User should consult with the Venue Director prior to securing cable, dance floors or any other items.

NOTHING can be hung from lighting fixtures (including lamps), chandeliers, sprinkler pipes, or other fixtures of the theatre.

CLIENT / PURCHASER / USER INITIALS _____



LOBBY:

- Do not move or remove existing furniture or add furniture without permission of Management.
- If any furniture must be moved for any reason, it must be done by Ellis Theater or Congress of Country Music Personnel and under the direction of the Venue Director. No exceptions.
- No signs are to be posted on windows, walls, doors, ceiling, floors, furniture, curtains or any other surfaces.
- No gaffers tape, scotch tape, duct tape, or tape of any kind is to be used anywhere in the VENUE (this includes the entire VENUE).

STAGE AND WINGS:

ABSOLUTELY NO FOOD OR DRINK ARE ALLOWED ON THE STAGE DECK. All food and drinks are to be kept in the Green Room area and ONLY on the serving or dining tables.

AUDIENCE MEMBERS AND GUESTS ARE NOT ALLOWED ON STAGE BEFORE, DURING, OR AFTER PERFORMANCES. Please make arrangements to meet any guests in the lobby. This is a safety issue and must be adhered to. For your safety, keep the areas clean and do not block fire exits.

DRESSING ROOMS AND GREEN ROOM AREA:

The Green Room Area is a unique and special area where our Guest Artists and Entertainers are able to relax and / or prepare for their upcoming performance. It has been designed set up to be a comfortable and relaxing space and must be treated with great care and respect. The Green Room is a very important part of a working, historic venue and museum with many valuable and / or priceless items and works of art contained within. The Green Room is a part of any guided tour and will be potentially viewed by our sponsors, other clients, visiting dignitaries and fans of the Congress of Country Music (COCM) and it MUST be kept clean, tidy and presentable at all times. Failure to take extra special care of the Green Room Area and its contents will result in the Client / Purchaser / User being barred and banned from the Green Room Area and unable to use the space.

ABSOLUTELY NO FOOD OR DRINKS ARE ALLOWED IN ANY GREEN ROOM AREAS **WITH THE EXCEPTION OF THE LARGE DINING TABLE**. ABSOLUTELY NO FOOD OR DRINK ARE ALLOWED IN THE DRESSING AREAS OR IN THE SITTING AREAS. No food is to be left in the Green Room Area overnight.

Green Room Area furniture IS NOT TO BE MOVED or rearranged in any way. If any furniture must be moved for any reason, it must be done by Ellis Theater or Congress of Country Music Personnel only and under the guidance and direction of the Venue Director. No exceptions.

All furniture in the Green Room must be greatly cared for and used properly. Chairs and couches are for sitting ONLY. Standing, jumping, laying, sitting on top of the furniture, or any other misuse, intentional or otherwise, of the furniture is not permitted and may result in the ejection of the violator(s) from the Green Room area and the Client / Purchaser / User being barred or banned from the use of the Green Room. NO FOOD OR DRINK ARE ALLOWED ON THE GREEN ROOM FURNITURE.

At the end of each and every rehearsal, any and all trash, shoes and clothing must be picked up from the floors, hung on a hanger and placed on a clothing rack or placed NEATLY where it should be, so staff can clean without disturbing your personal items. Please make sure EACH NIGHT everything is placed in the trash cans or hung / placed where it belongs. The VENUE will not be responsible for any items that are discarded due to the failure to comply.

At the completion of your event and at the end of every rehearsal, please make sure all dressing rooms are the same as when you moved into the VENUE (bathrooms, floors, mirrors, etc.). Additional cleaning fees may be added to your final invoice if the Green Room area is not kept clean and presentable.

In order to ensure the care, preservation and presentation of the Green Room and its contents at all times, the Client / Purchaser / User must agree to have a Green Room monitor added as an expenses to their rental fee. This person will be provided by the VENUE and will be an Ellis Theater or Congress of Country Music Personnel. This monitor will be present in the Green Room at all times that the Green Room is in use by the Client / Purchaser / User and will have the final say in any and all matters related to the use and care of the Green Room. Failure to follow this procedure may result in the loss of the Client / Purchaser / User's damage deposit.

GUESTS BACKSTAGE OR IN THE GREEN ROOM:

Guests, Parents or any other persons who are not a part of the actual performance are not permitted anywhere onstage, backstage, or in the Green Room Area before, during or after a performance or during intermission. All doors leading to the stage will be locked and no admittance gained following a performance and during an intermission. Please make arrangements to meet any guests in the lobby.

This is a safety issue as well as a logistical concern and absolutely MUST be adhered to. Performers, Technicians and Stagehands need to be able to do their work quickly and without obstruction.

CLIENT / PURCHASER / USER INITIALS _____



MAXIMUM OCCUPANCY BACKSTAGE:

The VENUE has an established maximum occupancy of 40 persons in the VENUE's Backstage / Green Room areas. All events will be restricted to no more than the aforementioned number on any rental day. Client / Purchaser / User acknowledges, understands, and agrees to assume responsibility to limit access following performances to audiences, in order that the maximum may not be exceeded.

LOADING ENTRANCE:

All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the building only at such entrances as may be designate by Management. Any and all articles, exhibits, fixtures, materials, displays, etc. brought in to the venue must be on soft-wheeled casters. No hard wheels are allowed on the stage deck.. NO ARTICLES, EXHIBITS, FIXTURES, MATERIALS, DISPLAYS, ETC., ARE ALLOWED TO BE SET, DRAGGED OR MOVED ACROSS OUR STAGE OR FLOORS UNLESS THEY ARE ON APPROVED CASTERS!!!

STAGE ENTRANCE:

All performers and participants must use the back stage entrances. No other doors are to be used by performers or stage personnel, nor will any doors be propped open. Management shall determine if and when the doors are to be unlocked. Client / Purchaser / User may provide its own security service for the stage entrance.

SCENERY CONSTRUCTION & PAINTING:

Client / Purchaser / User acknowledges, understands, and agrees that they will not at any time engage in the construction or painting of scenery, properties, or other goods without prior approval of the Venue Director. No construction may occur on the stage at any time. ABSOLUTELY NO GLITTER IS ALLOWED IN THE VENUE!!

Any and all scenery, props, costumes, equipment, etc., brought in to the venue must be on soft-wheeled casters. No hard wheels are allowed on the stage deck. NO SCENERY, PROPS, COSTUMES, EQUIPMENT, ETC., ARE ALLOWED TO BE SET, DRAGGED OR MOVED ACROSS OUR STAGE OR FLOORS UNLESS THEY ARE ON APPROVED CASTERS!!!

SCENERY REMOVAL:

All scenery, props, costumes, equipment, etc. belonging to the Client / Purchaser / User must be removed by the Client / Purchaser / User immediately following the final performance. All items not removed from the building will be assumed trash and disposed of accordingly at strike.

Any and all scenery, props, costumes, equipment, etc., brought in to the venue must be on soft-wheeled casters. No hard wheels are allowed on the stage deck. NO SCENERY, PROPS, COSTUMES, EQUIPMENT, ETC., ARE ALLOWED TO BE SET, DRAGGED OR MOVED ACROSS OUR STAGE OR FLOORS UNLESS THEY ARE ON APPROVED CASTERS!!!

STORAGE:

Client / Purchaser / User agrees to remove all sets, property and costumes immediately following the final performance. If performances span over multiple days or weekends, Client / Purchaser / User agrees to clear all sets, property and costumes following each Sunday performance. Any storage requests of sets, property and costumes are subject to view and must be listed in a Rider to the Contract if approved by the Venue Director.

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the VENUE, neither the VENUE, its officers, agents nor employees shall be liable for any loss, damage or injury to such property.

FLAMMABLE MATERIALS:

No flammable materials such as bunting, tissue paper, crepe paper, etc. will be permitted to be used for decorations. Open flames in any area of the building are strictly prohibited, regardless of how they are fueled, unless approved by Management. Permits are required from the Fire Department for any open flames.

FIREPROOFING:

All scenic materials brought in to the space by client must be flame proofed and/or conform to the Uniform Fire Code.

SMOKING:

Smoking is not permitted in any area of the facility. The Client / Purchaser / User acknowledges, understands, and agrees that they shall be responsible for enforcing the no-smoking regulation. Failure on the part of the Client / Purchaser / User to enforce this regulation shall constitute a breach of contract and can, at the option of Management, cause the termination of said AGREEMENT as well as refusal of future usage.

CLIENT / PURCHASER / USER INITIALS _____



CHAPERONING OF CHILDREN:

Events incorporating or involving children must have all children under adult supervision at all times in the performance and support areas and spaces. These adults, along with a list of those adult's names and contact information, must be supplied by the Client / Purchaser / User to Management. These adults agree to act under the direction of Management and to comply with any and all rules, regulations and any direction given by Management.

There must be 1 responsible and consenting adult, such as a parent or teacher, for every 8 children or minors under the age of 21. These Adults acknowledge, agree, and understand, that they too will be held liable and responsible for any damages that may occur to any furniture, equipment, or other items belonging to or contained within the Ellis Theater or Congress of Country Music in any spaces occupied by children or minors under the age of 21.

Any child or minor under the age of 21 who is sick or displays signs of sickness or illness must be taken off of the premises immediately.

Any unruly, defiant or otherwise disruptive or destructive children or minors under the age of 21, along with their parent or guardian, will be asked to leave the VENUE and the Venue Property.

SOMEONE WHO IS IN CHARGE (AN ADULT) MUST STAY UNTIL ALL CHILDREN ARE PICKED UP BY THEIR PARENTS OR A RESPONSIBLE ADULT. CHILDREN CANNOT BE LEFT UNATTENDED OR WITH VENUE STAFF.

TAP SHOES / CLOGGING SHOES / SHOES WITH METAL ON THE SOLES OR EDGES:

Tap shoes, clogging shoes, or any other type of shoe that has any sort of metal attached that could potentially come in to contact with our stage floor or any other flooring may NOT be worn. These type of shoes may ONLY be used ON THE STAGE if the client lays down a Marley flooring or other APPROVED dance floor covering over our stage deck.

Tap shoes, clogging shoes, or any other type of shoe that has any sort of metal attached that could potentially come in to contact with our stage floor or any other flooring ARE NOT TO BE WORN IN ANY AREA OF THE VENUE other than the Dressing Room or on the stage deck provided that the stage deck has been covered with an approved floor covering. Tap shoes, clogging shoes, or any other type of shoe that has any sort of metal attached that could potentially come in to contact with our stage floor or any other flooring must be removed if the wearer needs to walk outside of the two designated areas. Failure to follow this procedure may potentially result in the loss of the Client / Purchaser / User's damage deposit.

ANIMALS PROHIBITED:

No animals, except registered service animals with proof of certification, are allowed in the VENUE space for any reason.

CONFETTI:

Confetti may be used during a performance provided that: a) it is of a large variety and b) the Client / Purchaser / User agrees to sweep, clean and / or vacuum any and all confetti released in the VENUE. Any confetti left in the VENUE may result in an additional cleaning fee being charged to the Client / Purchaser / User or the potential loss of the Client / Purchaser / User's damage deposit. ABSOLUTELY NO GLITTER IS ALLOWED IN THE VENUE!!

FORBIDDEN ACTS:

Client / Purchaser / User acknowledges, understands, and agrees that they will not do, or permit to be done, anything in or upon any portion of the premises or bring anything therein which will in any way conflict with the condition of any insurance policy upon the building. The Client / Purchaser / User acknowledges, understands, and agrees that they will not operate any engine or motor or machinery on the premises or use oils, burning fluids, kerosene or gasoline for mechanical or other purposes without the written consent of the Management.

FOOD & BEVERAGES / CONCESSION SALES / CATERING / MERCHANDISE SALES:

No food or beverages will be consumed on the premises, except in areas designated and assigned by Management. NO FOOD OR DRINKS ARE ALLOWED IN ANY GREEN ROOM AREAS WITH THE EXCEPTION OF THE LARGE DINING TABLE. NO FOOD OR DRINK ARE ALLOWED IN THE DRESSING AREAS OR IN THE SITTING AREAS. NO FOOD OR DRINKS ARE ALLOWED ON THE STAGE DECK.

The VENUE retains an exclusive catering contract and agreement with a catering service. Any and all catering for any and all events, programs, or other type of production must go through our exclusive catering vendor. No outside food or drinks will be permitted in the VENUE.

The VENUE retains the exclusive right to sell beverage / food concessions and shall retain one hundred percent (100%) of such receipts. Only the VENUE will offer concessions. No concessions, or other outside food or drinks, will be allowed by the Client / Purchaser / User.

The VENUE reserves the right to permit sale of merchandise / service sales only from designated areas and to supply house personnel as sellers for a fee to the Client / Purchaser / User of \$75.00 per seller. Total house commission will be twenty percent (20%) on total sales after tax, to be paid at the end of Client / Purchaser / User's event. Client / Purchaser / User acknowledges, understands, and agrees that they are responsible for payment of all sales tax.

CLIENT / PURCHASER / USER INITIALS _____



TICKETS & BOX OFFICE:

The VENUE shall reserve the right to retain six (6) seats per performance as house seats to be used at Management's discretion, excluding sales purposes.

All ticketed events at the VENUE must use the VENUE's Ticket Agent System; this will be arranged by the VENUE. Client / Purchaser / User acknowledges, understands, and agrees that they will pay the VENUE for the following ticketing costs;

- 5% of gross sales, including Online, Box Office, Phone Orders, Consignment, and any other Ticket sales
- 4% or current market rate of credit card sales
- \$.50 per printed Ticket for all Tickets, including any comps or free tickets
- \$75.00 box office set-up fee per event
- All Tickets will incur a \$2.00 ticketing fee and a \$2.00 historical restoration fee will be added to each ticket price

The Ticket Box Office will only sell tickets by its computerized ticketing network. The VENUE has an exclusive ticketing agreement and is the only professional outlet system that may be used.

The Box Office is open Monday through Friday from 8:00 am to 11:00 am, 8:00am - 5:00pm on Thursday and one hour prior to scheduled door times for all ticketed events. Hours of operation are set by Management and may vary during different periods of the year.

The VENUE nor Client / Purchaser / User will sell or distribute or permit to be sold or distributed, any tickets or event pass in excess of seating capacity.

Regardless of age, every person entering the venue must have a ticket in order to ensure Venue Capacity is not exceeded. Lap passes (children up to 2 years old) can be distributed at the discretion of the Client / Purchaser / User.

The ticket office will not accept payment of any kind at the Will Call window. All tickets on Will Call provided by the Client / Purchaser / User must be pre-paid.

COMPLIMENTARY TICKETS:

Client / Purchaser / User acknowledges, understands, and agrees that no more than five percent (5%) of house capacity may be used for complimentary tickets. At our current seating capacity, this equates to 25 tickets.

The issuance of press passes and other complimentary tickets shall be the responsibility of the Client / Purchaser / User. On percentage engagements, the VENUE shall have the right of approval on all complimentary tickets.

Complimentary ticket requests for the Will Call window must be submitted in writing to the Box Office no less than 48 hours prior to event.

FREE ADMISSION EVENTS:

Client / Purchaser / User acknowledges, understands, and agrees that all events, including events without an admission charge, must provide for admission, a ticket for each person in attendance. Tickets will be audited through the VENUE's ticketing system and will be subject to a \$.50 per ticket charge.

REHEARSAL ATTENDANCE:

Rehearsals are defined, as productions performed without an audience or with no more than twenty (20) people watching the production. If the Client / Purchaser / User exceeds the stated maximum, the Client / Purchaser / User shall be responsible for payment of performance rate for the day(s) applicable.

TICKETING REFUNDS:

In the event of cancellation with a 60-day notice, refunds shall be available at the point of purchase beginning the second business day after the cancelled event. The VENUE will not be responsible for providing refunds for tickets sold by the Client / Purchaser / User. Client / Purchaser / User acknowledges, understands, and agrees that it will be their sole responsibility to provide said refunds.

BOX OFFICE SETTLEMENTS:

Client / Purchaser / User acknowledges, understands, and agrees that the box office settlement check will not be issued until such time that all revenues have been received from ticket outlets. This may take up to 5 - 7 business days.

USE OF SEATING & PUBLIC RESTROOMS:

Management has the authority to restrict the use of public restrooms and seating areas in the theatre prior to performance, with the intent to avoid situations where it becomes necessary to re-clean a public access area after it has been made ready for a performance.

CLIENT / PURCHASER / USER INITIALS _____



HOUSE – THEATRE SEATING AREA / SEATING CAPACITY:

Seating capacity of the house will be strictly enforced. Regardless of age, every person entering the venue must have a ticket in order to ensure Venue Capacity is not exceeded. Only existing theatre seats may be used. No additional chairs or seats may be brought in by order of the Fire Marshal.

The Balcony area seating will be closed off until the lower-level seating is filled.

The Box Seat area is not accessible, available or otherwise allowed to be used for any event, public or private, except by special and written permission of the box owners and approved by Management.

ACCESSIBLE SEATING:

Client / Purchaser / User acknowledges, understands, and agrees that they shall in no way obstruct the rows in the auditorium that are exclusively reserved for accessible seating.

BLOCKING OF HOUSE EGRESS:

Due to fire regulations, no aisle, doorway or other egress is allowed to be blocked in any manner. Strollers, wheelchairs, push-carts, chairs, added seating, or any other large item cannot block aisles, steps or exits.

BILLING:

Client / Purchaser / User acknowledges, understands, and agrees that they will only reference their event as being “at the Ellis Theater” and in no way will imply that the event is a project of the VENUE as a producer or co-sponsor. At no time shall the Client / Purchaser / User identify the producing organization as a “Resident Company” of the VENUE.

ADVERTISING & PROMOTION:

Client / Purchaser / User acknowledges, understands, and agrees that the VENUE will not provide promotional services such as advertising, press releases, direct mail, program printing or any other promotional resources related thereto. Client / Purchaser / User therefore accepts sole responsibility for promoting its event.

Client / Purchaser / User acknowledges, understands, and agrees that they shall not distribute or circulate any advertising matter at the entrance to, or in or about the VENUE, except such advertising as may pertain to the immediate attraction for which the AGREEMENT is granted.

All media advertising must include

- Ticket sales location(s)
- Ticket prices
- Time & date of performance(s)

In any advertisement to appear in whatever form: posters, flyers, newspapers, etc., the VENUE, and its facilities, shall be identified as follows: “The Ellis Theater at Marty Stuart’s Congress of Country Music”.

The Client / Purchaser / User is required to sell all tickets at the prices advertised, and no deviation will be allowed unless approved in writing by Management.

SIGNS & POSTERS:

Client / Purchaser / User acknowledges, understands, and agrees that they shall not post or exhibit any signs, banners or other types of advertisements without prior permission of Management. The VENUE will not assume responsibility for the safety of said materials.

INTERRUPTION OR TERMINATION OF EVENT:

VENUE retains the right to cause interruption or termination of any event when, in the sole judgment of the Venue Director, such action is necessary in the interest of public safety.

CURTAIN TIMES:

Curtain will not be held beyond advertised times except for the following reasons: Equipment malfunction, weather or traffic conditions as determined by Management, illness or tardiness on the part of a performer. Venue Director will make the final decision determining the holding of a curtain.

INTERMISSIONS:

The Client / Purchaser / User acknowledges, understands, and agrees that for all programs and events lasting two hours or more, a running schedule for each performance or event will be provided to Management at least 7 working days prior to the engagement. All such schedules will include intermission times. Management shall retain the right to cause the interruption of any performance when in sole judgment of Management, such interruption is necessary in the interest of public safety.

CLIENT / PURCHASER / USER INITIALS _____



USHERS, TICKET TAKERS, DOOR GUARDS:

Volunteer ushers and ticket takers are provided by the VENUE at no additional charge to the Client / Purchaser / User for ticketed events. Volunteer ushers do not provide security. User may elect to provide additional personnel with advance approval of the Venue Director. Management of the VENUE shall have the right to veto or modify any order or direction issued by Client / Purchaser / User, its employees or its contractors to its events personnel if Management deems such action is necessary.

EVENT PROGRAMS:

The VENUE does not provide printed programs for rental engagements. If the Client / Purchaser / User provides a program, the VENUE will arrange for its ushers to distribute them, if agreed upon beforehand and it is listed in the rental agreement. The VENUE retains the right to insert promotional material for upcoming events into any program. Any copy concerning the VENUE must be approved in advance by Management.

UTILITY CONNECTIONS:

Unless otherwise authorized by Management, all electrical and other utility work required to be done on the premises in connection with the Client / Purchaser / User's needs shall be furnished by the VENUE. The Client / Purchaser / User shall pay the VENUE for time and materials.

TECHNICAL INFORMATION:

Client / Purchaser / User is required to provide all necessary technical information to the Venue Director and / or Production Manager no later than thirty (30) days prior to the first day of the engagement. Generally, the Client / Purchaser / User will provide said information in a pre-production meeting at the VENUE, but the Venue Director may allow the User to provide written specifications with follow-up by telephone.

Management and all VENUE staff will take no responsibility for problems resulting from inadequate advance planning or a lack of proper communication with VENUE. The Venue Director and his assigned representatives reserve the right to alter any aspect of a production of which there is a question of safety for participants and/or protection of VENUE equipment.

CONTROL OF STAGE EQUIPMENT:

No stage rigging, stage lighting or any other stage equipment can be used or changed without prior approval of the Venue Director.

LIGHTING INVENTORY:

The lighting inventory will be used as is. No re-lamping or reconfiguring of the lighting system will be done unless necessary to replace an expired lamp, and no conversions will be made.

STAGE CREW:

Events scheduled to take place in the VENUE shall utilize the services of professional stage crews as determined by the Venue Director and the Production Manager. The VENUE reserves the right to select its own crew vendor. After examining the event's requirements at a pre-production meeting, the VENUE will determine the minimum number of personnel required for pre-production, load-in, set-up, rehearsal, performance, load-out and restoration.

In the event that additional production equipment is needed, the VENUE will select the production vendor(s). The Client / Purchaser / User will be required to pay the VENUE for the in-house use of stagehands at the then current labor rates. Management, on request, will quote rates. The Production staff or a designated representative shall have the authority to veto or modify any order or direction issued by the Client / Purchaser / User, its employees or other contracted labor. Management reserves the right to remove any personnel associated with the show at any time, for reasons of misconduct or failure to abide by house rules.

RECORDING:

Client / Purchaser / User and VENUE agree both parties may record event for internal purposes only. Client / Purchaser / User acknowledges, understands, and agrees that any recording, either visual or audio, made of the event covered by this contract for the purpose of selling at a later date is subject to a \$4,500.00 recording fee payable to the Congress of Country Music for said privilege. Any recordings sold must be given location credit "Recorded @ The Ellis Theater at Marty Stuart's Congress of Country Music."

BROADCASTING & VIDEO RECORDING:

No event may be photographed in the VENUE, nor may be broadcast, videotaped, recorded or otherwise reproduced without the consent of Management. The locations of cameras and video equipment are subject to approval of the Venue Director or his authorized representative. No video streaming will be allowed or permitted without the consent and approval of the Venue Director.

MOTION PICTURE & VIDEO PROJECTORS:

No motion picture or video projectors shall be allowed in the building without special permission from Management.

LOSS & THEFT:

Client / Purchaser / User acknowledges, understands, and agrees not to hold the VENUE responsible for any lost or stolen items.

CLIENT / PURCHASER / USER INITIALS _____



SECURITY:

Client / Purchaser / User acknowledges, understands, and agrees to pay for two or more security guard(s) to be on-site for the duration of the Client / Purchaser / User's event at a rate of \$45 per hour, or current market rate, anytime the VENUE is in use.

EMERGENCY MEDICAL PERSONNEL:

Client / Purchaser / User acknowledges, understands, and agrees to pay for one or more Emergency Medical Personnel to be on-site for the duration of the Client / Purchaser / User's event at a rate of \$50 per hour, or current market rate, anytime the VENUE is in use.

CUSTODIAL & CLEANING:

Client / Purchaser / User agrees to pick-up any excess trash or waste which shall be placed in the garbage cans that are placed around the VENUE and to leave the VENUE in broom clean condition. Failure to follow this procedure may result in additional cleaning fees or the loss of the Client / Purchaser / User's damage deposit.

Client / Purchaser / User acknowledges, understands, and agrees to pay any and all custodial and/or cleaning fees and cleaning services associated with and/or following the Client / Purchaser / User's event and/or any rehearsals prior to the Client / Purchaser / User's event. Multiple cleanings of the VENUE may be required for which the Client / Purchaser / User shall be responsible.

OBSTRUCTIONS:

No portions of the sidewalks, entries, halls, elevators or ways of access to public utilities of the premises shall be obstructed by the Client / Purchaser / User. Any damage resulting on account of any abuse or any misuse of any portion, facility or equipment, of whatsoever character, shall be paid for by the Client / Purchaser / User.

PARKING:

The VENUE does not guarantee parking for its users or staff and patrons of the users. The granting of a contract to use the VENUE shall in no way obligate the VENUE to provide parking for the Client / Purchaser / User. Trucks carrying equipment to be used by the Client / Purchaser / User in the presentation of the event may be loaded, unloaded and parked at the exclusive direction of Management. In the absence of permission to park at the loading door, the Client / Purchaser / User shall be responsible for finding suitable parking space elsewhere.

LOST ARTICLES:

Management of the VENUE has the sole right to collect and to have custody of articles left in the building by persons attending any event or exhibition. When lost articles can be readily identified to be the property of the Client / Purchaser / User, Management shall not be responsible for incurring any costs for shipping said articles to the owner.

COMPLIANCE WITH LAWS:

Client / Purchaser / User acknowledges, understands, and agrees to comply with all laws of the United States, the State of Mississippi, the county of Neshoba and the City of Philadelphia, and all rules and regulations established by authorized officers. The Client / Purchaser / User will not suffer to be done anything on said premises in violation of any such laws, ordinances, rules or regulations.

ADDITIONAL REGULATIONS:

The VENUE reserves the right to impose any additional rules or regulations, or to set special rental and use AGREEMENT, whether or not expressly provided herein, which may be necessary for the best interests of the VENUE. Such regulations shall be binding upon the Client / Purchaser / User.

THEATER
PHILADELPHIA, MS

CLIENT / PURCHASER / USER INITIALS _____