

## **ANSONIA THEATRE RENTAL AND USE POLICY**

This contract between the Anson County Arts Council, owner of the historic Ansonia Theatre, hereinafter referred to as the Licensor, and \_\_\_\_\_, hereinafter referred to as the Licensee, is made and entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**RESERVATION OF RIGHTS:** The Licensor reserves the right to refuse or cancel requests for use of the Ansonia Theatre if it determines that the intended use is not in the best interest of the Arts Council, if the proposed activity is not appropriate for the theatre, or if it is in conflict with any Arts Council event or program. The Arts Council's decision on theatre usage requests is final and not subject to appeal.

**RULES AND REGULATIONS OF CONDITIONS OF USE:** It is mutually agreed that the Licensee and Licensor shall be bound by the rules and regulations of conditions of use included herein. Any exception to the rules and regulations of conditions of use must be marked "N/A" per paragraph accepted and signed by the official representative of the Anson County Arts Council. Licensor has adopted operating policies, procedures and fee schedules which are set forth herein and reserves the right to amend the operating policies, procedures and fee schedules at its sole discretion. All such amended policies, procedures and fee schedules shall become effective and binding upon the user following 30 days prior written notice of said amended policies, procedures and fee schedules.

**CONFIRMATION OF CONTRACT:** This contract is not in force and requested dates for events by the Licensee are not considered firm until signed by both parties and until the amount designated as a deposit has been received.

**CANCELLATION BY LICENSOR:** Licensor shall have the right, power and authority, but not the obligation, to cancel this contract in writing or orally to the Licensee if in the opinion of the Licensor it determines in its sole discretion that: 1) Licensee has engaged in or is planning to engage in unlawful or illegal activity or other activities inconsistent with the purposes of the licensed facility; or 2) the Licensee has changed or proposes to change the uses of the facility in any respect from those set forth in this document; or 3) the Licensee is in default to the satisfaction of the Licensor (within such time as the Licensor shall specify in such written or oral notice).

**INDEMNITY:** Licensee covenants and agrees to defend, indemnify and save harmless the Licensor, its officers, agents and employees, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of

whatsoever kind or nature including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of injury, sickness or disease, including death, to persons, injury to, or destruction of property, including, without limitation, the loss of use of property, or any other cause of action whatsoever arising out of, resulting from, or which would not have occurred or existed except for this license contract.

**AGREEMENT TO QUIT PREMISES:** Licensee will quit licensed space no later than the term of this contract and will agree to leave licensed space in condition equal to that at the commencement date of this contract except for what may be considered as standard janitorial needs which may have arisen from use, as deemed appropriate and acceptable by Licensor. Licensor has the right to stop the event when the contracted time has expired.

**REMOVAL OF PROPERTY:** All materials brought into the premises by anyone in the Licensee's behalf will be removed from the premises before the expiration date of this contract. Licensor shall be authorized to remove and store, at the expense of the Licensee, all materials remaining in licensed space after the termination of this contract. Licensor shall in no way be responsible for loss, damage or claims against material moved or stored under this provision. Licensor has a first lien on such materials for payment of costs accrued for removal and storage under this provision.

**PAYMENT FOR DAMAGES:** Licensee will pay costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this contract in order to restore the licensed space or other parts of these premises affected by the event to a condition equal to that at the time this contract went into effect.

**NON-ASSIGNMENT:** Licensee will not assign, transfer or sublet this contract or any right, title or interest therein without Licensor's prior written approval.

**TOTAL CONTRACT:** All terms and conditions of this written contract shall be binding upon the parties, their heirs, representatives and assigns, and cannot be waived by any oral representation or promise of any agent or agents who executed this contract.

**SEVERABILITY:** If any portion of this contract is found in violation of the laws or public policy of the Town of Wadesboro, County of Anson, or State of North Carolina and thus invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

**ILLEGAL ACTIVITY – CONCEALED WEAPONS:** No illegal activity or possession of any concealed weapons, alcohol, or drugs are permitted in or around the Ansonia Theatre.

**ADDITIONAL REGULATIONS AND CONDITIONS OF USE:** The Licensor reserves the right to impose any additional rules or regulations or to set special use arrangements, which are not expressly provided herein, which may be necessary in the best interest of the Licensor and such regulations shall be binding upon the Licensee.

**INSURANCE:** Licensee shall provide single limit public event liability insurance policy in which the Licensee is named as insured in the amount of \$1 million covering bodily injury, including death, and property damage, and shall provide a copy of the insurance as proof to Licensor no later than 7 days prior to the contracted event. Licensor shall be listed as Additional Insured under that policy.

**COMPLIANCE WITH LAWS AND REGULATIONS:** Licensee will comply with all laws, ordinances and regulations adopted or established by federal, state, or local government agencies or bodies, and by facility rules and regulations as provided by Licensor, and Licensee will require that its agents or employees likewise so comply. No activities in violation of federal, state or local laws or ordinances shall be permitted on the premises, and it shall be Licensee's responsibility to enforce this provision. Licensee shall not include in its activities or events on the premises any indecent actions, conduct, language, pictures or portrayals; nor shall Licensee present, use or sell on the premises anything that is contrary to law or prohibited by ordinance of the State of North Carolina or the Anson County Arts Council. Violation of this paragraph shall constitute a forfeiture of all rights hereunder, and Licensee shall immediately evacuate the premises and shall not be entitled to any refund or any payments hereunder. Licensee will abide by and be bound by the decisions of the Licensor should any questions arise under this paragraph.

**LICENSEE PROPERTY:** Licensor will accept delivery of property addressed to Licensee only as a service to the Licensee, and Licensee will indemnify Licensor for any loss or damage to such property in the receipt, handling, care and custody of such property. Licensee shall further indemnify Licensor from any claims or costs related to claims from a third party for loss or damage to property on the premises of Licensor during the time covered by this contract.

**LICENSES AND PERMITS:** Licensee will pay promptly all taxes, excise or license fees and take out all licenses or permits for the use of the licensed space as required by federal state or local laws and ordinances, and Licensee will provide proof of same to Licensor on demand.

**PROGRAMS AND NOVELTIES:** All souvenirs, novelties, records, tapes, and/or similar products that Licensee plans to offer for sale on the premises of Licensor shall be submitted in advance for approval by Licensor. The decision of Licensor hereunder shall be final and non-appealable. Licensor shall designate locations within the facility where items may be merchandised if approved.

**PUBLIC SAFETY:** At all times herein, Licensee will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety. All sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, and access to public utilities shall be kept unobstructed and shall not be used for any purpose except for ingress or egress to and from the premises by Licensee. Licensee will not bring into the premises any material, substance, equipment or object which may constitute a hazard to the property thereon without the prior approval of the Licensor. The Licensor shall have the right to refuse any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon.

**COPYRIGHTS:** Licensee assumes all responsibility for the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used in or incorporated in the event. Licensee agrees to indemnify, defend and hold harmless Licensor from any claims or costs, including legal fees, which might arise from questions of use of any material described above.

**SERVICES RENDERED:** Licensor will provide at its own expense heating and air conditioning, overhead lighting for ordinary use, and initial basic janitorial service. All other services or conditions will be at the expense of the Licensee unless otherwise specified.

**PARKING:** All parking rights and privileges are under the control of and reserved by the Licensor. (JB Watson parking lot is not available for parking during the work day.)

**CONTROL OF FACILITY AND RIGHT OF ENTRY:** In renting the licensed space to the Licensee, the Licensor does not relinquish the right to control the management thereof, or to enforce all necessary laws, rules and regulations. Duly authorized representatives of Licensor may enter the premises at any time and on any occasion without any restriction whatsoever.

**EXHIBIT ENTRANCE:** All articles, exhibits or displays shall be brought into or out of the facility only at such entrances and during such hours as designated by the Licensor.

**CARE OF FACILITY:** Licensee shall not injure, mar, nor in any manner deface the premises or any equipment therein. Licensee shall not permit premises or equipment therein to be injured, marred, or defaced. Licensee shall not drive nor permit to be driven nails, hooks, tacks or screws into any part of the building or equipment contained therein and will not make or allow any alterations of any kind to said building or equipment contained therein. Licensee will be assessed fees for damages as deemed appropriate and reasonable by Licensor.

**SIGNS, POSTERS, DECORATIONS:** Licensee is allowed to post signs, cards, posters, banners, or decorations only with prior approval from Licensor. A plan for specific decorations must be submitted to Licensor by or before 7 days prior to event \_\_\_\_\_(date). Licensee is subject to repair/repainting costs related to damages resulting from decorations. No open flames are permissible, and glitter, confetti, rice or any other similar product is prohibited.

**FACILITY CAPACITY:** Licensee will not permit entry in excess of the facility capacity of the facility as determined by the Licensor.

**Theatre Occupancy**     316          **Seating Capacity**     273    

**EVACUATION:** Should it become necessary in the judgment of the Licensor to evacuate the premises because of fire, bomb threat or for other reasons of public safety, Licensee will retain possession of the premises for sufficient time to complete the event. Licensor retains the right to cause the termination of any event in the interest of public safety.

**IDENTIFICATION OF LOCATION:** Licensee will identify the facility as The Ansonia Theatre and the location of the facility as 112 South Rutherford Street, Wadesboro, NC, 28170.

**NON-EXCLUSIVE RIGHT:** Licensor shall retain the right to use and/or license use of such portions of the premises as may not be covered by this contract.

**DISCRIMINATION POLICY:** Licensee agrees not to discriminate against any employee or any applicant for employment because of race, religion, or national origin, and further agrees to likewise not discriminate for these same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public. Users must comply with the requirements of the American with Disabilities Act (ADA) and the federal regulations that have been adopted for the implementation of the ADA. Licensee shall be responsible for providing reasonable accommodations for persons with disabilities when those services are requested.

**ACT OF GOD:** If, for any reason, an unforeseen event occurs, including but not limited to fire, casualty or other unforeseen occurrence which renders impossible the fulfilling of any term of this agreement, the Licensee shall have no right to claim for damages against Licensor.

**DONATIONS AND SOLICITATIONS:** No collection for donation, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior approval of the Licensor.

**SUPERVISION OF PARTICIPANTS:** Licensee shall provide sufficient, competent adult supervision of participants for any requested use of the facility. Children must be supervised at all times. One responsible adult should be in charge and present at all times for every twenty-five children.

**FOOD AND BEVERAGES:** No food or beverages are to be sold or served in the theatre.

**ALCOHOLIC BEVERAGES, SMOKING, PROFANE LANGUAGE, AND GAMBLING:** Licensee is prohibited from serving alcoholic beverages of any type in the theatre. Use of tobacco products, profane language, or gambling is prohibited inside the facility.

**ANIMALS:** Licensee shall not bring nor permit to be brought any animals into the facility except for service animals for individuals who are physically challenged.

**ADVERTISEMENTS AND PROMOTIONS:** Advertisements, promotions, press releases, or marketing of any kind must state that the event is produced by the Licensee and not the Anson County Arts Council, and therefore any views or opinions expressed may not be those of the Arts Council.

**PROHIBITED AREAS:** The sound and lighting control room located in the balcony, as well as offices, and storage areas upstairs and those at the back of the stage are not included as rented space and are therefore not available for use by Licensee.

**ADDITIONAL GUIDELINES:** Licensee shall adhere to any additional guidelines governing the use of the Ansonia Theatre as set forth by the Anson County Arts Council at the execution of this contract, including but not limited to:

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**FEE STRUCTURE**

| Facility Use Fee   | Custodial Fee   | Security   | Sound & Lighting Technician / Use of Equipment  |
|--|---|--|---|
| \$195 per day<br>8:00 am – 12:00<br>midnight constitutes<br>Rental Day. One<br>free day is allowed<br>for rehearsal per ea.<br>rented performance<br>day | \$75 for end of event<br>cleaning (Required)<br>Cleaning between<br>event days<br>(optional) To be<br>arranged by ACAC. | \$20 per hour per<br>officer(s) needed.<br>To be arranged by<br>ACAC | \$25 per hour. Time will<br>include consultation,<br>set-up, and break down.<br>Technician will be<br>provided by ACAC. |
| No. of event days X<br>\$195 = _____   | No. of days cleaning<br>required and/or<br>requested X \$75 =<br>_____  | No. of officer(s) X<br>No. of hours needed<br>X \$20 = _____         | Estimated Number<br>of hours technician<br>will be needed X \$25 =<br>_____   |

Facility Use Fee = Total \_\_\_\_\_

**DEPOSIT, FEE AND PAYMENT SCHEDULE:** Licensee agrees to pay Licensor fees for said premises for the term described herein. A non-refundable reservation fee in the amount of \$100 is due upon contract signature which will be credited against the balance of the fee due under this agreement. The remaining balance of the total use fee shall be due and payable no later than 7 days prior to the rental date \_\_\_\_\_ (date). Licensor reserves the right to cancel this contract should specified advance payments not be made by date required. Default: Full rental payment shall be used as a deposit to hold the facility. The full amount may be retained by Licensor as liquidated damages should the contract be cancelled.

**Damage Deposit:** Licensee is required to pay a \$100 deposit in advance of the event. If there is no damage assessed at the conclusion of the event, the security deposit will be refunded.

**Non-Inclusive Fees:** Licensee agrees to pay any assessment for damages as determined by the Licensor at the conclusion of the event.

## **Ansonia Theatre Rental Application/Contract**

### **LICENSEE**

Organization Name:

\_\_\_\_\_

Contact's Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City, State, ZIP:

\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Person Responsible for Payment: \_\_\_\_\_

Day Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### **EVENT INFORMATION**

Name of Event: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Rental Date

Set-up Time \_\_\_\_\_ Doors Open \_\_\_\_\_ Begin Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Is this event open to the public or a private event? \_\_\_\_\_

Will an admission fee be charged? \_\_\_\_\_ If so, what will the admission fee be? \_\_\_\_\_

What is the estimated attendance expected? \_\_\_\_\_

What is the estimated age of the targeted audience? \_\_\_\_\_

If you would like to have a message displayed on the marquee, please provide that information. Please be specific, as space is limited. Display cases on the façade of the theatre may also be available for event promotion. Provide information on lines below: \_\_\_\_\_

\_\_\_\_\_

Please attach a detailed description of the planned event in the space provided. If facility is rented for multiple dates, please include a schedule of times by date that the facility should be opened and closed. Please include any event requirements, including technical requirements, and all such other information as may be required by Licensor concerning the



