

# Carolina Civic Center Historic Theater

Rental Rate Sheet (Plus tech -2 hour minimum)

## Regular

Monday-Thursday \$600.00 per performance day (Plus tech -2 hour min.)

Friday-Sunday \$750.00 per performance day

## Nonprofit Organizations (must provide IRS determination letter)

Monday-Thursday \$400 per performance day (Plus tech -2 hour minimum)

Friday-Sunday \$500 per performance day (Plus tech -2 hour minimum)

## Additional Fees

Technical Director	\$20 per hour
Additional Technicians	\$20 per hour per person
Front of House (REQUIRED)	\$85 per show (4 hours); additional shows per day extra
Custodial Fee (REQUIRED)	\$100
Lighting Fee (UNLESS GENERAL WASH)	\$50
Follow spotlight	\$60 per day per instrument
Second Floor All-purpose Room	\$100 per day
Third Floor Hospitality Room	\$100 per day
Projector Rental	\$100 per day SCREEN IN PLACE or \$200 per day BACK OF STAGE (includes set-up fee); PLUS tech crew (\$25 per hour w/2 hour minimum) during show

NOTE: Performance rental rates include 12 hours of heating/air conditioning; rehearsal rental rates include heating/air conditioning during rehearsal time only.

- **DEPOSIT and FINAL INVOICE: To secure date, first-time renters must pay entire fee in advance (50% refundable if event is cancelled with 10 days notice). Returning renters pay a non-refundable deposit of one-half (50%) of the total rental estimate (FINAL PAYMENT DUE AT CLOSE OF EVENT). Rental date will not be finalized until deposit is received.**
- **Civic Center seating capacity is 440 (301 main floor/139 balcony).**
- **All technical crew and equipment and concession operations provided and managed solely by Carolina Civic Center, unless other arrangements approved by Civic Center.**
- **Lighting Fees:**
  - **\$50 LIGHTING FEE includes set-up of basic house lighting scheme of one-color general wash.**
  - **Customized lighting (gobos, special effects, pyrotechnics, specials) can be designed upon request for a \$200 design fee PLUS \$25/hour set-up fee.**
  - **OFF-DUTY SECURITY THROUGH THE LUMBERTON POLICE DEPARTMENT MUST BE SCHEDULED BY THEATER AND PAID DIRECTLY TO OFFICE BY RENTER AT END OF SHOW. RATE IS \$25/HOUR. SECURITY WILL BE SCHEDULED FOR ONE HOUR PRIOR TO SHOW UNTIL ONE HOUR AFTER SHOW.**
    - **7PM SHOW = 6-10PM OFF-DUTY SECURITY (\$100)**

ADDENDUMS:

- 1) Renter shall conduct own marketing, publicity and paid advertising; Carolina Civic Center supports renter's marketing with the following:
  - a. Announcement on web site and web site calendar.
  - b. Display of posters in Civic Center display window (posters provided by renter).
- 2) LESSEE shall provide a certificate of liability insurance listing the Carolina Civic Center Foundation, Inc. as an "additional insured." Coverage will not be less than:  
Bodily injury \$1,000,000 each person, \$2,000,000 each occurrence and \$1,000,000 property damage each occurrence. A copy of the liability insurance policy must be submitted to the Carolina Civic Center no later than ten (10) days before the event date.
- 3) Civic Center shall manage and receive all revenues from concession sales.
- 4) Civic Center shall receive 15% of all merchandise sales (CDs/t-shirts/Videos).
- 5) Renter shall designate the following individual as tech liaison during performance:  
\_\_\_\_\_.

# Carolina Civic Center Lease Agreement

THIS LEASE AGREEMENT is made and entered into by and between the following parties: LEESOR: The Lessor is the Carolina Civic Center Foundation, Incorporated, doing business as the Carolina Civic Center. The Lessor is hereinafter referred to as the "CIVIC CENTER". Its street address is 315 North Chestnut Street; Lumberton, North Carolina, 28358. Its mailing address is Post Office Box 844; Lumberton, North Carolina 28359. Its telephone number is (910) 738-4339.

LESSEE and AUTHORIZED REPRESENTATIVE(S):

RENTAL DATE(S):

Name of Organization:

Authorized Representative(s):

Address: PLEASE PROVIDE

Telephone:

WITNESSETH:

For and in consideration of the following agreements contained herein, the parties hereto agree as follows:

LEASED PREMISES: The CIVIC CENTER hereby rents to LESSEE the following designated areas of the Carolina Civic Center: Stage, Seating areas (both orchestra level and balcony), Lobbies (both orchestral level and balcony), Dressing Rooms, Green Room, and all rest rooms. Access to the CIVIC CENTER's Administrative Office is NOT permitted. Access to the Light Room is NOT permitted (unless overseen by the Technical Director of the Carolina Civic Center).

TERMS AND PURPOSE OF LEASE:

Date(s) and time(s) of event:

DRESSING ROOMS INCLUDED

OFF-DUTY SECURITY SCHEDULED AND PAID FOR BY CIVIC CENTER (INCLUDED IN CONTRACT) 5:30-10pm/NIGHT

TECH NEEDS:

USHERS PROVIDED BY RENTER

TECH CREW:

The leased premises shall be used by LESSEE only for the following stated purpose(s):

RENTAL AND FEES:

A. BASE RENT – per day of rehearsal	\$
B. BASE RENT –	\$
BASE RENT –	\$
C. TECHNICAL DIRECTOR RATE (\$20 per hour)	\$
D. ADDITIONAL TECHNICIANS (\$20 per hour)	\$
-SOUND TECHNICIAN	\$
E. FOLLOW SPOT RENTAL (\$25.00 per day per instrument).	\$
F. LIGHTING SETUP FEE IF REQUIRED (\$50)	\$
G. ADDITIONAL ROOM RENTALS – DRESSING ROOMS	\$
H. FRONT OF HOUSE SUPERVISOR/STAGE TECH FEE (REQUIRED)	\$ 85
I. CUSTODIAL FEE (REQUIRED)	\$ 150
J. OFF DUTY SECURITY	\$ PAID DIRECTLY BY RENTER
TOTAL AMOUNT OF RENTAL AGREEMENT	\$
<b>DEPOSIT AMOUNT 50% DUE UPON SIGNING</b>	<b>\$</b>
<b>REMAINDER DUE DAY OF SHOW (PRIOR TO PERFORMANCE)</b>	<b>\$</b>

## TERMS OF RENTAL AGREEMENT

1. PROPERTY AND SERVICES COVERED. The CIVIC CENTER shall provide the personnel, services, and equipment described in Paragraph 2 below together with the premises designated above, in consideration of the basic rental charge. Running of all technical equipment is supervised and/or conducted SOLELY by CIVIC CENTER Technical Director at \$25/hour rate for total hours and personnel to be approved by CIVIC CENTER Technical Director. LESSEE shall not use own technical personnel unless approved by CIVIC CENTER Technical Director. LESSEE shall pay for any additional personnel, services, or equipment at the standard rates in effect at the CIVIC CENTER during the term of this Lease Agreement. The CIVIC CENTER shall not be required to and may refuse to provide any such additional personnel, services, or equipment unless the parties agree respecting such additions in a written addendum to the Lease Agreement signed by the CIVIC CENTER.

2. SERVICES PROVIDED BY THE CIVIC CENTER. Rental of the CIVIC CENTER is on a "four wall" basis. The CIVIC CENTER shall furnish general lighting from the permanent fixtures, outlets, and the equipment in the building; heat or air conditioning for the rental period; water for normal usage as is now installed in the building; and normal custodial services. Additional personnel, services, equipment, or facilities shall be provided only for additional charges and if agreed to by the CIVIC CENTER in a written addendum to this Lease Agreement. Failure to furnish any of the foregoing because of circumstances beyond the control of the CIVIC CENTER shall not be considered a breach of this Lease Agreement or any agreement between the parties.

DEPOSIT. LESSEE is required to deposit with the CIVIC CENTER a security deposit in the amount of on half (50%) of the total rental estimate. Rental date will not be finalized until deposit is received. In the event of any damage to the premises, to equipment, or to furnishings as a result of LESSEE's occupancy, including but not limited to damages, the CIVIC CENTER shall be reimbursed for the cost of all necessary repairs together with an additional charge of twenty percent (20%) of said costs for handling by the CIVIC CENTER. Said reimbursement shall be deducted from the security deposit. In the event said deposit is not sufficient to reimburse all such damages and charges, the LESSEE shall pay the difference to the CIVIC CENTER. If no damages have occurred and if all other sums owing to the CIVIC CENTER by LESSEE have been paid, then the deposit shall be returned to LESSEE following an inspection.

**MUSIC LICENSING:** By signing this agreement, Lessee affirms that Lessee has obtained and has active all required license for music rights. Any penalties or fees resulting from failure to do so are the sole responsibility of lessee. The CIVIC CENTER will in no manner be responsible for use of unlicensed or permitted music, video or images by lessee.

3. INSPECTION AND ACCESSIBILITY. LESSEE has either (a) inspected the CIVIC CENTER and its equipment; or, (b) if LESSEE has not actually inspected same, LESSEE hereby acknowledges its right of inspection and waives said right. LESSEE agrees that the CIVIC CENTER and its equipment are adequate and in proper condition for the purpose(s) specified above. Except at the prearranged set-up, rehearsal, and performance times, persons associated with LESSEE may enter upon and use the leased premises only pursuant to the expressed permission from the Managing Director of the CIVIC CENTER.

4. INSPECTION OF PREMISES. LESSEE shall have the responsibility to inspect premises prior to execution of the Lease Agreement. Execution of this Lease Agreement shall constitute acknowledgement that the leased premises and the CIVIC CENTER'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 written statement, delivered to the CIVIC CENTER's Managing Director prior to the earlier of LESSEE's first rehearsal or performance, or at the end of the first day of LESSEE's occupation of the premises. The CIVIC CENTER 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.

5. INSURANCE PROVIDED BY LESSEE. LESSEE shall provide and maintain at all times during the life of this Lease Agreement insurance of at least \$1,00,000.00 per occurrence bodily injury liability insurance and \$100,000.00 per occurrence property damage liability. Lessee must provide the CIVIC CENTER a Certificate of Insurance from the LESSEE's insurance company listing the Carolina Civic Center and the City of Lumberton as an "additional named insured". This Certificate of Insurance must be on file at the CIVIC CENTER no later than (10) business days prior to the first day of this Lease Agreement.

6. COMPLIMENTARY TICKETS. The CIVIC CENTER shall receive, without charge, ten (10) complimentary seats at each performance or event of LESSEE in the CIVIC CENTER. The CIVIC CENTER shall select the seats it wishes to use, and may use said tickets and seats at its discretion for any purpose.

8. LEASE SUBJECT TO OPERATING POLICIES. LESSEE shall be subject to all operating policies, rules, and regulations adopted by the CIVIC CENTER and its management, and all such policies, rules, and regulations as contained in the "Facility Use Information" sheet, including the Lumberton Fire Department's "Fire Safety Requirement For Assembly Occupancies". All walkways, passageways, hallways, stairways, doorways, entrances, and exits will be kept free of obstructions by LESSEE.

9. FRONT OF HOUSE PERSONNEL. Unless otherwise noted in a written addendum to this Lease Agreement, CAROLINA CIVIC CENTER is responsible for providing all front-of-house personnel, including: ushers; ticket takers; box office sales personnel; and security. The Executive Director of the CIVIC CENTER shall designate the types and numbers of the personnel required.

10. STRIKE AND CLEAN-UP. At the termination of this Lease Agreement, LESSEE shall surrender the leased premises to the CIVIC CENTER in as good condition as the premises are now in, ordinary wear and tear excepted. LESSEE must commence strike and clean up until LESSEE has removed all of LESSEE's equipment and returned the CIVIC CENTER to a condition acceptable to the CIVIC CENTER's Managing Director. If LESSEE paints the stage floor, or any portion thereof, any color other than black, the stage floor must be painted back (using flat black, non-enamel paint) upon surrendering the leased premises.

11. DANGEROUS MATERIAL/FLAME PROOFING. LESSEE shall not, without the written consent of the CIVIC CENTER, put up or operate any engine or motor machinery on the premises, or use any flammable, toxic, or explosive items for mechanical or other purposes. LESSEE agrees that all decorative materials including but not limited to set pieces, scenery, floor covering, and set materials used in the CIVIC CENTER shall be flameproof, and must submit proof of such upon request.

12. EVENT PLAN/SCHEDULE AND TECHNICAL INFORMATION. For security

reasons, access to the CIVIC CENTER during the term of this agreement is by appointment only. LESSEE agrees to furnish the CIVIC CENTER with an accurate written schedule of LESSEE's activities in the CIVIC CENTER, including specific time of arrival, set-up, rehearsal, performance, and load-out times, as well as detailed information regarding all technical requirements of the event. LESSEE agrees to furnish said schedule at least ten (10) business days prior to the first day of this Lease Agreement.

13. TALENT CONTRACTS. In cases where agreements have been made by the LESSEE to present an artist or artists, LESSEE agrees to furnish the CIVIC CENTER with a copy of a valid contract and Technical rider for the event at least fifteen (15) business days prior to occupancy. LESSEE may strike privileged financial information.

14. 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 the CIVIC CENTER harmless from any and all claims, losses, or expenses incurred with regard thereto. LESSEE shall pay all of the CIVIC CENTER's costs and expenses, including all attorney's fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.

15. BOX OFFICE SERVICES. Box office and ticket sales services shall be provided BY LESSEE only if agreed to by the CIVIC CENTER in a separate, written agreement.

16. CONCESSIONS. The CIVIC CENTER reserves the right to sell any and all concessions during the term of this Lease Agreement, including (but not limited to) food, beverages, souvenirs, recordings, T-shirts, etc. Should the CIVIC CENTER relinquish this right for a particular performance, the LESSEE may sell non-alcoholic drinks and food for consumption on the premises only. All food and drink must be prepared by a licensed caterer. All food and drink must be approved by the Managing Director at least five (5) business days prior to the event.

17. RECEPTIONS/PARTIES. LESSEE may hold a reception or party in the CIVIC CENTER only if approved in advance by the Managing Director of the CIVIC CENTER. A separate charge may be made for such events. It is the responsibility of the LESSEE to secure all permits and licenses required in connection with such events.

18. EXPENDITURES BY LESSEE. As to any charges incurred or expenditures made by LESSEE in addition to those stated in the Lease Agreement. LESSEE hereby expressly authorizes the Authorized Representative(s) named on Page 1 of this Lease Agreement to commit LESSEE to pay any amount up to five hundred dollars (\$500.00) for any purpose reasonable related to LESSEE's use or occupancy of the premises. This expense authorization shall not be interpreted or construed to limit or negate the actual or apparent authority of other persons not named herein to likewise commit the LESSEE.

19. ADVERTISING. LESSEE agrees that all advertising related to the use of the CIVIC CENTER 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.

20. 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 the CIVIC CENTER harmless from any and all obligations with respect to such taxes, permits, and other charges.

**By signing this agreement, Lessee affirms that Lessee has obtained and has active all required license for music rights. Lessee also affirms that Lessee is aware of all applicable state and local taxes, and Lessee's responsibilities with regard to collection and payment of said taxes. For admission tickets sold by Lessor's box office, Lessor will charge all applicable sales tax and remit to the appropriate authorities.**

21. TERMINATION AND COMPLIANCE WITH LAWS. The CIVIC CENTER may terminate this Lease Agreement if any use or reasonably anticipated use of the CIVIC CENTER by LESSEE may conflict or violate any applicable laws, or if any proposed or reasonably anticipated occupancy or entertainment may tend to bring discredit or physical damage to the CIVIC CENTER. LESSEE shall be responsible to ensure 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. LESSEE TO HOLD CIVIC CENTER HARMLESS. LESSEE shall save the CIVIC CENTER and its officers and employees 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, volunteers, or employees, and LESSEE shall keep and hold the CIVIC CENTER and its officers and employees harmless from any and all damages and liabilities arising from any fault or negligence of LESSEE or failure on the part LESSEE to comply with this lease. Furthermore, LESSEE shall release, discharge, or save harmless the CIVIC CENTER and its officers and employees from any and all claims for loss, damage, or injury to any properties or persons which may be sustained during or because of LESSEE's occupancy or use of the leased premises pursuant to this lease. LESSEE shall pay the CIVIC CENTER's and its officers and employee's costs and expenses, including all attorney's fees incurred in defense of, or as a result of, any claim described herein. LESSEE shall be liable to the CIVIC CENTER for any and all injuries or damages to the CIVIC CENTER, its employees, its Board of Directors, or the premises which may be sustained during or because of LESSEE's occupancy or use of the premises pursuant to this lease.

23. LIMITATIONS ON SERVICES PROVIDED. The CIVIC CENTER shall not be responsible to LESSEE 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 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 rend the fulfillment of this Lease Agreement by the CIVIC CENTER impossible or impractical, then LESSEE hereby expressly releases, discharges, and will save harmless the CIVIC CENTER from any and all claims arising out of any of these causes. Additionally, the CIVIC CENTER shall not be responsible to LESSEE in any way for any losses, delays, or damages sustained by LESSEE by reason of any defect, deficiency, failure, or impairment of any equipment owned or possessed by the CIVIC CENTER and used by LESSEE upon the leased premises; or any defect, deficiency, failure, or impairment 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. LESSEE'S PROPERTY DEPOSITED. All property which LESSEE may bring to the CIVIC CENTER shall be deemed to be deposited with the CIVIC CENTER as collateral security for all claims which the CIVIC CENTER may have for rents or other payments owed by LESSEE or for default or breach by LESSEE of its obligations or responsibilities respecting use of the CIVIC CENTER. The CIVIC CENTER 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 CIVIC CENTER 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 CIVIC CENTER shall be authorized to sell such property as provided in Article 9, Chapter 25 of 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.

25. ASSIGNMENT. LESSEE may not assign this agreement or any right contained in this agreement nor sublet the CIVIC CENTER without the CIVIC CENTER's written consent.

26. LIMITATION OF DAMAGES TO LESSEE. If the CIVIC CENTER 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 the CIVIC CENTER under this Lease Agreement.

27. PROPERTY LEFT BY LESSEE. The CIVIC CENTER may at LESSEE's expense and without any liability on the part of the CIVIC CENTER, remove from the premises, and if necessary, put in storage, any or all of LESSEE's property remaining on the premises after the termination of this Lease Agreement. After a period of ten (10) days immediately following termination of the term of this lease, any of LESSEE's property remaining at the CIVIC CENTER or otherwise in the CIVIC CENTER's possession shall be deemed abandoned by LESSEE and shall become the property of the CIVIC CENTER. In cases in which said property has not been disposed of and LESSEE seeks to recover said property, it may be returned at the sole discretion of the Managing Director of the CIVIC CENTER, but only after payment of a storage fee not less than (\$5.00) per day per item which shall be computed for each day after the tenth day.

28. MATTERS RESERVED TO THE CIVIC CENTER. Any decision affecting any matter not expressly provided for in this Agreement shall rest solely within the discretion of the CIVIC CENTER. If, in any one or more instances, the CIVIC CENTER does not insist upon LESSEE's strict or absolute performance of any one or more of the provisions of this Lease Agreement, then such conduct by the CIVIC CENTER shall not be construed as a waiver of such provisions, but the same shall continue and remain in full force and effect. If the CIVIC CENTER 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 the CIVIC CENTER of any such provisions unless so expressed in writing and signed by CIVIC CENTER.

29. ATTORNEY'S FEES AND INTERESTS. Upon failure by LESSEE to make any payment required under this Lease Agreement or any other default by LESSEE, the CIVIC CENTER may employ an attorney to enforce the CIVIC CENTER'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 CIVIC CENTER. All unpaid amounts shall bear interests from the end of the term of this Lease Agreement at the rate of eighteen percent (18%) per annum, or at the highest contract rate allowed by the law for unpaid obligations of that type and amount.

30. AMERICANS WITH DISABILITIES ACT COMPLIANCE. LESSEE agrees that its event will comply with the requirements of the Americans with Disabilities Act (ADA), and will not allow any of its employees, performers, contractors, invitees,



volunteers, or other persons to render the CIVIC CENTER inaccessible to disabled persons or otherwise cause the CIVIC CENTER to be out of compliance with the ADA. LESSEE shall indemnify and hold harmless the CIVIC CENTER and its officers and employees from any and all damages, loss, or liability of any kind whatsoever resulting from its actions or those of its employees, performers, contractors, invitees, volunteers, or other persons in rendering the CIVIC CENTER inaccessible or out of compliance with the ADA; and the LESSEE will, at its own cost and expense, defend and protect the CIVIC CENTER against any and all claims and damages.

31. POSTPONEMENT AND CANCELLATION POLICY. In the event of a cancellation made by LESSEE after this Lease Agreement has been fully executed, the CIVIC CENTER will charge full rental and insurance fees, if applicable. LESSEE will be held responsible for any purchases or rentals made by the CIVIC CENTER on behalf of, and authorized by, the LESSEE.

In the event of a postponement made by LESSEE after this Lease Agreement has been fully executed, the CIVIC CENTER will charge a percentage of rental and any other applicable fees, based upon the time period from the notification of postponement until the date of the event.

IN WITNESS WHEREOF, the parties hereto have executed this LEASE AGREEMENT.

\_\_\_\_\_  
LESSEE's Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
LESSEE's Authorized Representative's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Agent, CAROLINA CIVIC CENTER

\_\_\_\_\_  
Date