



United States Marine Corps  
Marine Corps Community Services (MCCS)  
Marine Corps Air Station (MCAS) Miramar  
San Diego, California

**BOB HOPE THEATER (BHT) RENTAL AGREEMENT**

1. This agreement is entered into by and between MCCS, a non-appropriate fund instrumentality of the United States Government, located at MCAS Miramar and \_\_\_\_\_, hereinafter referred to as "Patron".
2. Patron agrees to comply with all applicable Department of Defense, Department of the Navy, U.S. Marine Corps and MCAS Miramar, California regulations and directives. Patron further agrees to abide by all the rules and regulations of the MCCS.
3. Patron agrees to sign and return agreement and rental form to the MCCS BHT Manager at least two weeks prior to rental. Please contact the Theater Manager at (858) 307-4142 or (858) 307-4143 for further assistance.
4. A \$150.00 deposit will be held as an initial part-payment of the rental at the time of the agreement. Patron will pay for the remaining balance of the rental charges by or on the due date indicated on the rental form attached. The Patron may choose to pay for the full amount of the rental at the time of the agreement.
5. Cancellation must be received within 72 hours of the event date or the \$150.00 deposit will be forfeited. For rentals paid in full at the time of the agreement but cancelled less than 72 hours of the event, \$150.00 will be forfeited from the refund. In the case of a cancellation or emergency, contact the MCCS BHT Manager at (858) 307-4142 or (858) 307-4143.
6. Theater use is not permitted for the use by commercial entities and non-profit/not-for-profit groups looking to generate revenue. Forms of revenue include but are not limited to: admission fees, commercial merchandise, and donations. Admission fees may not be charged nor advertised to the general public through ticketing platforms. Admission fees, donations, or sale of commercial merchandise may not be solicited upon entrance or any time during the event.
7. MCCS may terminate this agreement for patron's failure to fulfill any of its requirements or in the event that MCCS determines in its best interest, with no cause given or required. Such terminations shall be effective when notice is provided to the patron.

8. All events are subject to approval and command functions may take precedence.

9. Patron is responsible for the behavior of all guests and all arrangements with the Provost Marshall's Office (PMO) for station ingress of all attendees. PMO can be reached at (858) 307-4068.

10. Disputes: This agreement is not subject to the Contract Disputes Act of 1978 (41 U.S.C. Sections 601-613). Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement shall be decided by the MCCS Contracting Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Patron. The decision of the Contracting Office shall be final and conclusive unless, within 30 days from the receipt of such copy, the Patron mails or otherwise furnishes to the Contracting Office a written appeal addressed to the installation Commander. The decision of the installation Commander or their duly authorized representative shall be final and conclusive to the extent permitted by the United States law. In connection with any appeal proceeding under this clause, the Patron shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of the dispute hereunder, the Patron shall proceed diligently with the performance of the agreement and in accordance with the installation Commander's decision.

**Patron acknowledges that he/she has read and understands the entire agreement and agrees to the terms and conditions set forth in it.**

**Signatures:**

\_\_\_\_\_  
Authorized Patron

\_\_\_\_\_  
Authorized MCCS Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## BOB HOPE THEATER RENTAL INFORMATION FORM

### EVENT INFORMATION

Event Date: _____ Reason for Event: _____	Start time: _____ am   pm  End time: _____ am   pm
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Breakdown of Participants:  
 Active Duty \_\_\_\_\_ Dependents \_\_\_\_\_ Retirees \_\_\_\_\_ Veterans \_\_\_\_\_ DOD Civilians \_\_\_\_\_ Civilian Guests \_\_\_\_\_

### FEE INFORMATION

<b>Theater Use</b> <input type="checkbox"/> Facility use - \$175.00 per hour (two hour minimum) <input type="checkbox"/> Stage hand - \$50.00 per hour <input type="checkbox"/> Snack bar – Guaranteed sales of \$300.00  <i>*If overall sales fall below \$300.00, the Patron agrees to cover the difference between the fee and total sales.</i> <input type="checkbox"/> Film cancellation - \$800.00 per film** <i>** If event requires movie showing(s) to be cancelled, the Patron agrees to recoup the potential average profit generated during regular sales operations.</i>	<b>Payment Information</b>  <b>TOTAL RENTAL FEE:</b> _____  \$150.00 deposit paid on: _____ Remaining balance (if rental fee not paid in full): _____ Due date for remaining balance: _____  <b>Method of payment:</b> <input type="checkbox"/> Cash <input type="checkbox"/> Credit card Last four Card # _____ <input type="checkbox"/> Check # _____
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### POINT OF CONTACT

<p style="text-align: center;"><b>Patron</b></p> <p style="text-align: center;"><i>Patron must be 21 years or older at the time of signing this agreement, and must be present for the entirety of the event.</i></p> Name: _____ Address: _____  Home/Cell Phone: _____  Work Phone: _____  Email: _____  Relation to Sponsor: _____	<p style="text-align: center;"><b>Sponsor</b></p> <p style="text-align: center;"><i>Sponsor must indicate Branch of Service and unit they are presently assigned to. Sponsor does not have to be present at the event.</i></p> Name: _____ Address: _____  Home/Cell Phone: _____  Work Phone: _____  Email: _____  Branch of Service: _____  Unit/Group: _____
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