

CITY OF ALBEMARLE, NC

Albemarle Neighborhood Theatre Usage Policy and Regulations



ALBEMARLE

NORTH CAROLINA

Water. Air. Land. Opportunity.

144 North 2nd Street (P.O. Box 190) Albemarle, NC 28001

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CLASSIFICATION OF APPLICANTS

Each application will be reviewed by the Facility Coordinator and classified into a group depending on the type of organization and the intended use. The City’s activities have first priority for the use of the facilities. The classifications are listed in order of priority with classification "A" first, classification "B" second, etc.

RENTER CLASSIFICATIONS

Class	Description	Definitions
A	City	Programs organized, sponsored, or conducted by the City of Albemarle are interpreted to mean City of Albemarle, its officers, agents, employees and other affiliated organizations.
B	Local Government	Official local government agencies local to Stanly County including public schools.
C	Other Government	Other government entities including State and Federal.
D	Non-Profits	Facility use by City of Albemarle nonprofit community groups or youth organizations, or private schools. A nonprofit is interpreted to mean an organization operating as a registered nonprofit which serves the Albemarle community. Nonprofit organizations shall submit a copy of their 501 (C) letter. Membership roster, by-laws and constitution, may also be required.
E	Civic	All groups serving a civic purpose in the Albemarle community exclusive of those entities subject to Class D above.
F	Resident	A resident is an individual whose primary address is inside the corporate limits of the City of Albemarle.
G	Non-Resident	A non-resident owner is an individual whose primary address is outside the corporate limits of the City of Albemarle.

The City reserves the right to limit the use of the City's facilities.

Albemarle Neighborhood Theatre RENTAL FEE SCHEDULE

Classification A is exempt from the fee schedule. Classifications B, C, D, E, F, and G are subject to the rental fee schedule as shown below.

SINGLE USE RENTAL	Damage Deposit (Refundable)*	Reservation Deposit**	Rental Fee Per Day (Class B thru F)	Rental Fee (Class G)	Energy Fee (Per Day)
Mon-Thurs 7AM-10PM	\$100	\$25	\$150	\$300	-
Friday 7AM-10PM	\$150	\$40	\$200	\$400	-
Saturday 7AM-10PM	\$150	\$40	\$200	\$400	-
Sunday 7AM - 8PM	\$150	\$40	\$200	\$400	-
LONG-TERM RENTAL***	Damage Deposit (Refundable)	Reservation Deposit*	Discount on Rental Fee Per Day (Class B thru F)	Discount on Rental Fee Per Day (Class G)	Energy Fee (Per Day)
			<i>Discount</i>	<i>Discount</i>	
2-6 Consecutive Days	\$200	\$50	20%	10%	\$25
7+ Consecutive Days	\$200	\$50	30%	15%	\$25
***Fee only applies to performance days for rentals over consecutive weekends by one group. Energy fee applies to all rented days.					

*Reservation Deposit is applied toward fees due.

**Damage deposit returned upon completion of rental, final inspection, and key return.

Access card for this facility must be picked up during normal business hours at the Niven Center the day prior to rental.

OTHER REQUIRED FEES

Concession Sales Fee: \$50 per day

Cleaning Fee: \$75 per day

Use of the Albemarle Neighborhood Theatre is limited to performing arts purposes only.

****Exceptions to this use may be available with adequate advance notice.***

RULES SPECIFIC TO Albemarle Neighborhood Theatre USE

****Use of the Albemarle Neighborhood Theatre is limited to performing arts purposes only.****

- 1. SERVICE PROVIDED BY ALBEMARLE NEIGHBORHOOD THEATRE.** Rental of the Albemarle Neighborhood Theatre is on a "four-wall" basis. Albemarle Neighborhood Theatre shall furnish general lighting from the permanent fixtures, outlets and the equipment in the building; heat or air conditioning for rental period stated in the Albemarle Neighborhood Theatre's operating policies; water for normal usage as now installed in the building; and normal janitorial services. Failure to furnish any of the foregoing because of circumstances beyond the control of the Albemarle Neighborhood Theatre shall not be considered a breach of the Lease Agreement or any agreement between the parties.
- 2. TECHNICAL SERVICES.** The Albemarle Neighborhood Theatre will provide a list of approved technical contractors for operating lights/sound/etc. For recurring lessees, the City of Albemarle may certify an affiliated operator. Only certified or approved operators may operate lights/sound/etc.
- 3. TRAINING AND CERTIFICATION FOR AUDIO/VISUAL OPERATION.** Use of the audio/visual system is limited to individuals trained and/or approved by the City.
- 4. ASSIGNMENT.** Lessee may not assign a Lease Agreement or any rights contained in a Lease Agreement nor sublet the Albemarle Neighborhood Theatre without the Albemarle Neighborhood Theatre's written consent.
- 5. LEASE SUBJECT TO OPERATING POLICIES.** Lessee shall be subject to all operating policies, or rules and regulations, adopted by the Albemarle Neighborhood Theatre and its management and all such policies, rules and regulations as contained in the Albemarle Neighborhood Theatre Facility Use Manual, shall be a part of this agreement. Said policies, rules and regulations shall be available to the Lessee upon Lessee's request to the Albemarle Neighborhood Theatre's Managing Director.
- 6. EVENT PLAN/SCHEDULE.** For security reasons, access to the Albemarle Neighborhood Theatre during the term of this Lease Agreement is by appointment only. Lessee agrees to furnish Albemarle Neighborhood Theatre with an accurate written schedule of Lessee's activities in the Albemarle Neighborhood Theatre, including specific time of arrival, set-up, rehearsal, performance and tear down (hereinafter "strike") times. Lessee agrees to furnish said schedule at least thirty (30) days prior to the first day of this Lease Agreement.
- 7. METHOD OF ACCESS FOR LESSEE TO ENTER FACILITY.** The lessee will obtain access key(s)/card(s) from the Niven Center during business hours the day before use of the auditorium commences.
- 8. TECHNICAL INFORMATION.** Details on equipment available for use can be found as an addendum to this policy. The lessee must notify the City ten (10) days before use regarding which equipment is required by the lessee. The City cannot guarantee the availability of equipment in the event of needed repairs or other unforeseen or unresolved issues. The lessee will be notified as soon as possible if any issues arise with required equipment.

9. CONCESSIONS. Albemarle Neighborhood Theatre reserves the right to sell any and all concessions during the term of this Lease Agreement, including (but not limited to) food, beverages, souvenirs, playbills and/or programs, recordings, T-shirts, etc. If Lessee desires to sell any items in or near the Albemarle Neighborhood Theatre, Lessee must obtain permission from the Albemarle Neighborhood Theatre at least ten (10) days before proposed sales and concession fees paid. Albemarle Neighborhood Theatre may refuse said permission for any reason.

10. FRONT OF HOUSE PERSONNEL Unless otherwise noted in written addendum to this agreement, Lessee is responsible for providing front-of-house personnel, including ushers, ticket takers, concessionaires and security. The Facility Use Coordinator of the Albemarle Neighborhood Theatre shall designate the types and numbers of the personnel required.

11. STRIKE AND CLEANUP. At the termination of the Lease Agreement, Lessee shall surrender the leased premises to the Albemarle Neighborhood Theatre in as good condition as the premises are in now, ordinary wear and tear excepted. Lessee must commence strike and clean up until Lessee has removed all Lessee's equipment and returned Albemarle Neighborhood Theatre to a condition acceptable to the Facility Use Coordinator.

12. INSURANCE. The City of Albemarle requires Lessee to provide a copy of Lessee's Certificate of Insurance for general liability coverage with the City listed as "additional insured." This documentation must be submitted to the Facility Use Coordinator. The City further reserves the right to require the Lessee to purchase additional insurance coverage, as may be determined in the discretion of the Lessor.

13. LESSEE TO HOLD Albemarle Neighborhood Theatre HARMLESS. Lessee shall save Albemarle Neighborhood Theatre harmless from any and all claims made on account of any loss, damage, or injury arising from the acts or neglect of Lessee, its agents, servants, or employees, and Lessee shall keep and hold Albemarle Neighborhood Theatre harmless from any and all damages and liabilities arising from any fault or negligence of Lessee or failure on the part of Lessee to comply with this Lease. Furthermore, Lessee shall release, discharge, or save harmless Albemarle Neighborhood Theatre from any and all claims for loss, damage, or injury to any properties or person which may be sustained during or because of Lessee's occupancy or use of the leased premises pursuant to this Lease Agreement. Lessee shall pay all of Albemarle Neighborhood Theatre's costs and expenses, including reasonable attorney's fees, incurred in defense of, or as a result of any claim described herein. Lessee shall be liable to Albemarle Neighborhood Theatre for any and all injuries or damages to Albemarle Neighborhood Theatre, its employees or the premises which shall be sustained during or because of Lessee's occupancy or use of the premises pursuant to this lease.

14. TALENT CONTRACTS. In cases where agreements have been made by the Lessee to present an artist(s), Lessee agrees to furnish Albemarle Neighborhood Theatre a copy of a valid contract and technical rider for the artist at least fifteen days prior to occupancy. Lessee may withhold privileged financial information.

15. RECEPTION/PARTIES. The Albemarle Neighborhood Theatre is approved for theater or the arts' use only. No parties or receptions may be held in the Albemarle Neighborhood Theatre.

16. DANGEROUS MATERIAL/FLAME PROOFING. Lessee shall not, without written consent of Albemarle Neighborhood Theatre, put up or operate any engine or machinery on the premises, or use any flammable, toxic or explosive items for mechanical or other purposes. Lessee agrees that all

decorative material including but not limited to, set pieces, scenery, floor covering and set materials used in the premises shall be flameproof, and must submit proof of such upon request.

17. COPYRIGHTED MATERIAL. Lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold harmless from any and all claims, losses, or expenses incurred with regard thereto. Lessee shall pay all of Albemarle Neighborhood Theatre's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.

18. ADVERTISING. Lessee agrees that all advertising related to use of the Albemarle Neighborhood Theatre shall be accurate and no advertising or dealings with the public shall be unfair or deceptive. Lessee shall not publish, list, or advertise the event before this Lease Agreement has been fully executed by the parties.

19. TAXES. Lessee shall be responsible for payment of any and all taxes, permits, fees, and other charges arising out of or connected with the use of the premises by Lessee, and Lessee shall save Albemarle Neighborhood Theatre harmless from any and all obligations with respect to such taxes, permits and other charges.

20. BROADCASTING. All forms of broadcasting, telecasting, videotaping, recording or radio broadcasting are reserved to Albemarle Neighborhood Theatre and shall remain under Albemarle Neighborhood Theatre control unless Lessee is granted in writing license to engage in these or similar activities.

21. TERMINATION AND COMPLIANCE WITH LAWS. Albemarle Neighborhood Theatre may terminate this Lease Agreement if any use or reasonably anticipated use of the Albemarle Neighborhood Theatre by Lessee may conflict with or violate any applicable laws, or if any proposed or reasonably anticipated occupancy or entertainment may tend to bring discredit or physical damage to Albemarle Neighborhood Theatre or The City of Albemarle. Lessee shall be responsible to insure compliance with all laws, regulations, ordinances, and legal duties and obligations arising out of, or connected with, Lessee's use of the leased premises.

22. INSPECTION OF PREMISES. Lessee shall inspect premises prior to execution of the Lease Agreement. Execution of this Lease Agreement shall constitute acknowledgment that the leased premises and Albemarle Neighborhood Theatre's property are in good, safe and serviceable condition and fit for the Lessee's uses and purposes unless Lessee makes claim to the contrary by a written statement describing any complaint delivered to the Facility Use Coordinator together with this Lease Agreement. As to any changes which may occur in the condition of said premises or property prior to occupation and use by Lessee, occupation and use shall constitute acknowledgment that said premises and property are in good, safe and serviceable condition and fit for Lessee's uses and purposes unless Lessee makes claim to the contrary by written statement, delivered to Facility Use Coordinator prior to the earlier of Lessee's first performance or rehearsal, or the end of the first day of Lessee's occupation of the premises. Albemarle Neighborhood Theatre shall not be liable in any event to Lessee for any loss, delay, or damage of any kind or character resulting from defects in, or inefficiency of, the premises, equipment, or services provided pursuant to this agreement, or any accidental failure or breakage thereof.

23. LIMITATIONS ON SERVICES PROVIDED. Albemarle Neighborhood Theatre shall not be responsible in any way for any losses, delays, or damages, sustained by Lessee by reason of any defect, deficiency, failure or impairment of the heating and air conditioning systems, water supply systems, plumbing and drainage systems, or electrical or other power systems leading to or upon the leased premises. If the premises or any part thereof shall be damaged by fire or if for any other reason including but not limited to strikes, failure of utilities, or any acts of God, which render the fulfillment of this Lease Agreement by Albemarle Neighborhood Theatre impossible or impractical, the Lessee hereby expressly releases, discharges and will save harmless Albemarle Neighborhood Theatre from any and all claims arising out of any of these causes. Additionally, Albemarle Neighborhood Theatre shall not be responsible to Lessee in any way for losses, delays, or damages sustained by Lessee by reason of any defect, deficiency, failure or impairment of any equipment owned or possessed by Albemarle Neighborhood Theatre and used by Lessee upon leased premises; or any defect, deficiency, failure or impairment in said premises; or any claim made against the Lessee by any third person arising out of any such defects, deficiencies, failure or impairments of said equipment.

24. LIMITATION OF DAMAGES TO LESSEE. If Albemarle Neighborhood Theatre should be held liable to Lessee for any matter arising out of the Lease Agreement, or any related transaction or occurrence, Lessee's sole remedy shall be limited to the recovery of funds paid by Lessee to Albemarle Neighborhood Theatre under this contract.

25. LESSEE'S PROPERTY DEPOSITED. All property which Lessee may bring to the Albemarle Neighborhood Theatre shall be deemed to have been deposited with the Albemarle Neighborhood Theatre as collateral security for all claims which the Albemarle Neighborhood Theatre may have for rents or other payments owed by Lessee for default or breach by Lessee of its obligations or responsibilities respecting the use of the Albemarle Neighborhood Theatre. Albemarle Neighborhood Theatre shall have a lien on said property to secure payment of said claims. The rights, remedies and obligations of the parties with respect to said lien shall be provided for secured parties and debtors under Article 9, Chapter 25 of the North Carolina General Statutes. This deposit shall include, but not be limited to, all receipts of money made by or for Lessee. Said deposit for collateral security shall be held by the Albemarle Neighborhood Theatre until the expiration or termination of this Lease Agreement. If Lessee, in fact, is past due for rents or other payments or is in default or breach of its obligations or responsibilities, then Albemarle Neighborhood Theatre shall be authorized to sell such property as provided in Article 9, Chapter 25 of the North Carolina General Statutes, with the proceeds of such sale or sales to be applied toward the satisfaction of the accounts, as stated above, as provided by said Chapter 25.

26. PROPERTY LEFT BY LESSEE. Albemarle Neighborhood Theatre may, at Lessee's expense and without any liability on the part of the Albemarle Neighborhood Theatre, remove from the premises (and, if necessary, put in storage) any or all of Lessee's property remaining on the premises after termination of this Lease Agreement. After a period of ten (10) days immediately following the termination of the terms of this Lease Agreement, any of the Lessee's property remaining at the Albemarle Neighborhood Theatre or otherwise in the Albemarle Neighborhood Theatre's possession shall be deemed abandoned by Lessee and shall become the property of the Albemarle Neighborhood Theatre. In cases in which said property had not been disposed of and Lessee seeks to recover said property, it may be returned in the sole discretion of the Managing Director of the Albemarle Neighborhood Theatre, but only after payment of a storage fee not less than \$5 per day per item which shall be computed for each day after the tenth day.

27. MATTERS RESERVED TO ALBEMARLE NEIGHBORHOOD THEATRE. Any decision affecting any matter not expressly provided for in this agreement shall rest solely with the discretion of the Albemarle Neighborhood Theatre. If, in any one or more instances, Albemarle Neighborhood Theatre does not insist upon the Lessee's strict or absolute performance of any one or more of the provisions of this Lease Agreement, then such conduct by the Albemarle Neighborhood Theatre shall not be construed as a waiver of such provisions, but the same shall continue and remain in full force and effect. If the Albemarle Neighborhood Theatre accepts rent with knowledge of Lessee's breach of any provisions of this Lease Agreement, then such acceptance of rent shall not be deemed a waiver by Albemarle Neighborhood Theatre of any such provisions unless so expressed in writing and signed by Albemarle Neighborhood Theatre.

28. ATTORNEY'S FEES AND INTEREST. Upon failure of Lessee to make any payment required under this Lease Agreement or any other default by Lessee, the Albemarle Neighborhood Theatre may employ an attorney to enforce the Albemarle Neighborhood Theatre's rights and in the event that required payments are not paid and the same are collected by or through an attorney at law, an attorney fee of fifteen percent (15%) of the balance then owed shall be added to and collected as a part of the payment owed to the Albemarle Neighborhood Theatre. All unpaid amounts shall bear interest from the end of the term of this Lease Agreement at the rate of twenty percent (20%) per annum, or at the highest contact rate allowed by law for unpaid obligations of that type and amount.

29. POSTPONEMENT AND CANCELLATION POLICY. In the event of a cancellation made by Lessee after the Contract and Rider have been fully executed, the Albemarle Neighborhood Theatre will charge the Lessee an amount based on guidelines and policies listed in the Albemarle Neighborhood Theatre's Facility Use Policy.

30. POLICY REGARDING PAYMENT OF FEES FOR THE USE OF THE FACILITY. It is the policy of the Albemarle Neighborhood Theatre that all fees associated with this contract be paid by the date stipulated in said contract. Damages and extensive cleaning will result in forfeiture of all or a portion of the refundable security deposit.

31. RESPONSIBILITY FOR DAMAGES. In the event that a room, facility or any of its contents suffers damage due to the actions or neglect of groups or entities that have reserved the room or facility, the renting party will be charged the actual costs to repair or replace the room, facility or damaged item, in addition to forfeiting the security fee for the use of the room or facility. The renting party shall be responsible for all claims, damage or accidents occurring by any act, omission, default, subcontractor, employees, patrons, guests, or negligence. The renting party will pay the City in cash/credit card, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the beginning of this lease.

32. NON-DISCRIMINATION POLICY. The City of Albemarle prohibits discrimination against any person for any reason including age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual orientation, gender identity, political affiliation, marital status, veteran status, or any other characteristic protected by law.

33. ACCIDENT OR INJURY. Renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the City, an employee, or member of the public, regardless of who is responsible for the damage.

34. DECORATIONS. The use of displays, decorations or similar items is expressly limited to freestanding elements, tables, or easels. The attachment of displays, decorations or similar items on walls, doors, windows or any other surface is prohibited.

35. VACATING UPON END OF LEASE. Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application), may result in the forfeiture of the security deposit and additional fees assessed.

36. MISCELLANEOUS PROVISIONS.

- Bubbles, glitter, confetti, birdseed, and rice are prohibited inside the facilities. Bubbles are permitted outside the facilities.
- Illegal drugs, gambling, vulgar language or solicitation is prohibited.
- Weapons, except those carried by Police.
- Animals, except service animals or those approved by the City Manager or his designee.
- Any game or activity that is prohibited by North Carolina law, federal law or local law. This includes "Casino Night" or "Bingo".
- No open flames are allowed, including candles.
- Use of the facility for personal gain or moneymaking projects is prohibited.
- Nails, hooks, tacks, tape, glue, sticky tack or screws into any part of the facilities is prohibited.
- Items left overnight unless approved by the City Manager or his designee is prohibited.
- No decorations of any kind shall be attached to walls, floors, ceilings, doors, doorframes or tables unless approved by the City Manager or his designee.
- Fireworks or other explosives are prohibited in the facilities and on the premises.
- Any agreement to use the facilities is not assignable to any other person or entity.