



**The Booker T Theater**  
170 East Thomas Street, Rocky Mount, NC 27801

### Facility Use Application

**RESERVATIONS ARE NOT HELD WITHOUT COMPLETED APPLICATION  
AND REQUIRED NON-REFUNDABLE BOOKING FEE**

**CONTACT INFORMATION** (Please Print)

Date of Application: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip Code Billing Address (if

different): \_\_\_\_\_

Street

City

State

Zip Code

Phone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

#### EVENT INFORMATION – (PLEASE PRINT)

Minimum of 2 hours rental required Monday through Friday, and **4 hours minimum hours on Saturday and Sunday.**

**DAY of Rental:** \_\_\_\_\_ **DATE of Rental:** \_\_\_\_\_

**Hours of Use: From:** \_\_\_\_\_ **To:** \_\_\_\_\_

*(Hours must include your decorating and clean up time.)*

**Number of people expected to attend:** \_\_\_\_\_ **Event Type:** \_\_\_\_\_

**Describe the Event** (include decorations): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will alcohol be served? NO  YES

*(IF YES must apply one month prior to the event date. See Procedure for Obtaining Permission to Serve Alcohol.)*

**Failure to comply will result in event cancellation and forfeit of booking fee. **NON-REFUNDABLE ALCOHOL FEE: If you check "YES" that you are having alcohol at your event you are required to****

**pay a non-refundable \$50 ABC administration fee at time of booking. This should be included with your facility rental booking fee payable to the City of Rocky Mount.**

**Payments of any type accepted at the facility requires Police Security for the duration of the event.**

Is Police Security required? NO  YES

**NON-REFUNDABLE BOOKING FEE:** A non-refundable booking fee of \$500.00 or the total amount of your application, which ever is less, must be paid at the time of application submittal. Reservations will not be held without completed application and booking fee.

**BALANCE:** The balance must be paid at least 30 days prior to the event date.

**CANCELLATION AND REFUND POLICY:** 100% refund if the Parks and Recreation Department cancels the event reservation. 85% refund less the non-refundable fee if the customer cancels the event reservation at least 30 days prior to the event date. No refund if the customer cancels the event less than 30 days in advance of the event date, or if customer fails to abide by contract; *ex: failure to secure proper permits or security.*

**Signature of Renter** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Booker T Theater**  
170 East Thomas Street, Rocky Mount, NC 27801

**RENTAL RATES (Per hour rates): Sunday through Saturday**

City Resident or Non-Profit Organizations (501C3)	\$ 125.00 (per hour)
Non-city Resident	\$ 188.00 (per hour)

Rental hours include decorating and cleanup time. Booker T rental fee includes all available equipment and supervision of the event. A request must be made to reserve the projector system and microphones with stands.

**General Information**

**HOURS OF USE:** Sunday through Thursday (8:00 AM – 12:00 AM) and Friday and Saturday (8:00am – 1:00 AM). The Booker T Theater is closed on New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and the Day after Christmas.

**CAPACITY:** Tables and chairs- 110. Standing/floating receptions, 330. Chairs only, including the balcony seating, 235. Capacities are base on type and style of the event setup, and will be adjusted accordingly.

**EQUIPMENT:** The Booker T provides tables and chairs up to the maximum capacity of the event type and event setup at no extra charge. If additional equipment is necessary to reach the capacity based on your approved setup style, it is the responsibility of the renter to rent it from another source at the renter’s expense. Renter is responsible to setup and remove any additional equipment during your paid hours.

**CONTRACT APPROVAL:** Events will be reviewed and determined whether appropriate for the Booker T facility prior to approval of application. A draft of the flyer for all advertised events shall be sent to the Imperial Centre Rental Coordinator 2 weeks prior to distribution. Renter will be notified within three (3) business days regarding the application approval.

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**SUBMISSION OF RENTAL APPLICATION**

Please submit completed application along with a non-refundable booking fee of \$500.00 to:

**The Imperial Centre For the Arts and Sciences**

Reception Desk (Main  
Lobby) Facility Rental  
Coordinator 270 Gay Street  
Rocky Mount, NC 27804

For questions, or to request a tour of the facility, please contact the Rental Coordinator at:

**Eva Satterwhite at (252) 972-1342**

Email: [eva.satterwhite@rockymountnc.gov](mailto:eva.satterwhite@rockymountnc.gov)

**Credit cards, cash checks and money orders accepted.**

Please make all checks payable to: **City of Rocky Mount**

TOTAL AMOUNT DUE: \$ \_\_\_\_\_ **NON-REFUNDABLE BOOKING FEE: (plus alcohol fee if applicable) \$( \_\_\_\_\_ )**

REMAINING BALANCE: \$ \_\_\_\_\_ BALANCE DUE BY: \_\_\_\_/\_\_\_\_/\_\_\_\_

ABC Forms Due date (if applicable): \_\_\_\_/\_\_\_\_/\_\_\_\_  
(1 month prior to the event-I understand failure to submit by this date will result in denial to serve/sell alcohol) \_\_\_\_\_ initials

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_

Approval by: \_\_\_\_\_ Date \_\_\_\_\_

# The Booker T Theater -RULES FOR USE AGREEMENT and GENERAL INFORMATION

## Eligibility

Individuals, organizations and corporations are eligible to apply for use.

**Facility Use Application** must be submitted and approved by the Parks and Recreation Staff at least one month prior to your event if permission to serve alcohol is requested).

Reservations can only be made twelve (12) months in advance of the event date. An application may be submitted on any day of the month preceding the 12<sup>th</sup> month.

**Non-profits** must provide documentation of 501C tax status with application, and payment must be by corporate check of the non-profit organization.

Customers are responsible to pay applicable local, state and federal taxes on tickets, admissions, etc.

**Ticketed (for profit) events** not allowed by any organization.

**Events ending after 10:00 PM** will require Rocky Mount Police Department Security for the duration of the event. Rocky Mount Police Department Security must be provided at the renter's expense if deemed necessary by the Rocky Mount Parks & Recreation Department.

The renter is responsible for replacement or repair of broken or damaged facility property. The renter will receive invoice within 14 days after event if this occurs.

## Food/Beverage/Equipment

Equipment rented from another source must be approved by the Rental

Coordinator. Renter is responsible for contacting and contracting all rental needs.

It is the renter's responsibility to hire a caterer. Caterer may enter the facility within the contracted hours.

**Distribution of Alcohol** - See Procedure for Obtaining Permission to Serve Alcohol.

**Facility:** The Rental coordinator or a designee is available by appointment for a tour of the facility and a pre-event walk-through.

The rental coordinator or a designee will be available for the duration of your event (including set up and clean up).

## Set Up

**Deliveries** should be scheduled the day of the event during the rented hours. The delivery address for the Booker T Theater is 170 East Thomas Street, Rocky Mount, NC 27804.

The Booker T Theater staff reserves the right to change set up of any event to provide adequate safety and protection to its facility and guests.

**Decorations** will be limited to free standing or table top items only. Items may not be adhered in any fashion to the facility's walls, doors, windows and/or ceilings. Balloons utilized in decorating must be restrained, and remain restrained until they are taken out of the facility. Confetti or loose beads are not allowed.

The Booker T Theater staff will set up and strike the facility's tables and chairs.

**Clean Up** - The renter must leave the facility clean and in as good of condition as prior to the rental. Any spilled liquids cleaned up and trash put in the provided trashcans and tied at the top. Upon approval by the rental coordinator for any items to be picked up at a later time, additional charges will apply for the amount of time needed to remove the items. **Any items furnished by the renter should be removed from the rental area within the designated clean up time.**

**Photography** – Events and activities taking place at the Booker T may be photographed for use in print, video and on-line marketing of the facility and the Parks & Recreation Department.

## Conditions

The Booker T will not produce, publish or distribute printed information or signage associated with the renters' event. **Any advertisement for the event which uses the Booker T name must first be reviewed and approved by the Rental Coordinator.**

Smoking is prohibited anywhere inside of the Booker

T. Cooking is not allowed in the facility.

**No objects shall be placed or hung on wall, glass or fabric surfaces.**

Children must be supervised at all times.

The City of Rocky Mount is not responsible for any items or property belonging to guests that are lost, stolen, damaged, or destroyed while on the Booker T's premises.

**INITIALS:** \_\_\_\_\_

THIS RELEASE AND INDEMNITY AGREEMENT made and given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (whether one or more, the "Indemnitor") to the City of Rocky Mount,  
North Carolina, its elected officials, agents, and employees (collectively the "City");

W I T N E S S E T H:

WHEREAS, the City owns or has an interest in a certain lot or parcel of real estate identified as **The Booker T Theater** located at **170 East Thomas Street, Rocky Mount, North Carolina 27801** (the "Property"); and

WHEREAS, Indemnitor has requested permission to use such property for the following purpose or purposes: \_\_\_\_\_

\_\_\_\_\_ (whether one or more, the "Activity"); and

WHEREAS, in order to induce the City to permit Indemnitor to use the Property for the Activity specified, the Indemnitor has agreed to release, indemnify, and hold harmless the City to the extent herein below provided.

NOW, THEREFORE, in consideration of being granted the right to use the Property, the Indemnitor hereby agrees to:

- (i) RELEASE, ACQUIT, AND FOREVER DISCHARGE the City from any and all claims, losses, damages, or liability (present or future), on account of injury to persons or property, including injury resulting in death, arising out of or any way connected with the use of the Property for the Activity specified above, or for any other activity or activities at the Property by the undersigned Indemnitor during the term of this Release and Indemnity Agreement; and
- (ii) INDEMNIFY, DEFEND, AND HOLD HARMLESS the City from and against any and all claims, losses, damages, or liability (present or future), and all costs, charges, and fees (including court costs and reasonable attorney's fees) related thereto, arising out of, or in any way connected with the use of the Property by the undersigned Indemnitor, or anyone using the Property under the auspices of the undersigned Indemnitor, or with the implied or express consent or the undersigned.

It is understood and agreed that the City makes no representation or warranty, express or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned Indemnitor assumes the risk of any loss, damage, or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except the Activity specified above except with the consent of the City or its duly authorized representative.

It is further understood and agreed that if any term or provision of this Release and Indemnity Agreement, or the application thereof to any person, firm, corporation, or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release and Indemnity, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release and Indemnity Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned has carefully read this Release and Indemnity Agreement and executes it voluntarily in his or her duly authorized, official capacity on behalf of the Indemnitor.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Signature of Indemnitor**



# The City of Rocky Mount

## Procedure for Obtaining Permission to Serve Alcohol

A written request (or the attached form-“Permission to Serve Alcohol”) must be submitted to the Imperial Centre Rental Coordinator least **one month in advance of the event**. Proof of insurance and an ABC permit must accompany this request. The request must include event name and date, name of facility space being rented, type of alcohol being served, hours it will be served and hours that security will be provided. This request will be forwarded to the city manager’s office, who shall determine the approval of the documents.

Rocky Mount Parks & Recreation - Facility Rental Coordinator  
270 Gay Street, Rocky Mount, NC 27804  
Fax Number: 1-252-972-1563

**Alcoholic beverages may not be served for more than (4) four hours and cannot be served during the last 30 minutes of the event regardless of length. No exceptions will be made.**

**The alcoholic beverages must be dispensed in accordance with the General Statutes of the State of North Carolina. The ABC Commission should be consulted for the applicable permit required for dispensing alcohol beverages. This is a separate State of North Carolina process. Applicants should allow adequate time to complete.**

www.ncabc.com  
Main number: 1-919-779-0700  
Fax number: 1-919-662-3583

Mailing Address:  
North Carolina Alcoholic Beverage  
Control Commission  
4307 MAIL SERVICE CENTER  
Raleigh, NC 27699-4307

Location Address:  
North Carolina Alcoholic  
Beverage Control Commission  
322 Garner Road  
Raleigh, NC 27610

No one under the age of 21 may be served alcoholic beverages.

Applicant will be required to hire off-duty law enforcement officer(s) for the event. Determination will be made for this requirement prior to the issuance of the permit and is at the discretion of the Rocky Mount City Manager based on the nature, character, time, size, history and location of the event.

The applicant shall have general liability insurance with host liquor liability coverage endorsement or event liability insurance which shall provide coverage in the event of an incident resulting from the serving of alcoholic beverages at the function. The City of Rocky Mount shall be name as a co-insured in such policy. The minimum amount of coverage shall be \$1,000,000.

The use of alcoholic beverages shall be in a controlled area specifically identified in the Facility Use Agreement and the ABC Permit. Failure to comply with this requirement may be grounds for denial of future requests.

Additional liability insurance may be required with the City of Rocky Mount identified as co-insured. Determination will be made for this requirement prior to the issuance of the permit and is at the discretion of the Rocky Mount City Manager based on the nature, character, time, size, history and location of the event.

A standard waiver of liability and/or hold harmless agreement shall be executed by the applicant releasing the City of Rocky Mount of any liability associated with the serving of alcoholic beverages on City property.

A Facility Use Agreement will be executed by and between the City of Rocky Mount and the non-profit organization or private group which will be binding and failure to comply with the terms and conditions of the agreement may result in denial of future requests by the requesting party.

**It is the renter’s responsibility to contact the ABC Board to determine the applicable permit required for their event. A copy of any permit issued must be provided to the Facility Rental Coordinator at one month prior to the event.**

**It will be the renter’s responsibility to hire bartenders. No alcoholic beverages are allowed outside of the event room(s) including outside of the building. The renter assumes all liability in regard to alcoholic beverages served and consumed during their event.**

In order to maintain safety, the Parks and Recreation staff reserves the right to request guests that are perceived to be overly intoxicated to leave the premises. Host of the event shall be responsible for providing designated drivers or other means.

# Checklist to Submit a Request to Serve Alcohol Application

Please check the appropriate box to show that you have completed or included the document with this request.

Return to rental office by \_\_\_\_\_ . (one month prior to event date)

Keep a copy of the application for your files.

Applicant (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

Rental location \_\_\_\_\_ Event Date \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_

Alcohol will be served between the hours of: \_\_\_\_\_ and \_\_\_\_\_

Items to Include	Included?
1. Checklist for submitting a complete application & \$50.00 ABC processing fee paid to the City of Rocky Mount	<input type="checkbox"/>
2. Applicant's completed rental agreement	<input type="checkbox"/>
3. Applicant's Completed release and indemnity agreement	<input type="checkbox"/>
4. Applicant's certificate of insurance in the amount of \$1,000,000 identifying the City of Rocky Mount as the co-insured.	<input type="checkbox"/>
City of Rocky Mount Police security has been arranged from the hours of _____ to _____. Contact Cpl. Bowers, (252) 972-1475 or <a href="mailto:ryan.hepler@rockymountnc.gov">ryan.hepler@rockymountnc.gov</a> by _____. (Ten days prior to the Return to rental office deadline above.)	<input type="checkbox"/>
5. NC ABC Commission Limited Special Occasion Permit <b>IN THE NAME OF THE APPLICANT</b> . <i>The permit, application and insurance must be in the same name.</i> The ABC Commission does not require a permit for beer and wine; this is a requirement of the City of Rocky Mount to serve <i>any</i> type of alcohol in a City facility. The items below are required by the ABC Commission to receive the Limited Special Occasion Permit. These items are subject to change by the ABC Commission. A. Complete the application by printing in ink. B. Application must be notarized. C. Fee is \$50.00 submitted by certified check, cashier's check or money order made payable to the NC ABC. D. Submit a copy of the lease/rental agreement or complete "Lease Information Box" on the back of this form E. Submit a certified copy of the applicant's Criminal Record. May be obtained from the Clerk of Court in the county in which you reside. <b>Non-profit organizations are required to receive a Special One-Time Permit which has different requirements.</b>	<input type="checkbox"/>

*Office Use Only*

Rental Staff Signature \_\_\_\_\_

Imperial Centre Superintendent Signature \_\_\_\_\_

Parks & Recreation Director's Signature \_\_\_\_\_

City Manager Signature \_\_\_\_\_