

# FY 2023 RENTAL RATES

The Center for Education  
and Performing Arts, Pell City, Ala.

## **Theater, Lobby and Shelter**

\$50 / Day: Administrative Fee

\$150: Custodial Fee

\$135: Hourly Rental

## **Gymnasium and Lobby**

\$50 / Day: Administrative Fee

\$150: Custodial Fee

\$165: Hourly Rental

## **Lobby OR Shelter**

\$50 / Day: Administrative Fee

\$100: Custodial Fee

\$70: Hourly Rental

## **Additional Items / Personnel**

\$2: Table

\$10: Per 25 Chairs

\$25: Cloth & Drape per area

\$100: Gym Floor Covering

\$15 per Additional Employee (Tech, Usher, Etc)

\$25 / hour: Special Technical Requirements



### **CEPA Management Corp**

25 Williamson Drive

Pell City, AL 35125

(205) 338-1974

[director@pellcitycepa.com](mailto:director@pellcitycepa.com)

[pellcitycepa.com](http://pellcitycepa.com)

*\* Local Nonprofit Rates Available on Request*

# RENTING CEPA | READ THIS FIRST

## SCHEDULING PRIORITY

The Center for Education and Performing Arts in Pell City, Ala. (CEPA) is jointly owned by the City of Pell City and the Pell City School System and is managed by CEPA Management Corp. These entities and their representatives receive top priority in reserving dates to use the facility. No individual, nonprofit or for-profit entity or organization may request that a reservation held by a representative of the owners be rescheduled.

Organizations, Businesses and Individuals can reserve the CEPA Lobby and Theater at any time, provided the facility is not reserved. The Gymnasium and Shelter Area are available after 4 p.m. Monday-Friday and at any time Saturday and Sunday. Any occupation of the facility by the Renter during traditional school hours must be approved by Pell City Schools as well as CEPA Management.

**All reservations are completed on a first-come, first-served basis per area. Multiple areas can be rented simultaneously by separate renters.**

## NO DEPOSIT REQUIRED

Individuals and organizations are not required to submit a deposit to schedule an event at CEPA. However, an event date will not be confirmed until CEPA Management has a signed copy of the Rental Agreement. **A credit card belonging to the renting individual or organization must also be filed with CEPA Management before a rental date will be confirmed.** The date in question will be considered OPEN until these are confirmed received by CEPA Management.

## RESERVATION WINDOW

A Rental Agreement must be completed, signed and approved a minimum of 14 days prior to any event.

## EQUIPMENT

Only approved technicians are allowed to operate light, sound, screen, curtain and fly systems. To schedule a Technician, contact CEPA. Additional charges will apply.

## RESTRICTED AREAS

Only approved personnel are permitted on catwalks, in certain backstage areas, in the orchestra pit and in the technical booth. No exceptions. **If a renter or representative of a renter is found in violation, CEPA Management reserves the right to nullify the Rental Agreement immediately and remove the renter from the premises.**

## PYROTECHNICS / FLAME

Pyrotechnics of any type are not permitted. Contact CEPA Management to determine if you are using any equipment that produces sparks or flame.

## GLITTER / CONFETTI

Glitter / Confetti of any type are not permitted at CEPA. **Use of these materials will result in an additional cleaning fee of \$150 charged to the credit card on file with CEPA Management.** BY signing the Rental Agreement, the renter agrees to prevent these materials from the premises during the event and agrees to this charge should this provision not be adhered to.

## SCRIPTS

For scripted performances, Renter must submit a script to CEPA. It must be approved in writing prior to the event. CEPA Management reserves the right to inform the public of any sensitive material it might contain.

## ADDITIONAL EQUIPMENT

Additional sound equipment, set pieces, props or additional items used on the stage or within CEPA must be approved by a member of CEPA Management prior to load-in.

## FABRICS

All fabrics used in set construction or on stage other than costumes must meet fire codes for stages as set up by local and state fire marshals.

## SECURITY

Events expected to exceed 500 in attendance must have CEPA Management-approved security personnel on-site.

## ADDITIONAL DISPLAYS

All attachments to the stage must be approved by CEPA Management staff and installed under supervision. No displays are permitted on the walls of the facility without approval from CEPA Management.

## CONCESSION SALES

Only permitted concessions may be sold and brought into the auditorium or gymnasium. Contact CEPA Management to determine if your concession items are permitted.

## USHERS / STAFF

Ushers and sales staff are the responsibility of the renter. CEPA can provide staff (Assistant) in accordance with the Rental Agreement.

## FACILITY CLEANUP

The facility must be cleaned immediately following its use, and cleanup time should be accounted for and scheduled. To schedule outside cleanup, contact the CEPA Executive Director. Additional charges may apply. Prompt removal of sets and costumes is very important due to the continued usage of the facility by both community and schools alike.

## NO PUBLIC ACCESS

During approved rental periods that take place outside traditional school hours, the facility is not considered a "public space," and **members of the general public retain no claim to occupancy.** The renter controls access to the rented portion of the building, and this can be enforced through CEPA Management staff, on-site security or via the Pell City Police Department if necessary. **The renter has the authority under the Rental Agreement to request that individuals of his or her choosing be prevented from entering the building, or to request that individuals of his or her choosing be removed from the facility.**

# RENTAL AGREEMENT

## CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping CEPA a well maintained and safe location for future use.

## DEPOSIT/RENTAL FEES

A signed contract, hereafter "RENTAL AGREEMENT" in accordance with the CEPA 2021 RATE SCHEDULE and a CREDIT CARD must be received to reserve your date(s) and time(s). Any balance of your space rental fee is due fourteen (14) days prior to your event. A copy of your Special Event Liability Insurance (see INSURANCE section below) is due no later than seven (7) days prior to your event. Any additional costs that arise will be charged to the credit card on file with CEPA Management within the seven (7) days following your event.

## INSURANCE

Special Event Liability Insurance is required of ALL renters and is due no later than seven (7) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring CEPA Management, The City of Pell City and the Pell City School System employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 Million, and general aggregate liability of not less than \$2 Million. CEPA MANAGEMENT CORP, THE CITY OF PELL CITY and PELL CITY SCHOOLS shall be named as an additional insured of said policy.

If alcohol is to be served please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Pre-Approved Catering Services may use their license and insurance to cover this. Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to CEPA Management, naming CEPA Management as stated, and will be delivered at least 7 days prior to the event.

## LIABILITY

Renter agrees to indemnify, defend, and hold CEPA MANAGEMENT, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at CEPA.

In the event CEPA MANAGEMENT, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay CEPA MAN-

AGEMENT, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by CEPA MANAGEMENT, including all collection expenses and interest due.

## CONCESSIONS / CATERING STANDARDS

Concessions / Catering Policy — The CEPA Concession Area is production and vendor space and is to be used for final food preparation and distribution only. Please note that CEPA MANAGEMENT does not provide dishes, glassware, pots, pans, knives or utensils. The Concessions production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event to prevent additional fees. A final walk-through with a member of our event staff is mandatory at the close of your event. Please refer to checklists posted in the Concessions Area.

Concession Operators and Caterers must properly bag and remove all trash and recyclables from the Concession Area and relocate them to the dumpsters behind the CEPA facility. Failure to remove or clean will result in additional fees to Renter and will be charged to the Renter's credit card on file.

## CREDIT CARD

CEPA MANAGEMENT requires a credit card to be on file during the entirety of your event. By signing this form you give CEPA Management permission to debit your account. This permission does not provide authorization for any unrelated debits or credits to your account.

## CEPA SHELTER STANDARDS

Renter acknowledges that the CEPA Shelter may be accessed by CEPA MANAGEMENT, ST. CLAIR COUNTY EMA, AND CEPA-APPROVED AUTHORITIES AND FIRST RESPONDERS at any time deemed necessary to protect members of the public. The room is a designated storm shelter for the community and will be converted to this capacity at any time deemed appropriate. Should the use of the Enhanced Backstage be used as a public shelter during the course of the rental period, CEPA MANAGEMENT agrees to refund both the deposit and rental cost for the space.

## LOBBY / STAGE / DRESSING ROOM STANDARDS

The CEPA Grand Lobby, Stage and Dressing Rooms are accessible during the Renter's pre-approved time. They will be provided in a clean condition, and the space should be returned to a clean condition immediately following the event to prevent additional fees. A final walk-through with a member of our event staff is mandatory at the close of your event.

Renter must clear all personal items, as well as properly bag and remove all trash from the Lobby, Stage and Dressing Rooms and relocate it to the dumpsters behind the CEPA facility. Failure to remove or clean will result in additional fees to Renter and will be charged to the Renter's credit card on file.

# RENTAL AGREEMENT

## CONDUCT

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of CEPA Management staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the event costs shall be made.

## SITE DECORATION

CEPA MANAGEMENT wants to make every event here a special and welcome experience. Therefore every effort will be made to allow Renter to prepare decorations reflecting their creative requirements. We ask that only the staff of CEPA MANAGEMENT rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques or seating. No nails, screws, staples or penetrating items are to be used on walls or floors. Glitter or foil (non-paper) confetti is not allowed on site. Only low-tack tape is allowed on our walls and must be removed during Wrap Up. Any damage will be charged after the event.

## LOAD-IN / LOAD-OUT

All load-ins and load-outs must take place within the designated time frame given by CEPA MANAGEMENT. If there is an event prior to yours, a timed delivery will be required. CEPA MANAGEMENT is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative.

## CLEANING, TRASH AND EQUIPMENT REMOVAL

CEPA MANAGEMENT will be in a clean condition prior to your event. Within the reserved time of the event, the Renter is required to return the space to the same clean condition in which it was found with the exception of the Audience Seating Area in the Theater. All rental equipment and props must be removed immediately following the event.

## ENTRY AND EXIT

Renter agrees that CEPA MANAGEMENT staff may enter and exit premises during the course of the event. A representative of CEPA MANAGEMENT will

be on site during the entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. CEPA MANAGEMENT will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

## CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug-free and non-smoking facility at all times, NO EXCEPTIONS. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. CEPA MANAGEMENT reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of CEPA MANAGEMENT, the City of Pell City or the Pell City School System or the safety of its staff, guests, or building contents.

## LOST AND FOUND

CEPA MANAGEMENT takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

## CANCELLATION

Any Date-Hold Deposit is Non-Refundable. From 14 days prior to event, NO SPACE RENTAL PAYMENT(S) WILL BE REFUNDED WITHIN 14 DAYS OF A SCHEDULED EVENT.

## FORCE MAJEURE

Neither CEPA MANAGEMENT nor RENTER will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

# RENTAL AGREEMENT

By signing the "Confirmation of Rental", the renting client or corporation agrees to all requirements set within this Rental Agreement.

## SIGNATURE

**RENTER NAME**

**EVENT DATE(S)**

**EVENT TITLE**

**BUILDING ENTRY TIME**

**FIRST SHOW START TIME**

**SECOND SHOW START TIME**

**BUILDING EXIT TIME**

**EMAIL**

**PHONE**

**ADDRESS**

**SECONDARY POINT OF CONTACT**

**EMAIL**

**PHONE**

**SIGNED: RENTER**

**PRINT NAME: RENTER**

**SIGNED: CEPA**

**PRINT NAME: CEPA**

**TOTAL DUE**

**\$** \_\_\_\_\_

## **ADDENDUM FY2023 CEPA RENTAL AGREEMENT**

### **EXTENDED HOURS**

CEPA Management Corp. requires that all renters precisely schedule their occupancy times. Staffing for rentals will adhere to the load-in and load-out hours listed on the final Rental Agreement. Should a renter fail to fully exit the facility by the conclusion of the scheduled rental period, additional fees will apply.

- One Minute to One Hour over Scheduled Occupancy: **Per hour charge x 1.5**
- Each Additional Hour over the Scheduled Occupancy Beyond the First: **Per hour charge x 2**

*(Example: A theater rental hour is \$135. Extending beyond the scheduled time will result in the next hour being charged to the renter at a rate of \$202.50. If the renter has not exited the facility within that hour, the next will be charged at a rate of \$270.)*

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### **SIGNATURE**

By signing the “Confirmation of Rental”, the renting client or corporation agrees to all requirements set within this Rental Agreement. Handwritten signatures will be accepted to confirm reservations, as will digital signatures.

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### **GYM FLOOR RESTRICTIONS**

CEPA Management no longer permits the use of certain heavy equipment (wheeled or non-wheeled), furniture, staging or other items on the Gymnasium floor that could cause permanent damage.

During a renter’s walkthrough or consultation regarding their prospective use of the gymnasium, all materials that the renter anticipates will be placed on the gymnasium floor should be listed and explained in detail to CEPA Management administrative staff. The renting individual or agency should have technical specifications readily available for all inanimate materials that are intended to be used on the gymnasium floor weighing approximately 100 pounds or more. Such specifications should be provided immediately upon request by CEPA Management.

No Gymnasium rentals will be permitted without CEPA Management’s review and approval in writing (signed document or digital communication) of the items that are to be placed on the Gymnasium floor. Should a renter place inanimate items weighing more than 100 pounds onto the Gymnasium floor without proper verification by CEPA Management, the organization reserves the right to cease any event operations and terminate the Rental Agreement

immediately. No refunds will be issued should an Agreement be terminated in this manner, and the renter will be asked to vacate the premises.