

**THE ARTS COUNCIL OF WILSON  
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 indicated spaces from The Arts Council of Wilson (ACW), which includes the Edna Boykin Cultural Center (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**

Rental Area \_\_\_\_\_  
 Rental Date(s) \_\_\_\_\_  
 Name of Event \_\_\_\_\_  
 Expected Attendance \_\_\_\_\_  
 Time of Event: Start \_\_\_\_\_ End \_\_\_\_\_  
 Set-Up Date \_\_\_\_\_ Time \_\_\_\_\_  
 Clean-Up Date \_\_\_\_\_ Time \_\_\_\_\_

**Additional info for EBCC rentals (if needed)**

Marquee Dates \_\_\_\_\_  
 Audition Dates \_\_\_\_\_  
 Audition Times \_\_\_\_\_  
 EBCC Rehearsal Dates \_\_\_\_\_  
 EBCC Rehearsal Times \_\_\_\_\_  
 EBCC Load-In Date \_\_\_\_\_ Time \_\_\_\_\_  
 EBCC Tech Date \_\_\_\_\_ Time \_\_\_\_\_  
 Box Office Dates \_\_\_\_\_ Time \_\_\_\_\_  
 Strike Date \_\_\_\_\_ Time \_\_\_\_\_

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.*

**Fee Information**

**Security Deposit** \$ \_\_\_\_\_  
**Rental Fee** \$ \_\_\_\_\_  
**Marquee Fee** \$ \_\_\_\_\_  
**Equip. Rental** \$ \_\_\_\_\_  
**Equip. Setup** \$ \_\_\_\_\_  
**7-hr Excess Fee\*** \$ \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

Equipment Rental

Tables: \_\_\_\_\_ # of tables x \$4.00ea \$ \_\_\_\_\_  
 Chairs: \_\_\_\_\_ # of chairs x \$0.50ea \$ \_\_\_\_\_  
 Glasses: \_\_\_\_\_ # of wine x \$0.25ea \$ \_\_\_\_\_  
 \_\_\_\_\_ # of hi-ball x \$0.25ea \$ \_\_\_\_\_  
 Flatware: \_\_\_\_\_ # of flatware x \$0.20 \$ \_\_\_\_\_  
 Total \$ \_\_\_\_\_

Equipment Set-Up and Takedown

Tables: \_\_\_\_\_ # of tables x \$2.00ea \$ \_\_\_\_\_  
 Chairs: \_\_\_\_\_ # of chairs x \$0.25ea \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_  
Area Clean-up (minimum \$50 Fee assessed per area)  
 Renter is responsible for leaving the rented area clean and spotless, including: Vacuum, takeout trash, no stains, and general clean-up.

**DEPOSIT** \$ \_\_\_\_\_ **Date Paid** \_\_\_\_\_  Visa  MC  AX  Cash  Check # \_\_\_\_\_  
**BALANCE DUE** \$ \_\_\_\_\_ **Date Paid** \_\_\_\_\_  Visa  MC  AX  Cash  Check # \_\_\_\_\_

Note: The refundable Security Deposit is in addition to the rental fee and must be paid at contract signing. The above Balance 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 is due and payable at submission of the Contract.  
 \*Rental Fees are based on a 7-hour block of time which includes set up and clean up time. At the time of signing the contract, the renter may purchase additional time, for a charge of 10% of the rental fee, for each additional hour prior to 11pm. All ACW rentals should be over no later than 11pm. Should the renter go over the designated block of time or request additional time after 11pm, a fee of 20% of the rental fee will be assessed for each additional hour and will be deducted from the renter's security deposit if the renter, their guests, or caterers exceed the block set forth above for any reason, unless such excess is agreed to, in advance, in writing, by the Office Manager or Technical Director.

## Concessions/Catering Information

Will your use of the facility require concessions / catering?  Yes  No By:  ACW or  Renter

*Note: The Arts Council of Wilson reserves the right to sell concessions at any and at all events in the Boykin Center.*

### Caterer's Name, Address, Phone Number:

Caterer's Business Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

In consideration of the payment of the rental fee and the agreement of the Renter to comply with this Contract, ACW agrees to make the space indicated above available to the Renter for the dates and times set forth above and to make available rented tables and chairs, and place trash cans in the space rented. 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. Returned Checks. There will be a \$30.00 fee for any returned check.
- E. Holiday Surcharge. An additional fee of \$15 per hour will be added to every rental that occurs on an ACW observed holiday.

#### II. Set Up - Clean Up - Caterers – Decorations & Rented Equipment

- A. Set-Up. Access to the facilities for setting up, including Caterers set-up, will be during the hours stated on the face of this contract ONLY. A written schedule of Set-Up or Load-In/Out must be provided to either the Office Manager or the EBCC Technical Director at least ten (10) days before the event so that the proper number of tables, chairs, etc can be made available. The Arts Council rents certain items for use of Renter and/or Caterer, such as long tables, chairs, and wine and highball glasses. **We do not provide linens, silver, or tableware.** The ACW staff's sole responsibility is to supply the above listed rented items to the space being rented, along with trashcans and liners. ACW staff will not be responsible for the moving, setting up, or taking down of any equipment brought in by or for the Renter and/or Caterer. Renter is totally responsible for all set-up and break down, including stacking, of all tables and chairs and other equipment used during the event, unless the equipment setup fee is has been paid.
- B. Clean-Up. The premises must be left in as good a condition and repair as found at the beginning of the rental period. All food, beverages, equipment and rented supplies must be removed from the premises immediately after each use of the facilities AND NO LATER THAN THE EXIT TIME STATED ON THE FACE OF THIS CONTRACT, or you will be charged an excess fee. Any catering areas used must be cleaned and left in an "as found or better" condition. All trash must be removed from the building and placed in an appropriate dumpster or other outside trash container. All floors must be swept and/or vacuumed after use of space. If using the Kitchen area(s) it too must be cleaned (including stoves). Renter must immediately take care of any major spillage. If Renter is unable to remove spillage, ACW will have area professionally cleaned at Renter's expense.
- C. Parking. Parking is available in the Barnes Street City Parking Lot (approx 60 spaces). Should you need parking for large groups, you may contact the Wilson Parking Commission for assistance at (252) 291-2405.
- D. Decorations. Except with the prior written consent of the Office Manager, Renter shall not (a) cause or permit the facilities to be injured, marred, or in any manner defaced or changed; (b) place any nails, hooks, tacks, screws or other fasteners into any part of the facilities; (c) place or permit to be placed signs on painted walls in any part of the facilities. No decorations such as posters, pictures or banners are to be fastened to walls, woodwork or curtains inside or out.
- E. Rented Equipment. All rented equipment and supplies must be delivered the day of the event during the hours specified on the face of this Contract and picked up by 10:00 am the following morning, unless special arrangements have been made with the Office Manager or Technical Director. All glass rentals must be cleaned and neatly stacked in the kitchen area.
- F. Caterers. Caterers must have proper licenses and liability insurance coverage. There will be NO preparation of raw food or re-frying of fully prepared foods in the kitchen – Health Department Regulations. ACW requires that a copy of the Caterer's Certificate of Insurance be made available for its files at least two weeks before the catered event.
- G. Equipment. All Caterers' equipment must be removed the day of the event. The Arts Council is not responsible for any lost or stolen Caterers' or Renters' property or equipment rented for use by the Caterer or Renter.

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### **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 alcohol.**
- B. **Food and Beverage.** Food and beverages are only allowed in the lobbies and dressing rooms of the theatre and in specified galleries and rooms of the Wilson Arts Center. The “Red Beverage Ban” is in effect and at no time should any red wine, juice or other colored beverage be served or consumed in any area that is carpeted. **Renter will be charged for stains on carpets.**
- C. **Concessions.** ACW reserves the right to operate, license or permit others to operate any and all concessions in ACW facilities. 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.** No smoking is permitted in any part of ACW facilities.

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### **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.

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### **V. Facility Use**

- A. **Compliance.** Renter agrees that any use of ACW facilities 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.

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### **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.

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### **VII. Security**

- A. **Police Protection.** Different uses of the facilities have different needs concerning security. Each Renter should consider providing a minimum of one off-duty officer from the police department for any public event and any time alcohol is served. It is the Renter’s responsibility to contact local law enforcement and to ensure sufficient security for the situation. Please contact the police department regarding your event (252) 399-2323. Give them the date, time, place, and expected number of guests. You can fax this information to the police department at (252) 237-5160.
- B. **Building Security.** ACW is not responsible for any valuable items left in the facilities. ACW should be locked when not in use, but others may use the facilities during this rental period and parts of the buildings may be open to the public. The Renter should take necessary precautions to protect valuable personal property and arrange with ACW for keys and closing procedures when using the facilities after regular working hours.
- C. **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.

**VIII. Specific Theatre Rules – (For EBCC Theatre rentals only)**

- A. Admission Fees. Reasonable admission fees may be charged for each event. All ticket sales, in advance or at the door, are the responsibility of the Renter. The Arts Council box office will print and sell tickets for \$25 + \$1 per ticket sold.
- B. Marquee. Renter may use the Marquee for 2 WEEKS before the show date. On the cover of this Contract, please write in EXACTLY what it is you want to appear on the Marquee. Marquee verbiage is limited to the two side panels facing the street (either side of the center section) and can accommodate three lines of 30 characters/spaces each line. The Arts Council will make every attempt to fulfill your request, however we cannot guarantee that every request will be fulfilled.
- C. Security. Renter agrees to have the BOX OFFICE and LOBBY occupied by a responsible adult during all times the front doors are unlocked. Failure to have a responsible adult in this area constitutes agreement to accept responsibility for any and all damage to the facility, any artwork or other property damaged. Arts Council personnel are not responsible for remaining in this area during your rental.
- D. Auditorium. Renter agrees to enforce the rule that no food or beverage may be taken into the auditorium. Failure to comply with this rule may result in forfeiture of the security deposit.
- E. Ushers. For performances in the theatre, Renter will provide a minimum of six (6) ushers. Ushers should be at least seventeen (17) years of age and dressed to be easily recognizable. All ushers should be educated as to location of emergency exits and rules of the theatre including the rule against food and beverages in the auditorium. Ushers should also be empowered by renter to maintain order among guests of the facility.
- F. Technical Systems. Only trained qualified operators may use the stage lighting and sound systems. The Technical Director has a name and telephone list of qualified individuals to run both the Sound and Light Systems. Contracting the qualified sound and light technicians is the responsibility of the Renter.
- G. Parking. The First Citizens parking lot next to the theatre may NOT be used Monday through Friday between 7:00 am and 6:00 pm. Public parking is available on the streets or behind the buildings across Nash Street, entering from Pine Street. After 6:00 pm, and anytime on Saturday and Sunday, the First Citizens parking lot may be used.
- H. Rehearsals/Dark Days Use. ACW reserves the right to rent the facility to other agencies or groups for one-day events or activities during the Renter’s rehearsals. Should conflicts arise; the ACW will notify the Renter in advance, and the ACW agrees to reduce or eliminate any daily rental fees and/or find other ACW area accommodations for rehearsals. The ACW agrees to not rent the area during the week of contracted performance dates.

**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:  
 Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Date Signed \_\_\_\_\_

ARTS COUNCIL OF WILSON:  
 Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date Signed \_\_\_\_\_

Contact Information  
 Arts Council of Wilson  
 124 Nash Street SW  
 Wilson, NC 27893  
 (252) 291-4329  
 (252) 234-0049-fax