

Sandra Moon Community Complex Theatre

Rental Policies and Procedures Manual

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1. Introduction and Purpose

Thank you for choosing the **SANDRA MOON COMMUNITY COMPLEX THEATRE** for your performance, event, or community gathering.

The Sandra Moon Community Complex Theatre (hereafter referred to as *the VENUE*) exists to serve as a premier cultural and performing arts destination that provides professional-grade facilities to both public and private users while maintaining the highest standards of safety, hospitality, and professionalism.

These **Rental Policies and Procedures** are intended to provide clear expectations, define renter responsibilities, and to ensure that every event held at the VENUE operates smoothly, safely, and in accordance with applicable laws, local ordinances, and VENUE regulations.

Before submitting a rental request or signing a contract, all potential renters should review this document carefully.

Completion of a rental contract constitutes full agreement and compliance with all terms outlined herein.

2. Facility Overview and Included Features

The VENUE offers a professionally equipped performing arts space designed for concerts, dance, performances, lectures, theatrical productions, film screenings, and community events.

Included Facility Features (per Rental One-Sheet):

- 611-seat theatre auditorium
- Full working stage house with loading dock
- Standard Lighting Package:
 - Access to full-stage LED color wash for basic looks and fades

- Standard Audio/Video Package:
 - Access to PA system, two microphones, and lectern for basic audio mixing
 - Access to projector and screen for basic projection needs
- Intercom/paging system in each dressing room
- Multiple dressing rooms with paging capability
- Video monitor in lobby
- Ticket booth
- Concession stand
- Free on-site parking

The VENUE also includes designated areas for lobby receptions, restrooms, backstage areas, dressing rooms, and support facilities as defined by the VENUE management.

All event spaces are **wheelchair accessible**, and accessibility accommodations will be coordinated upon request.

3. Rental Rates and Fee Schedule

(Rates standardized per Moon Rental One-Sheet; all other sources used for policy and procedure only.)

Facility Rental:

- **Full-Day Rental (12 hours):** \$850
- **Rehearsal/Technical Day Rate:** \$550

Included in Rental:

- Use of performance space, dressing rooms, lobby, and technical booth for contracted time
- Basic lighting and sound operation (standard package)
- Access to standard venue furnishings (chairs, music stands as available)
- Access to lobby and concessions area

On-site Personnel:

- **Production Manager (Required/non-negotiable):** \$40/hour (minimum 4 hours per day)
- **Standard Technical Package Technician (Audio/Lights):** \$25/hour per technician as determined in pre-production meeting
- **Premium Technical Package Technician (Audio/Lights/Projections):** \$40/hour per technician as determined in pre-production meeting

**Renters may provide their own technicians if they are on the VENUE's approved technician list. Venue staff reserve the right to determine required technical support personnel based on technical specifications in the application, and as delineated in the pre-production meeting.*

Available Upgrades:

- **Premium Lighting Package:** \$400
 - Includes access to all in-house lighting instruments for advanced lighting use.
- **Premium Audio/Video Package:** \$400
 - Includes access to full in-house audio and video systems for enhanced production needs.
- **Risers Setup:** \$200
- **Orchestral Shell Setup:** \$300
- **Marley Floor Setup:** \$400

Custodial Services:

- **Full Cleaning (Mandatory on Final Rental Day):** TBD
- **Quick Clean (Lobby & Restrooms Between Show Days):** \$40/hour (four-hour minimum)

Performance Security (Audience Days Only):

- **Off-Duty Police/Security Officer:** \$50/hour
 - Required for events with anticipated attendance over 250.

- Four-hour minimum required.

All rates are subject to change and must be confirmed in the signed rental agreement. Rates are subject to change annually based on operational expenses as needed and determined by the VENUE.

4. Deposits, Payments, and Cancellations

4.1 Deposit Requirements

A **non-refundable deposit of \$300** is required **before** any date may be reserved.

This deposit is applied toward the total rental fee and must accompany the signed rental agreement.

- The deposit secures the event date and is non-refundable in the event of cancellation.
- Dates are confirmed only after receipt of the deposit, signed contract, and approval from VENUE management.
- Deposits not received within the time frame requested by the VENUE may result in cancellation of the reservation.

4.2 Damage Deposit

A **refundable damage deposit of \$500** may be required, depending on the nature of the event.

This deposit may be used to cover any damages, loss, or excessive cleaning costs incurred during the event. This deposit will be due **30 days** prior to the event.

After the event, a post-rental inspection will be conducted. If no damages or overages are found, the deposit will be refunded.

If damages exceed the deposit, an invoice will be issued for the remaining balance.

4.3 Payment Schedule

- The **additional rental balance** will be broken into three additional payments:

- **25%** of the total cost of the rental **90 days** before the event.
- **25%** of the total cost of the rental **30 days** before the event.
- Then the remaining balance paid **in full by the first day of the rental.**
- Payments may be made by check, credit card, or funds transfer.
- Any additional charges for overtime, security, or custodial overages will be invoiced after the event and must be paid within **30 days.**
- No future rentals will be approved for organizations with unpaid invoices or outstanding balances.

4.4 Returned Checks

Returned Check Policy

All checks returned by the bank for insufficient funds, closed accounts, or any other reason will be subject to a **\$35 returned check fee.** Payment for the original amount plus the returned check fee must be made in **cash, money order, or certified funds** within **7 business days** of notification.

4.5 Cancellation Policy

- Cancellations **more than 90 days in advance** will result in refund of all payments less **the non-refundable deposit.**
- Cancellations made **within 90 days** of the scheduled event will forfeit all fees and deposits.
- Any reissued rental agreement will incur a **\$25 reissue fee.**

5. Rental Time, Overtime, and Access

5.1 Rental Period

The rental time begins when the renter or any member of their group **enters the facility** and ends when all personnel and belongings have **completely exited** the building.

Rental time **cannot be broken up** into multiple blocks on the same day.

For example: A group using the space from 10:00 AM–1:00 PM and again from 5:00–8:00 PM will be charged for a continuous full-day rental.

5.2 Overtime Fees

If the renter remains in the facility beyond the end of their contracted rental period, an **overtime charge of \$300 per hour** may be assessed for each hour (or portion thereof) exceeding the scheduled period. Occupancy (where applicable) includes people, equipment, props, costumes, or scenery remaining in the building.

5.3 After-Hours Restrictions

Rentals may not continue past **11:00 PM on Sunday-Thursday nights during the rental period** or other restricted evenings without prior written approval. An **after-hours charge of \$100 for every 15 minutes** past 11:00 PM may be assessed by VENUE.

5.4 Set-Up and Breakdown

Set-up and tear-down times **must be included within the contracted rental period.**

All decorations, food, and personal items must be removed by the end of the rental time.

Any items left behind are subject to a disposal fee or forfeiture.

5.5 Additional Site Visits

Two one-hour site visits are included in the rental agreement. Additional visits must be scheduled in advance and may incur a **\$50/hour** fee.

6. Damage, Clean-Up, and Custodial Procedures

6.1 Clean-Up Requirements

The VENUE must be returned to its original condition following each rental.

All trash, scenic elements, costumes, props, decorations, food, and personal materials must be removed.

6.2 Custodial Fees

Per the VENUE fee schedule:

- **Full Cleaning (Mandatory on Final Day):** TBD
- **Quick Clean (Lobby/Restrooms Between Show Days):** \$40/hour (four-hour minimum)
- Excessive trash beyond normal use will incur an additional **\$300 excessive clean-up fee**. Any use of confetti or glitter without prior written consent will automatically trigger the \$300 excessive clean-up fee.

6.3 Damage Assessment

Damage to equipment, furnishings, curtains, floors, walls, or any part of the facility is the renter's financial responsibility. Repairs or replacement must be completed by **certified technicians** approved by the VENUE within **15 days** of the event.

7. Catering, Vendors, and Food Service

7.1 Catering Policies

All catering must be provided by a **licensed and insured caterer**.

No renter or guest may bring, sell, or distribute food or beverages without authorization.

7.2 Approved Caterers

The VENUE may maintain a **Preferred Caterers List**. Use of a caterer not on the approved list will require:

1. Proof of insurance
2. Copy of a current business license
3. A scheduled tour of the facility before the event date

7.4 Food Service Rules

- No food or drink is allowed in the auditorium.
 - Renters are responsible for ensuring food and beverages remain in approved zones only.
 - Food/drink trash found in seating areas automatically triggers the **\$300 excessive clean-up charge**.
-

8. Alcohol and Beverage Service

8.1 Licensing

All alcoholic beverages must be provided and served by VENUE-approved staff or a VENUE-approved and licensed caterer.

The VENUE (or its managing nonprofit entity) holds the liquor license and is required by law to be the **sole provider** of alcoholic beverage service.

No outside alcohol may be brought in, sold, or distributed by renters or guests.

8.2 Compliance

All alcohol service will cease at the conclusion of the contracted rental time.

Bartenders will not operate beyond scheduled hours.

VENUE staff reserve the right to refuse service to any intoxicated individual or terminate alcohol service at their discretion.

9. Technical and Production Requirements

9.1 Equipment and Personnel

- Only VENUE personnel are authorized to operate or adjust lighting, sound consoles, or rigging systems unless otherwise approved.
- Renters may provide technicians **only if they appear on the VENUE's approved technician list.**

9.2 Stage Rules

- No use of duct tape on stage floors; only **gaff tape** is permitted.
- No scenery or equipment may be screwed or nailed into the stage floor.
- Fire exits must remain unobstructed at all times.
- Maximum seating capacity may not exceed posted occupancy.
- All special effects, lights, foggers, or devices generating heat must remain at least **24 inches** away from drapery and drops.
- Curtains, travelers, and tracks may not be altered, pinned, or taped.
- Battens and electric lines may not exceed marked load limits.
- Only approved venue specialists (IATSE, USITT, or VENUE-certified) may hang or fly scenery.

9.3 Technical Planning

Renters must provide a written **technical plan** at least **two weeks prior** to the event detailing:

- Lighting needs (e.g., looks, color washes, follow spots)
- Sound requirements (e.g., number of microphones, playback devices)
- Projection needs (e.g., control from stage or booth)
- Stage setup

All equipment requests are subject to VENUE approval per the required pre-production meeting.

Refer to the fee-schedule and rental one sheet for additional information and pricing.

10. Security, Staffing, and Personnel Policies

10.1 Required Personnel

- A **Production Manager** is required for all rentals and will be provided by the VENUE at a rate of \$40 per hour (4-hour minimum).
- For audience events exceeding 250 expected attendees, at least one **off-duty police/security officer** must be present (minimum four hours).
- VENUE may require additional paid technicians, custodial staff, or technical support based on event needs.

10.2 Staffing Rates

- Additional Production Manager: \$40/hour (4-hour minimum)
- Technicians: \$25–\$40/hour depending on role (4-hour minimum)
- Security Officer: \$50/hour (4- hour minimum)
- Custodial Staff: \$40/hour (4-hour minimum)

10.3 Behavior and Conduct

Disruptive or intoxicated attendees may be asked to leave at the discretion of VENUE staff.

Any act of vandalism, theft, or aggression will result in immediate termination of the event and forfeiture of all fees.

11. Insurance, Liability, and Indemnification

All renters must provide proof of **general liability insurance** naming the VENUE and its governing entity as additionally insured.

MINIMUM SCOPE OF INSURANCE:

11.1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after VENUES approval.

Commercial General Liability

Contractual

Personal Injury

Broad Form Property Damage

11.2. MINIMUM LIMITS OF INSURANCE:

11.2.a General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

- \$ 2,000,000 General Aggregate Limit
- \$ 1,000,000 Each Occurrence

11.3 OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

11.3.a General Liability Coverage Only:

1. Arts Huntsville and the City of Huntsville and their elected and appointed officials, employees, agents, and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of RENTER for products used by and completed operations of RENTER.

Additional insured status shall be through ISO Additional Endorsement CG 2011 01 96 or equivalent that is sufficient to provide the coverage required by this Agreement.

2. RENTERS_ insurance coverage shall be primary insurance as respects Arts Huntsville and the City of Huntsville, their elected and appointed officials, employees, agents, and specified volunteers, as their interests may appear as respects: liability arising out of activities performed by or on behalf of Sublessor for products used by and completed operations of the Sublessee. Any insurance or self-insurance maintained by the Sublessee and the City of Huntsville, their officers, officials, employees, agents, or specified volunteers shall be in excess of Arts Huntsville's insurance and shall not contribute to it.

3. RENTERS insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.3.b All Coverages:

1. RENTER is responsible for paying all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Sublessor. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to RENTER.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Arts Huntsville and the City of Huntsville and their officers, employees, agents, or specified volunteers.

11.4 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

11.5 VERIFICATION OF COVERAGE:

Arts Huntsville and the City of Huntsville shall be indicated as Certificate Holders and RENTER shall furnish Arts Huntsville with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by Arts Huntsville before occupancy commences. Arts Huntsville reserves the right to require complete, certified copies of all required insurance policies at any time.

11.6 HOLD HARMLESS AGREEMENT:

11.6.a Other Than Professional Liability Exposures:

RENTER to the fullest extent permitted by law, shall indemnify and hold harmless Arts Huntsville and the City of Huntsville and their elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from RENTERS occupancy and use of the facility, provided that any such claim, damage, loss or expense (1) is attributable to or injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of or any of RENTERS consultants, invitees or anyone directly or indirectly employed by sublessee or anyone for whose acts it is legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

11.7 Additional Insurance and Property Responsibility:

11.7.a Worker's Compensation Renters employing performers, contractors, or laborers must maintain worker's compensation insurance covering all individuals engaged in the event.

11.7.b Waiver of Subrogation All renter-provided insurance policies must include a waiver of subrogation in favor of the VENUE, ensuring the renter's insurer cannot seek recovery from the VENUE.

11.7.c Proof of Coverage and Access Restrictions Certificates of insurance must be received by the VENUE at least two weeks prior to the first day of rental. Failure to provide proof of insurance may result in denied access to the facility and forfeiture of deposits.

11.7.d Property Responsibility The VENUE assumes no responsibility for loss, theft, or damage to any property belonging to the renter, its guests, vendors, or contractors, whether during or after the event. All personal property must be removed by the end of the contracted rental period.

12. Event Conduct and Facility Use Rules

1. No food or drink in the auditorium or backstage.
2. Only authorized personnel may access the catwalks, sound booth, or additional technical/maintenance areas.
3. The renter must provide their own tables/chairs for lobby.
4. Exterior doors must not be propped open.
5. Seating capacity limits must not be exceeded.
6. No attaching equipment to house systems without approval.
7. No smoking, vaping, or open flames anywhere in the facility.
8. No confetti, glitter, or pyrotechnics without written permission.
9. No taping without use of approved gaffers tape and in approved areas.

10. Failure to follow rules may result in immediate cancellation of rental without refund.

13. Accessibility, Parking, and City Events

- The VENUE is fully **wheelchair accessible**.
 - City events, campus activities, parades, or festivals may affect access or parking. Renters are responsible for checking city calendars and coordinating accordingly.
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14. Default, Termination, and Remedies

14.1 Default Definition

The following actions constitute default under this agreement:

- Failure to pay rental fees or required deposits in full by the stated deadlines.
- Failure to provide proof of required insurance or permits.
- Violation of VENUE rules, safety policies, or city ordinances.
- Engaging in unlawful, unsafe, or disruptive conduct.
- Misrepresentation of the nature of an event.

14.2 Venue Remedies

Upon default, the VENUE reserves the right to:

- Terminate the event and immediately revoke facility access.
- Retain all rental fees and deposits as liquidated damages.
- Invoice the renter for any unpaid fees or costs incurred by the VENUE.
- Seek recovery of attorney's fees, collection costs, and damages caused by the defaulting party.

14.3 Termination by Venue

The VENUE may terminate a rental agreement without liability if:

- The renter violates local, state, or federal law.
- The event poses a risk to public safety, the facility, or city property.
- The VENUE determines, in its sole discretion, that the event jeopardizes operations.

In such cases, the VENUE may issue a partial refund at its discretion, less any incurred expenses.

15. Force Majeure and Cancellation by Venue

15.1 Force Majeure

If the VENUE is rendered unusable or unsafe due to natural disasters, power failure, fire, civil disturbance, government order, or any cause beyond the control of VENUE management, this agreement shall be suspended or terminated without penalty.

15.2 Refunds and Rescheduling

- The VENUE will make reasonable efforts to reschedule the event within 180 days, based on availability.
 - If rescheduling is not possible, the renter will receive a prorated refund of any prepaid rental fees.
 - The VENUE shall not be liable for consequential damages, loss of income, or replacement costs arising from such cancellation.
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16. Assignment and Entire Agreement

16.1 Assignment

Rental agreements are non-transferable. Renters may not assign, sublet, or permit use of the facility by another individual or organization without written consent from the VENUE.

16.2 Entire Agreement

This rental agreement, together with all approved addenda, constitutes the full and complete understanding between the renter and the VENUE.

No verbal statement or representation made by VENUE staff shall modify the terms herein unless confirmed in writing.

17. Agency Warranty

The individual signing the rental agreement affirms that they possess full legal authority to act on behalf of the organization or party named on the agreement.

By signing, they assume all obligations and responsibilities described in this manual and the associated contract.

19. Fire and Safety Code Compliance

19.1 Fire Code Requirements

All renters and vendors must comply with local fire codes and safety ordinances. The following are strictly prohibited unless otherwise approved in writing:

- Open flames, candles, pyrotechnics, or fog machines.
- Flammable decorations, untreated drapery, hay, straw, or cotton batting.
- Obstruction of exit signs, fire extinguishers, or doorways.

19.2 Decorations and Set Pieces

All scenic or decorative materials must be flame-resistant or treated with fire retardant.

Any material deemed unsafe may be removed at the discretion of the VENUE or Fire Marshal.

19.3 Safety Inspection

All external equipment (lighting, sound, props, or mechanical devices) must be approved by VENUE staff before installation.

The VENUE reserves the right to prohibit the use of any item that does not comply with fire, safety, or electrical standards.

20. Animals, Plants, and Live Displays

20.1 Animal Policy

Animals are not permitted inside the facility except for:

- Approved service animals.
- Animals used in performances or displays with prior written authorization.

20.2 Display Rules

- Helium balloons are not permitted inside the VENUE.
 - Protective flooring must be used for any display involving live animals, soil, or water.
 - Renters must ensure no waste, soil, or residue contacts the stage or lobby flooring
 - A \$20 fee may be assessed per item (e.g., balloon, prop, or debris) requiring removal from elevated or inaccessible areas.
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21. Noise and Sound Control

The VENUE reserves the right to monitor and adjust volume levels at any event.

Sound levels deemed disruptive to nearby facilities, residential areas, or concurrent events must be reduced upon request of VENUE staff.

(The City of Huntsville's noise ordinance states that no single source of noise can exceed 86 dB(A) when measured 25 feet or more from the source)

Failure to comply may result in immediate suspension of audio power and termination of the event without refund.

22. Unauthorized Persons and Backstage Access

22.1 Access Control

The renter is responsible for ensuring only approved staff, crew, and performers may access backstage, dressing rooms, or technical areas.

22.2 Stage Access

The renter is responsible for ensuring unauthorized individuals are prohibited from entering the stage area before, during, or after performances.

The VENUE may clear the stage or backstage at any time for safety or operational reasons.

22.3 Liability

The renter assumes full responsibility for the conduct and safety of all guests, staff, and performers.

23. Donations, Merchandise, and Concessions

23.1 Merchandise and Sales

Sale of merchandise, souvenirs, or event-related goods is permitted only with prior written approval from the VENUE.

Applicable taxes and local permits are the renter's responsibility.

23.2 Donations and Fundraising

Collection of donations or contributions during an event must be approved in advance by VENUE management.

23.3 Concessions

The VENUE reserves exclusive rights to operate concessions.

Outside concessions are not permitted without written authorization.

24. Box Office, Internet, Wi-Fi, and Electronic Transactions

24.1 Box Office

The VENUE provides a Box Office for use by RENTER to conduct point-of-sale transactions. Box Office may only operate during normal business hours and with advance notice.

24.2 Wi-Fi Disclaimer

The VENUE provides guest internet access at the technical booth for convenience, but does not guarantee connectivity or security for credit card or data transactions.

24.3 Data Security

Renters conducting point-of-sale transactions on site or within the Box Office are solely responsible for PCI-DSS compliance and the security of customer information.

The VENUE assumes no liability for lost data, payment errors, or connectivity interruptions.

25. Smoking, Tobacco, and Vaping Policy

Smoking, vaping, and the use of tobacco products are strictly prohibited anywhere within the VENUE. Additionally, a distance of 20 feet from any entrance must remain smoke-free.

Violation of this policy may result in a \$250 cleaning surcharge and/or immediate termination of the event.

26. Lost and Found

Staff will keep lost and found items in a lost and found box in the property manager's office for up to 14 days, after which items may be discarded or donated.

27. Technical Rider Appendix

Each renter must schedule a **Technical Coordination Meeting** at least 30 days prior to the first event date.

At this meeting, the VENUE Production Manager and RENTERS Technical Director will confirm:

- Stage layout, set-up, and lighting requirements
- Audio and visual package selection
- Load-in and load-out plans
- Staffing, labor, and rehearsal schedules

The renter will receive a **Technical Rider Form**, which must be signed and returned no later than two weeks prior to the event.

Failure to submit the form may limit available services or delay event setup.

28. Fire, Emergency, and Evacuation Procedures

28.1 Emergency Exits

All exits must remain clear and visible during occupancy. Aisles, stairways, and doorways may not be blocked at any time.

28.2 Evacuation Compliance

In the event of a fire alarm or emergency signal, all attendees must evacuate immediately under the direction of VENUE Production Manager, and local emergency personnel.

28.3 Medical and Safety Incidents

The renter must immediately report any injuries or incidents to the VENUE's on-site Production Manager or designated supervisor.

29. Legal Notice and Governing Law

This handbook and any associated rental agreements are governed by the laws of the State of Alabama.

Any disputes arising under or related to the use of the VENUE shall be resolved in accordance with state law and under the jurisdiction of the appropriate local court.

VENUE CONTACT PROPERTY MANAGER: AMY JONES

CONTACT EMAIL: AJONES@ARTSHUNTSVILLE.ORG

VENUE CONTACT PRODUCTION MANAGER: CHRIS CARTER

CONTACT EMAIL: CCARTER@ARTSHUNTSVILLE.ORG

Acknowledgement of Rental Policies and Procedures Manual

By signing below, I acknowledge that I have read and understand the Sandra Moon Community Complex Theatre Rental Policies and Procedures Manual.

Printed Name: _____

Signature: _____

Job Title: _____

Date: _____

Email: _____