



Special Events Policies and Procedures

We are excited that you have selected The Capitol Theatre for your event! Our goal is to make sure that your event flows smoothly and provides a lifetime of happy memories for all involved. To assure this we have the following policies, all of which are incorporated as terms in our goods and services contract.

General Procedures

1. Hourly rentals of the main theatre include all round tables and chairs, buffet and cake tables, and set up, use of our performance stage and curtains, sound system with a single microphone, and a house sound and house light technician. For additional technical support such as a DJ or a light operator for our state of the art disco light system, additional fees apply. (See additional Audio and Visual policies below). There are plenty of restrooms and free public parking. Additional amenities and their rates are outlined on our rates sheet.
2. The Capitol Theatre can provide a one stop and shop experience to meet any kind of special event need including coordinating, florals, and decorating. However, unless contracted, the staff of The Capitol Theatre does not coordinate or direct wedding rehearsals, wedding ceremonies, wedding receptions, business meetings, parties or any activities associated with those events. Please consult with your ceremony event coordinator for arrangements and/or direction. Hosts are responsible for all sub-contracted vendor arrangements and activities. The host must provide The Capitol Theatre representative with all vendor names and telephone numbers in order for the vendor to be allowed in the property. This is necessary to protect all clients, as well as The Capitol Theatre.
3. The Capitol Theatre will have a representative assigned to monitor all events, which will include preparation and take down. The Capitol Theatre staff and/or caterers will be responsible for the handling of trash before and after an event, unless otherwise agreed.
4. The Capitol Theatre offers full catering services through our preferred list. Any outside catering services that are permitted will be charged a cleaning fee. No Cooking allowed on premises. No Washing of dishes, utensils or food containers on premises.
 5. Our tables are designed to be displayed as they are with a silver metallic modern finish. Linens can be provided for any tables for additional fees.
 6. Music for events must be approved by our staff concerning the type (D.J., live band, instruments, loudspeakers, cd/tape players) music desired. Music must conform to reasonable noise levels. Lewd or obscene content will not be tolerated. The Capitol Theatre staff reserves the right to regulate any music or audio for volume or content at any time.
 7. The Capitol Theatre staff also reserves the right to regulate any movie content that is deemed offensive, lewd, or obscene in content.
 8. There is plenty of free public parking. Ask one of our staff for locations of available parking.
 9. The Capitol Theatre reserves the right to not allow entrance to the facility by any host, guest, or vendor that arrive earlier than their designated time. In addition, any host, guest, or vendor that is disruptive may be asked to leave the facility.

Scheduling

A non-refundable retainer fee is required to confirm a reservation and hold a desired date. The retainer fee will be credited toward the host's final bill. If a host must cancel an event and desires to re-book a date, the retainer fee and/or the total facility fee will apply to the new date which must be scheduled and used within 12

months of the original scheduled date. A fee of \$500.00 will be incurred for rescheduling to a new date. Otherwise the retainer fee and/or total facility fee will be forfeited. The Capitol Theatre contracts are not transferable.. The balance due of all facility fees must be paid 30 days prior to the event and is non-refundable. The Capitol Theatre rental fees are subject to change, any rental fee change will not affect hosts with a contract.

At the time of booking, a non-refundable deposit of the total event price is required. We are unable to hold any date or time for a wedding until the initial deposit has been received. A second non-refundable deposit of 1/3 of the total event price is required one hundred twenty (120) days prior to your event.

The balance of your package price and the cost of any enhancements that you have ordered are due fourteen (14) calendar days prior to the event. If we have not received payment on or before the fourteenth calendar day prior to the event, we reserve the right in our sole discretion to cancel the event. Your deposit will not be refunded.

If we must reschedule your event, and you provide us with at least one-hundred twenty days notice, there will be a \$500 rescheduling fee, due to logistics that will be necessary and the work already performed. If you elect to reschedule, you will not receive any refund of any deposit if you later decide to cancel. The Capitol Theatre contracts are not transferable.

If you must reschedule with one hundred nineteen (119) days or less notice, there will be no refund of monies paid to date and they will not be credited toward your new date.

Payment

We accept Visa, Mastercard, American Express, Discover, cash, and money orders. Personal checks are accepted fifteen or more days prior to an event. You are required to provide us with a credit card number upon which we are authorized to place any charges unpaid at the end of your event.

If you have unexpected extra guests in attendance or incur any other additional expense which cannot be calculated and paid in advance, we will prepare an additional bill for payment before the conclusion of the reception. You may provide us with a credit card number in advance in order to have those last minute changes taken care of, or you can designate a family member to be responsible for payment for the last minute charges at the conclusion of the reception. All additional charges must be paid in full before the conclusion of the event. Hosts understand and agree that any outstanding that is not paid by the hosts at the close of the event by cash or alternate credit card will be charged to the credit card that has been provided for additional charges.

Non-negotiated prices and policies are subject to change without notice.

Reception Information

Rehearsal

Rehearsal time, if desired, may be scheduled based on availability. Rehearsal time may not necessarily be available on the evening preceding the event or wedding. No decorating will be permitted during rehearsal. Additional charges do apply. There will be no refund for unused or missed rehearsal time. Rehearsal time activities will not include any food service or table and chair setup. Dressing areas are available in the theatre depending on the event and availability. Ironing of clothing or electric irons are not permitted in the building.

Set-up time on the day prior to, or on the day before the facility rental begins will be determined based on schedule availability. A fee will be charged. Vendors must check in to a Capitol Theatre representative. Confirmation of hours chosen should be confirmed with a Capitol Theatre representative before invitations are extended.

The Day of Your Event or Wedding

Please be aware that if you are late it will cut into the time reserved for your reception. We must strictly adhere to the time schedule in order to make sure that other events are not adversely affected.

The bride and groom must arrive thirty (30) minutes prior to the ceremony.

If the bride would like to dress in the balcony she must arrive with her hair and make-up done. The balcony room can be reserved for an additional cost. The groom may also dress in the balcony or in the side stage if necessary. All other members of the wedding party, including children, must arrive dressed and ready to

participate in the wedding.

Photographs

As a condition of using our services, all participants in your party agree that the Capitol Theatre retains the copyright and all rights to publicity to all photographs and videography created by us.

No one may take photographs during the ceremony because camera flashes will create flares on the video. No videotaping by guests is permitted during the ceremony due to the distraction caused. No personal photographs may be taken during the photography session. Your guests may take candid photographs during the reception. You are responsible for ensuring that those family members or friends scheduled to participate in the photography session after the ceremony are at the session.

Audio and Visual

The Capitol Theatre can provide you with Audio-Visual equipment and expertise as part of our services. You may also bring in equipment from the outside. Hourly rental of the theatre includes use of our performance stage and curtains, sound system with a single microphone, and a house sound and light technician. For additional technical support such as a D.J or disco light operator, or theatrical light operator for stage performances, additional fees apply and may be quoted by our event director. The theatre can also rent other equipment such as a catwalk, additional seating, podiums, easels, additional microphones, amps, mixers, monitors, etc.

If you bring in outside equipment, please ensure that all of the equipment is in working order. Most importantly, please test ahead of time to make sure that all pieces of your equipment work together. Don't forget plugs, adapters, and cables! DVDs should always be tested with the equipment to be used prior to the event.

If you plan to play a computer based presentation or DVD, we will schedule a test prior to the event to ensure that everything runs smoothly. We must make sure that if you have a computer based application such as Powerpoint, that we have the program on our computer, or that the computer you are bringing in works properly. Though we will assist as much as possible, it must be reasonably understood that we are not responsible for the proper function of an outside computer. For a laptop presentation, the house technician will assist in connecting the laptop in either the front stage area, or in the back of the theatre in the control room.

Movie Screen and Monitors

We have both a 30 ft retractable silver screen on the front of the stage, and 60" monitors on each side of the stage. Both options are available for presentation for additional fees.

Music

There is no additional charge to play music in the theatre through our overhead system. All music must be provided to us on a CD or IPOD or MP3 player. Please number the CDs in the order in which you would like them played. We do not play individual songs at specified times (such as a specific song for a first dance or a cake-cutting). We do not have the staff available to act as a DJ for an event. If you have specific music that you want played at specific points during the event, we urge you to hire a DJ to create the musical background you desire. Our DJ uses our in-house Bose system. We do not allow outside DJs to patch into our system under any circumstances. Outside DJs must bring in their own sound system.

Wedding Ceremony Music

Music for your wedding ceremony should either be selected with the DJ or provided to us on CD. Music for your wedding ceremony must be selected or provided at least one week prior to the event. Please use the DJ form provided to list the music you want at each appropriate point in the ceremony.

Food

Food portions are standardized based on menu prices and the time of the meal period. Extra food that has

been prepared for your group that is deemed safe for transport (not subject to safety hazard if you of the safe temperature zone), and which has not yet been placed on a buffet, can be removed from premises, if you would like. We regret that for instance and liability reasons we are unable to permit the removal of any food that is subject to safety hazard if out of the safe temperature zone.

The only food item that may be brought in from an outside source is a decorated cake. You must provide us with a copy of the Commercial Food Permit issued by the Tennessee Department of Health for the bakery preparing any cake brought onto our premises. We need the copy of the permit no later than the final guarantee on attendees. We regret that for insurance and liability reasons we are unable to permit to service of any cake made outside of a commercial food establishment . There is a cutting fee for the service of any cake from an outside source, which includes the cutting , service, and use of our plates and forks.

Alcohol

Alcohol is allowed. The Capitol Theatre reserves the right to determine an alcohol curfew prior to the event. In most instances, the Capitol Theatre operates on a BYOB policy. In the exception of a cash bar scenario, the alcohol must be provided by the same caterer providing food, and by a caterer with an off-premise catering alcohol license. Non-profits or political organizations desiring a cash bar can apply to ABC for a special one day permit. In any case for liability purposes **a licensed and insured bartender must be hired by the hosts to serve any kind of alcoholic beverage.** This includes BYOB. All responsibility and liability for serving alcohol is incurred by the host of The Capitol Theatre. All state and federal laws concerning the serving and consumption of alcohol must be strictly followed. The Capitol Theatre LLC is in no way responsible or liable for any alcohol related incident. The Capitol Theatre reserves the right to terminate the serving and consumption of alcohol at anytime before, during, or after the event. **By signing on the provided line, the host fully acknowledges the above, agrees to sign the Alcohol Responsibility and Release Contract, and assumes all responsibility associated with the serving of alcoholic beverages.**

_____ (host signature)

Safety

Any use of candles, lanterns, luminaries, or anything flammable must be approved by a Capitol Theatre representative prior to the event. Sparklers are not permitted. Only certain types of candles are allowed. Simple exposed or plastic tea candles cannot be used without some type of enclosure to prevent wax from getting on the tables or linens. Only bubbles and live flower petals may be used to celebrate an event or wedding. Confetti, sparklers, birdseed, silk flower petals, or rice is not permitted. Silly sting, shaving cream, and shoe polish are not permitted Any kind of decorating in the theatre or arrangements on our stage must be approved by the Capitol Theatre.

Normal capacities of the theatre are determined prior to the event based on the type of event and layout of the event. We must strictly abide by our legal capacity limits of the city codes. Hosts are not to have the number of people exceed determined capacity at any time.

If there will be small children attending an event please ensure that there will be adequate adult supervision. Children must be supervised at all times. It is particularly important that they not be allowed to swing on railing, hang or tug on tapestry and curtains, and are not allowed on the stage at any time.

The stage is not to be used for any activity other than its designated use such as a ceremony. Dancing, gathering, roaming on the stage and backstage is strictly prohibited.

Shoes must be worn at all times. No running, or jumping off steps or stage, or sitting on railings, or standing on tables or chairs.

Unforeseen Events

In the event of Acts of God, extreme weather conditions, or technical or human errors, The Capitol Theatre LLC has the responsibility only for the amount you actually paid for the particular item or service. The refund is exclusive of all other remedies. In no event is The Capitol Theatre LLC liable

for special, indirect, consequential, punitive, or exemplary damage, whether arising under warranty, contract, negligence, strict liability, indemnification, or any other cause or combination of causes whatever. The Capitol Theatre LLC and its staff will not be held responsible for any undesirable weather conditions, unforeseen acts of man or nature, disaster or noise. The Capitol Theatre LLC and its representatives are not responsible for items lost, stolen or left by hosts, members of a wedding party, or guests.

Liability

The Capitol Theatre and its staff will not be responsible or liable for any personal accident, or damage to personal property, before, during, or after a contracted scheduled event. You the host will be responsible for any and all injury to persons or damage to property during your use of the premises, including the payment of reasonable attorney’s fees, and you agree to hold the owners, employees, agents, servants, and under contract persons harmless as a result of any damage or injury suffered by you, your guests, invitees, attendees, agents, servants, or employees caused by you while on the property of The Capitol Theatre LLC. Furthermore, you agree to indemnify The Capitol Theatre LLC, its owners, employees, agents, servants, and other contract persons in the event they incur any liability as a result of your acts or omission while utilizing the property.

Damages

You the host will be responsible for all costs and expenses incurred by you in connection with you use of The Capitol Theatre LLC, and agree to comply with the county and state law regulations. Should The Capitol Theatre LLC be required to undertake any repairs to the buildings, equipment, furniture, or grounds as a result of your use of the premises, you agree to pay for the expenses involved to repair said damages to the building or grounds, including payment of any reasonable attorney fees.

Dispute Resolution

The agreement of the parties shall be construed and enforced in accordance with the laws of the state of Tennessee. The parties expressly agree that venue for any disputes shall exclusively be in Blount County, Tennessee, or with the Eastern District of Tennessee, as may be applicable, and the signatories hereto hereby agree to the jurisdiction of such courts. Signatories agree to pay The Capitol Theatre LLC actual attorney’s fees, collection fees, and costs incurred with connection with any dispute arising under or out of this agreement, including actions to recover any amounts which may come due hereunder, in addition to all other remedies available at law or in equity The Capitol Theatre LLC may have, an whether or not such proceeding or action proceeds to judgment.

Authorization

The signatory below represents and warrants that they are authorized to execute this document, and to agree to the terms set forth herein on behalf of both prospective spouses and/or hosts, and, to the extent necessary to effectuate the Agreement, all guests and/or members of the wedding party.

I have read and completely comprehend all the above policies and procedures.

Host 1 Signature

Host 2 Signature (if applicable)

FOR THE COMPANY:

By: _____