

THE ARTS COUNCIL OF WILSON
EDNA BOYKIN CULTURAL CENTER FACILITY RENTAL CONTRACT



Today's Date _____

Renter Information

Renter's Name _____ Phone _____ Fax _____
 Address _____
 City _____ State _____ Zip _____ Email _____
 Contact Person _____ Phone _____ Other _____

The "Renter", agrees to rent the EBCC during the stated dates and times, in accordance with the terms of this rental contract. The space will be available to the renter during the times stated on the face of this contract ONLY, therefore renter should include sufficient time for set up and cleanup. Rental fees are based on a 7-hour block of time which includes the set up and clean up time.

Event Information

Name of Event _____
 Genre: ___ Comedy ___ Music ___ Family ___ Dance ___ Theatre ___ Other
 Expected Attendance _____
 Rental Date(s) _____
 Time of Event: Start _____ End _____
 Rehearsal Dates _____ Times _____
 Audition Dates _____ Times _____
 Load-In Date _____ Time _____
 Tech Date _____ Time _____
 Clean-Up Date _____ Time _____
 Strike Date _____ Time _____

Other Services

Use of EBCC Box Office ___ Yes ___ No Box Office Dates _____ Time _____
 Use of EBCC Concession Booth ___ Yes ___ No
 Ticketing Services ___ Yes ___ No
 Use of EBCC Sound Equip. ___ Yes ___ No
 Stage Lighting Redesign ___ Yes ___ No
 Equipment Rental ___ Yes ___ No Equipment Setup ___ Yes ___ No
 Marquee Use ___ Yes ___ No Marquee Dates _____
 Marquee Verbiage or Additional Info _____

Verbiage will appear for 2 WEEKS prior to show date. Please write in EXACTLY what it is you want to appear on the Marquee. Small panels can accommodate three lines with approx 30 characters/spaces on each line. Center panel can accommodate two lines with approx 60 characters/spaces on each line. Additional weeks may be available at a prorated amount.

Fees and Services	Fees	Non-Profit Fees
EBCC Rental - Auditorium & Hammond Gallery (7 hours) with use of EBCC sound equipment	\$900.00	\$500.00
without use of any EBCC sound equipment	\$700.00	\$500.00
Hammond Gallery	\$250.00	\$150.00
Additional Hours		
Prior to 11:00 pm		
Auditorium & Hammond Gallery w/ sound equip.	\$13.00/hr	\$7.00/hr.
Auditorium & Hammond Gallery w/o sound equip.	\$10.00/hr	\$7.00/hr.
Hammond Gallery	\$4.00/hr.	\$ 2.00/hr.
After 11:00 pm		
Auditorium & Hammond Gallery w/ sound equip.	\$26.00/hr	\$14.00/hr.
Auditorium & Hammond Gallery w/o sound equip.	\$20.00/hr.	\$14.00/hr.
Hammond Gallery	\$8.00/hr.	\$4.00/hr.
Rental Security Deposit *		
Auditorium and Hammond Gallery w/sound equip.	\$450.00	\$250.00
Auditorium and Hammond Gallery w/o sound equip.	\$350.00	\$250.00
Hammond Gallery	\$125.00	\$75.00
Box Office	No Charge	No Charge
Ticketing Services		
Printing	\$25.00	\$25.00
Sales	\$2.00/ticket sold	\$2.00/ticket sold
Concession Booth	No Charge	No Charge
Lighting/Sound Personnel		
Seasoned Technicians	\$20.00/hr.	\$20.00/hr.
Apprentice/Student Technicians	\$15.00/ hr.	\$15.00/ hr.
Stage Lighting Redesign	500.00	500.00
Equipment Rental		
Tables	\$4.00/ table	\$4.00/table
Chairs	\$.50 /chair	\$.50 /chair
Glasses	.25 /glass	.25 /glass
Equipment Setup		
Tables	\$2.00 /table	\$2.00/ table
Chairs	\$.25 /chair	\$.25/ chair
Marquee Rental		
Small Panel	\$50.00 ea	\$50.00 ea.
Center Panel (if available)	\$75.00.	\$75.00

Charges (to be completed by ACW staff)

Rental Fee	days x \$	\$		
Additional Hours	hours x \$	\$		
Security Deposit		\$		
Ticketing Services		\$		
Technical Personnel	Persons @ \$ / hr. for hours	\$		
Equipment Rental	tables @ \$ chairs @ \$ glasses @ \$	\$ \$ \$		
Equipment Setup	tables @ \$ chairs @ \$	\$ \$		
Marquee Fee	panel @ \$	\$		
Other Fees		\$	Exp.:	
TOTAL FEES		\$		
LESS DEPOSIT		\$	Date Paid	Payment Method
BALANCE DUE		\$		

Terms and Conditions

In consideration of the payment of the rental fee and the agreement of the Renter to comply with this Contract, the **Arts Council of Wilson** agrees to the following:

- a. make the space indicated above available to the Renter for the dates and times set forth above
- b. to make available rented tables and chairs
- c. place trash cans in the space rented
- d. provide a general wash of stage light. Additional light changes or design will incur additional charges and must be stipulated in advance.

Lighting and Sound:

Light and sound technicians will be secured through the ACW Theatre Coordinator at an additional charge of \$15 to \$20 per hour, depending on the experience of the technician.

Renters who wish to provide their own sound technicians, must agree to bring in all of their own sound equipment and use none of the EBCC sound equipment.

By signing this Contract, Renter agrees to the following:

(Please initial each section in the underlined area, indicating your agreement to comply with all statements therein.)

Initial

I. Payment

- A. Deposit: The deposit stated is due at the time of the completion of this Contract. The Deposit will be returned to the Renter upon satisfactory inspection of the rented facility after use. Portions of the deposit will be retained to compensate for any damages or additional clean up cost attributable to the Renter.
- B. Rental Fee: The rental fee is due in full at least 30 days before the date of use unless this Contract is completed closer to the date of usage, in which case the fee will be due and payable during submission of the Contract.
- C. Cancellation/Refund: If cancellation by either party is more than thirty (30) days before the scheduled use of the facilities, the rental fee and deposit will be returned. If Renter cancels 15 to 30 days prior to the event, ACW will retain a 10% cancellation fee. If Renter cancels within two (2) weeks of the event, the ACW will retain a 25% cancellation fee.
- D. Holiday Surcharge: An additional fee of \$25 per hour will be added to every rental that occurs on an ACW observed holiday.
- E. Accepted Payment Methods: No personal checks. We do accept cash, money orders, certified checks, VISA and MasterCard.

III. Food, Beverage and Products

- A. Alcohol: Alcoholic beverages may be served in the facilities so long as the Renter applies for, receives and displays the proper permits as required by the Alcoholic Beverage Commission (ABC) and assumes all responsibility. Renter may contact the North Carolina Alcoholic Beverage Control Commission at 3322 Old Garner Road, P O Box 26687, Raleigh, NC 27611-6687 (919) 779-0700 when any type of alcohol is being served. **You must have a permit to serve or sell alcohol.**
- B. Food and Beverage: Food and beverages are only allowed in the lobbies and dressing rooms. **Renter will be charged for stains on carpets. NO FOOD OR BEVERAGES ARE PERMITTED IN THE THEATRE.**
- C. Concessions: ACW reserves the right to operate, license or permit others to operate any and all concessions in the EBCC. If Renter receives permission to operate concessions in the theatre, all sales will take place in the lobby areas only and ACW will make no provision for storage of any money or products.
- D. Tobacco: Smoking is NOT permitted.

IV. Destruction and Damage

- A. Damage: If anyone damages the facilities or artwork during the rental period, Renter shall pay for all necessary repairs. This includes any damage to the technical equipment, when operated by anyone other than those authorized by ACW.
- B. Destruction: If ACW facilities are destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of the Agreement impossible, then this Rental Contract shall terminate, payments will be returned and Renter waives all rights to any claims against ACW.

V. Facility Use

- A. Compliance: Renter agrees that any use of the Edna Boykin Cultural Center will comply with all statutes, ordinances, rules and regulations issued by Federal, State and municipal governments, including all rules of the Wilson Police and Fire Departments and the Alcoholic Beverage Commission.

- B. Licenses & Payments: Renter agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulating authority, any and all license fees, permits, royalties and taxes required in connection with the use of the facilities.
- C. Hazardous Material: Renter agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to constitute a hazard.
- D. Cleanup: Renter agrees to abide by the Cleanup Checklist provided as an addendum to this contract. Renter is responsible for leaving the facility clean and spotless. Cleaning fees will be deducted from deposit if necessary.
- E. Building Security: Renter agrees to abide by the Security Checklist provided as an addendum to this contract and agree that ACW is not responsible for any valuable items left in the facilities.
- F. Building Safety:
 - 1) Capacity: The Renter will not sell or distribute tickets to events in excess of the seating capacity or admit a larger number of persons than can safely and freely move about in the rented areas. (See Facility Information for capacity of each space.)
 - 2) Exits: No portion of any passageway, or exit shall be blocked or obstructed in any manner and no exit door shall be locked, blocked or bolted while the facility is in use. All designated exits shall be maintained in such manner as to be visible at all times.
- G. Fire Watch: Renter agrees to secure three (3) people to cover fire watch during every event where attendance could exceed 100

VI. Responsibility and Indemnity

- A. Conduct: The conduct of all program participants and spectators while on ACW property shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or artistic content on ACW premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. ACW retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.
- B. Indemnity: Renter shall release, indemnify, keep and save harmless, ACW, its agents, officers, or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.
- C. Disclaimer: The Arts Council of Wilson Board of Directors reserve the right to deny any rentals that they feel is inappropriate. **All renters must provide two references when submitting their application.***

By signing this Rental Contract, the Renter acknowledges having read and comprehends this contract, and understands that this Rental Contract is binding on both parties and the organizations they represent.

RENTER:

ARTS COUNCIL OF WILSON:

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Organization _____

Date Signed _____

Phone _____

*Ref. 1 _____ Phone _____

Date Signed _____

*Ref. 2 _____ Phone _____

Contact Information
 Arts Council of Wilson
 124 Nash Street SW
 Wilson, NC 27893

Edna Boykin Cultural Center
108 W. Nash Street
Wilson, N. C. 27893