

ARTS *of the* ALBEMARLE

FACILITY RENTAL AGREEMENT

Name _____ Phone _____

Email _____

Type of Event: ___ Wedding ___ Concert ___ Corporate ___ Banquet

Other (please specify): _____

Date Requested (all requests are subject to availability): _____

ART GALLERY (1st Floor): CAPACITY: 250

- ___ 10am to 5pm \$800
- ___ 10am to 11pm \$1000
- ___ 4pm to 11pm \$600

MAGUIRE THEATRE AND SERVING KITCHEN (2nd Floor):

CAPACITY: BANQUET SEATING 135; THEATRE SEATING 225

- ___ 9am to 5pm \$700
- ___ 5pm to 11pm \$800
- ___ 10am to 11pm \$1000
- ___ Use of microphone/small projector/screen \$300
- ___ Use of lighting and sound equipment \$500
(technicians must be approved by AoA)
- ___ Use of digital movie projector \$500 (technician must be approved by AoA)

TWIFORD ROOM (3rd Floor): CAPACITY: 100

- ___ 9am to 5pm \$600, Weekly \$1,500
- ___ 9am to 11pm \$800
- ___ 4pm to 11pm \$600

Event space rental cost.....\$ _____

Equipment Fees.....\$ _____

Dressing Rooms (\$100 each).....\$ _____

Alternate Seating set-up fee \$200 (if different from AoA pre-set).....\$ _____

Use of AoA serving or cocktail tables (\$25 per table).....\$ _____

A security deposit of \$300 is required for all bookings.....\$ 300.00

TOTAL: ALL FEES ARE DUE AT SIGNING.....\$ _____

This contract is only valid when both parties have signed the last page, payment is made and insurance information and/or ABC license is provided.



RULES FOR USE AGREEMENT

Arts of the Albemarle (AoA) is a nonprofit organization and the center of cultural arts for northeast North Carolina. The historic building in which AoA resides is unique, and the protection of the building and its contents is the responsibility of AoA staff as well as our Renters. The Rules of Use outlined below are required to ensure the protection and preservation of our facility and the safety of your guests.

RESERVATION POLICIES

1. The full amount of the rental fee is due at booking plus a \$300 security deposit which will be fully refunded provided all guidelines have been followed.
2. If additional set-up day (s) is required, it will be at the same day rate as specified on the AoA rate sheet.
3. If serving alcohol, a copy of NC ABC Special One Time Permit and required insurance documentation as listed below.

USE FACILITIES AND EQUIPMENT

1. Arts of the Albemarle is open for meetings and events from 10am until 10pm on weekdays and 10am until 11pm on weekends, based on availability.
2. All events are subject to approval by the AoA Executive Director.
3. The amount of people on premises may not exceed the maximum occupancy for your rental space: including all hosts, guests, entertainers, caterers, workers, security and more.
4. The proper spelling and use of the Arts of the Albemarle name and logo, including the correct spelling of the Maguire Theatre, Jenkins Gallery and Twiford Room are required on all event marketing materials, invitations and publicity.
5. AoA will provide normal cleaning of premises. **The removal of leftover food, ice and decorations is not considered normal cleaning and is the responsibility of the caterer and/or event host.** All spaces used by renter, including bathrooms and hallways, are to be left in their original condition. Cleaning required by AoA staff in excess of normal wear and tear will result in forfeiture of the security deposit and are subject to additional repair or replacement costs.
6. The rental times are the exact times the renter, their staff, guests and equipment can be in the building. Additional times before and after will require additional rental fees at the rate of \$200 per hour and will be removed from the security deposit. AoA reserves the right to bring an event to a finish should it go overtime.
7. In the event that security personnel are required, they will be under the direct instruction and supervision of AoA personnel only.
8. Only pre-approved technicians are allowed in the AoA lighting and sound booth. No other personnel can be in booth or balcony during events unless approved in writing by AoA.
9. AoA's Maguire Theatre table pre-set includes 15 round tables with 8 seats around the dance floor. Any other seating arrangement will incur an additional charge. Seating in the Gallery or Twiford will incur an additional charge. AoA will not change the seating arrangement during an event.
10. All caterers must be approved by AoA and carry a valid catering license.

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11. The Maguire Theatre Sound/Lighting Booth is only accessible to approved technicians and is not available to DJ's or Bands. No one other than approved technicians are allowed in booth. Damage to AoA's equipment, or changes made to AoA's lighting plot that are not returned to their original state, will result in forfeiture of the security deposit and are subject to additional repair or replacement costs.
12. AoA is not responsible for deliveries or for the care of delivered items.
13. Open flames, candles, confetti, glitter (any form), helium balloons and rice are prohibited.
14. No decorations or signs may be adhered to AoA's walls or windows.
15. AoA will not be responsible for any item or property belonging to guests that is lost, stolen, damaged or destroyed while on AoA premises.
16. Smoking and use of illegal drugs in or on AoA premises is prohibited.
17. Damages to the facility or equipment will result in forfeiture of the security deposit and are subject to additional repair or replacement costs.
18. Guests may not use facilities that have not been rented and are not allowed to access other areas of the building.
19. AoA will provide wifi codes to renters but does not guarantee viability or speed.
20. Rentals do not constitute the use of AoA front desk, staff, ticketing systems, POS systems or other supplies and equipment.

RULES OF USE FOR EVENTS INVOLVING ALCOHOL

21. Possession and consumption of alcoholic beverages on AoA property requires an appropriate license issued by the North Carolina Alcoholic Beverage Control Commission. The appropriate license must be presented to AoA Staff at least 10 business days prior to the scheduled event.
22. Alcohol may be dispensed at Arts of the Albemarle by a nonprofit organization or company, provided that such agency:
 - a. Uses the NC ABC approved off-site permit and trained bar staff of a licensed catering company. -or-
 - b. Obtains and displays an appropriate license from the NC ABC Commission during the event.
 - c. Sells or dispenses the alcoholic liquors in a manner that does not impair normal operation of the AoA facility.
 - d. Provides bartending personnel to serve all alcoholic beverages and take proper precautions to ensure that guests are not served excessive amounts of alcohol and to ensure that no one under 21 years of age is served alcohol.
 - e. If needed, obtain certified law enforcement officer's for the event who will work under the supervision of AoA staff. The event host is responsible for payment of the hired officers.
 - f. Provides, or its catering service provides, dram shop liability insurance in maximum coverage limits and in which the carrier agrees to defend, save harmless, and indemnify the AoA staff and the Board of Directors from all financial loss, damage, or harm arising out of the selling or dispensing of alcohol.
 - g. Does not serve alcohol beyond the time stated in the approved permit.
 - h. Does not allow any alcohol taken outside of the rented space.



LIABILITY AND INSURANCE

- 23. In the event of alcohol service, general liability insurance shall be provided by the sponsoring host with coverage limits of no less than Bodily injury (including death) - \$1,000,000 per occurrence and property damage - \$500,000 per occurrence. The policy shall name Arts of the Albemarle as insured and must preclude any right of subrogation against such agency and its officers, employees, representatives, and agents.
- 24. In the event of food service, then insurance is to include bodily injury and property damage on or away from the premises arising out of defective products that are manufactured, handled, sold, or distributed by the named insured. If the event host is not handling any part of the food service, then the catering service is responsible for damages.
- 25. The event host agrees to hold Arts of the Albemarle, its employees, its volunteers, the Executive Director and Officers and Members of the AoA Board of Directors, harmless from all claims that arise out of the renter's use of the facilities.
- 26. The caterer must have their own liability insurance against food spoilage and handling.
- 27. There will be no changes or exceptions to the preceding rules without written confirmation by the Executive Director.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Entire Agreement. This Agreement contains the ENTIRE AGREEMENT between the parties hereto with respect to the subject matter hereof and SUPERSEDES ALL negotiations, prior discussions, agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

Invalid Provision. The invalidity or unenforceability for any reason of any particular provision or provisions of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted.

COVID-19: Arts of the Albemarle reserves the right to cancel or postpone event based upon COVID-19 guidelines.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered as of the day and year first written below.

Arts of the Albemarle Executive Director Renter

Signature

Date

Signature

Date