



The Old Theater
609 Broad Street
P.O. Box 521
Oriental NC 28571

OldTheater@gmail.com / 252-249-2772 / www.OldTheater.org

A non-Profit 501c3 Corporation / All Contributions Tax Deductible

2019 FACILITIES USE APPLICATION AND LEASE AGREEMENT

INSTRUCTIONS FOR REQUESTING USE OF THE OLD THEATER

Read carefully the Facility Use Policies and Procedures before completing and signing the Facility Use Application and Lease Agreement.

- Facilities Use Applications and Lease Agreements may be downloaded at www.OldTheater.org or requested by email to oldtheater@gmail.com.
- All Facilities Use Applications and Lease Agreements must be completed and submitted to the Old Theater Corporation with appropriate leasing fees and a \$150.00 non-refundable booking deposit at least thirty (30) business days in advance of the anticipated use. Monday through Thursday leasing fee is \$210.00. Friday through Sunday leasing fee is \$310.00. A \$60.00 discount applies for each consecutive day of use.
- Leasing fees include up to three technical support staff without extra charge and set up/rehearsal time on the day of the event. Additional rehearsal dates must be negotiated at time lease is executed.
- By signing the lease agreement, the requestor agrees to abide by all policies and procedures of the facility.
- Any outstanding leasing fees must be received by no later than ten (10) business days in advance of the event. All checks shall be made payable to **Old Theater Corp.** and mailed to:

Old Theater Corp.
P.O. Box 521
Oriental, NC 28571

FACILITIES USE POLICIES AND PROCEDURES STATEMENT OF POLICY

It is the policy of the Old Theater Corporation to provide a service to the community by allowing the use of The Old Theater for civic, cultural, educational, recreational and other activities within the policies and regulations stated herein.

The Old Theater Corporation will be referred to as the “Lessor” and the renter as the “Lessee” throughout this document.

An agreement to use the Old Theater may be cancelled or amended by either the Lessee or the Lessor for a good cause provided ten (10) calendar days notice is given to the other party. Amendments may be made only by mutual agreement of both parties involved. Appropriate refunds will be processed within ten (10) business days of notification of cancellation. Cancellations by the Lessee less than 48 hours prior to the event will cause forfeiture of the booking deposit.

Violations of any Lessor rules and regulations shall be grounds for the suspension of a Lessee’s privilege to use the facility. The President of the Old Theater Corporation shall have final discretion over disputes regarding rates, rules and regulations.

ELIGIBLE FACILITY USERS

For-Profit: Private companies, industry, organizations, groups and/or individuals who conduct business for profit.

Non-Profit: County or municipal government agencies, civic and charitable organizations, public or private higher educational institutions, secondary/primary schools and organizations.

Free-Leasing: Certain users, for which the intended purpose is education and where there is no cost to participants, may be allowed to use the Old Theater at no cost Monday through Thursday from 7:30 a.m. until 10:00 p.m. Private companies, industry, organizations, groups and/or individuals who conduct business for profit do not qualify for free-leasing. Free leasing is reviewed and granted on a per-event basis.

The Old Theater can be used for one-time or short term events. The facility will not be leased on a continuing or long-term basis in lieu of an organization’s own facilities. Any exceptions to the stated rules and regulations will be determined by the President, Old Theater Corp. and approved in advance by the Old Theater Corp. board of directors.

The Lessor agrees not to discriminate against a Lessee because of disability, gender, race, age, sexual or religious orientation or national origin and, as Lessor, further agrees not to discriminate for these same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public.

An individual or group may be ineligible to use the Old Theater if he, she or they have previously damaged or otherwise abused the facility.



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MAXIMUM OCCUPANCY

Maximum occupancy is 230 people, distributed throughout the theater as follows:

- 159 patrons in fixed seats (includes those in wheelchairs)
- 3 patrons in non-fixed chairs located at wall end of rows
- Up to 55 performers/Lessee support staff between the stage and Green Room
- Up to 2 Lessee support staff in ticket booth
- Up to 3 Lessee support staff on bench against wall at top of aisle
- Up to 8 support staff in balcony

Up to 2 wheelchairs may be accommodated in front of first row to right of piano. When piano is played from the stage, # of wheelchairs is increased to 3.

Lessee support staff may also be seated in unsold seats. In order to allow fast and safe exit from the theater, Lessee shall assure that nothing (musicians, instruments, popcorn machines, folding chairs, service tables, props, etc.) be placed in aisles, pathways or in front of emergency exits.

SAFETY

1. The Lessee shall use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force during the occupancy period.
2. It is the Lessee's responsibility to provide appropriate security for all events. The nature of the event may warrant the use of off-duty law enforcement or private security personnel. Provision of adequate security must be verified on a case-by-case basis prior to approval of the contract. Users may not obstruct sidewalks, entries, doors, vestibules or stairways. While in The Old Theater all participants are required to comply with ADA (Americans with Disabilities Act) regulations.
3. Prior to the start of a program, or as part of the introduction, it is asked that Lessees note the location of all exits.
4. The Lessee may not bring into the premises any material, substance, equipment or object which is likely to constitute a hazard to the property thereon, without prior written approval from the Old Theater Corporation President. The Lessor reserves the right to refuse any such material, substance, equipment or object to be brought on the premises and, if found, has the further right to require its immediate removal.
5. The Lessor has the right to terminate any performance/event in the interest of public safety and/or when contracted "end-of-show" time has expired.

PROHIBITED ACTIVITIES

The following activities are prohibited on the premises:

- Any activity which is in violation of the laws of this state or of the federal government.
- The possession, use, or sale of alcoholic beverages at any event without appropriate ABC permits, permission from the Lessor and liability insurance.
- The possession of weapons (i.e. knives, guns, etc.).
- Smoking in the facility.
- Any activity which, in the opinion of the Lessor would cause, or be likely to cause, damage to the facility.
- Animals, unless part of a specific performance, and with prior approval by the Lessor, except animals specifically trained for and being used to assist handicapped persons.
- Posters, banners or other materials may not be hung, attached to or suspended from any part of the facility without written permission from the Lessor.
- Holes may not be drilled, cored or punched in the facility. No adhesive tape or wire may be used to affix posters, signs or props to railings, doors, walls, floors, stage curtains or any other areas. The Lessee is responsible for any repairs, replacements or cleaning costs necessitated by damage or disfiguration to the facility.

CONTRACTUAL OBLIGATIONS

1. The Lessee agrees to hold Lessor harmless from and indemnified from, any claims, suits, or causes of action arising from, or out of its use of, the Old Theater.
2. A Lessee shall not assign or transfer its permission to use the Old Theater to any other person or entity without the express permission of the Lessor.
3. Should Lessor institute suit or other actions against Lessee as a result of Lessee's failure to comply with any terms of this agreement, Lessor shall receive all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including a reasonable attorney's fee.
4. The group, institution or private individual that signs the leasing contract shall be held responsible and accountable for the actions of its personnel, volunteers and/or third-party entities.
5. Lessee shall designate an event contact person to coordinate all details of the event and will be responsible for providing support personnel (i.e. stage hands, house staff, etc.) and will arrange for their own advertising and printing of tickets, posters and programs.
6. The Lessee must provide approved chaperones for youth groups (under the age of 21 years) and assume responsibility by providing a signed statement of responsibility for conduct and damages.
7. The Lessee shall be:
 - Responsible for any loss or damage to, or repairs/replacements and cleaning necessitated by misuse of theater equipment or facilities which may occur during the lease period.
 - Responsible for restoring the affected item or space to a condition equal to that at the time the lease agreement went into effect.
 - Responsible for removing all property of Lessee from the facility immediately after the lease period.
 - Responsible for cleaning up and removing all food and trash before vacating the facility (including rice, confetti, rose petals, popcorn and like substances). In the event that the facility is not left clean, the cost of hiring a private cleaning service will be charged to the Lessee.
8. The Lessor shall not:



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- Assume any responsibility for property left in the facility or on the premises by the Lessee or participants. The Lessor reserves the right to remove and dispose of such remaining property at the expense of the Lessee at the termination of the lease agreement.
 - Assume any responsibility for personal injury which may occur as the result of misuse of the facility by Lessee's personnel, volunteers and/or third-party entities.
 - Be responsible for losses by the Lessee, its personnel, volunteers and/or third-party entities or ticket holders occasioned by theft or disappearance of equipment or other personal property.
9. Authorization to use the Old Theater shall not in any way signify or imply approval by the Lessor of either the individual or organization authorized to use the facility or the activity conducted therein.
 10. The Lessor may inspect any part of the premises at any time on any occasion.
 11. Lessor has the right to stop any activity when the contracted time has expired or the Lessor finds the activity to be in violation of Rule #12, next.
 12. Inappropriate behavior on the part of the presenter, performers and/or audience may result in the cancellation or cessation of the event at the discretion of Lessor. Inappropriate behavior includes, but is not limited to the following:
 - The obstruction of aisles, exits, doorways, stairwells or passageways.
 - Willful destruction of, and/or damage to the facility, property or equipment.
 - Deliberate disruption of a performance or event in progress.
 - Failure to abide by any of the rules, procedures or policies stipulated in this document.
 - Perceived danger to volunteers, patrons or performers.
 - Use of profanity, vulgarity or obscenity.
 13. Control of the Old Theater and its equipment, furnishings, electrical and mechanical systems shall at all times remain with the Lessor or authorized representatives.
 14. Policies are subject to change without prior notice.

CATERING & USE OF ALCOHOLIC BEVERAGES

Caterers must abide by all applicable Local, State and Federal/County Health Standards. Organizations and individuals (Lessees) who lease the Old Theater may, in limited circumstances, serve alcoholic beverages at a function provided that:

1. The function is not a student activity.
2. The Lessee provides evidence of liability insurance, which includes Host Liquor Liability and assumes, in writing, liability for any matters arising from the serving of alcohol. The liability policy shall have limits of liability of at least one million (\$1,000,000.00) dollars and will name the Lessor as "an additional insured on a primary basis." A copy of the policy should be submitted to the Lessor at least five (5) business days prior to the event. Any exceptions must be approved by the Old Theater Corporation President.

3. The Lessee shall assure full compliance with the ABC Laws and Rules of North Carolina pertaining to the use and/or sale and/or serving of alcoholic beverages (i.e. beer, wine, champagne, etc.). The Lessee must contact the ABC Commission in Raleigh for appropriate application and compliance policies. If an ABC permit is required, it will be obtained by the Lessee with a copy turned over to the Lessor at least 48 hours prior to the event.
4. The Lessor will grant permission for the use of alcoholic beverages only if all of the required information and assurances have been provided at least 48 hours in advance. The Lessor will consider each alcohol-use request on an individual basis and reserves the right to deny use of The Old Theater if such is deemed not to be in the best interests of the Old Theater Corporation. The Lessee holds harmless the Old Theater Corporation, its Board of Directors, employees, volunteers and trustees from any liability arising from any event that has provided the use of alcohol.

TECHNICAL SERVICES

Lighting, sound and projector systems located in the Old Theater may be operated by authorized theater technicians only. Arrangements for tech support must be made through the Old Theater's leasing department fifteen (15) business days in advance of the scheduled performance.

Lessees are responsible for assuring themselves that the Old Theater can support their technical needs. Before contracting with performers, lessees must review their technical requirements with the Old Theater's Technical Services Manager, who will determine what can/cannot be provided. It will be the lessee's responsibility to lease equipment that is not provided by the Old Theater. Lessees must coordinate the lease of equipment with the Technical Systems Manager in order to assure compatibility with the Old Theater's systems.

INSURANCE

1. Lessor reserves the right to require Lessee to obtain liability insurance for an event due to the number of participants or the nature of the event.
2. If such insurance is required, the Lessee will provide a certificate of insurance, naming the Lessor and Lessee as insured parties and covering claims for injuries, death and/or property damage arising out of use of the premises by Lessee. Said Coverage shall coincide with Lessee's scheduled use dates. Said liability insurance policy shall have a minimum coverage of one million (\$1,000,000.00) dollars.
3. If required, the certificate of Lessee's liability insurance must be submitted to the Lessor at least five (5) business days prior to the event. Failure to submit the certificate of insurance will void the lease agreement between the Lessor and the Lessee.
4. Lessee's who are leasing the theater for a third party are responsible for assuring their event, its participants and volunteers are adequately covered.

APPEAL

Any individual or group that believes access to the Old Theater has been denied improperly may appeal the denial by providing the President of the Old Theater Corporation with written notice of the appeal within three (3) business days of the date on which the written notice of denial is received. Information supporting the appeal (which may include a written statement or, at the election of the individual or group, a conference with the President and/or Executive Board of the Old Theater Corporation) also should be provided. The Executive Board will make a final decision within five (5) business days of receiving the appeal and any written information or, if a conference with the individual or group has been scheduled, after conducting the conference. The decision of the Executive Board shall be final.



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FACILITY USE APPLICATION & LEASE AGREEMENT ~ PART 1
If this application covers multiple events, please prepare a separate form for each.

Name of event as it is to appear on the Old Theater marquee and OldTheater.org calendar:

Description of Event:

Event Date(s): _____ Start/Stop Time: _____

Rehearsal Date: _____ Start/Stop Time: _____

Box Office Opens at: _____ Doors Open at: _____

Number of Attendees Expected: _____ Admission Free/By Donation Tickets \$ _____

Ticket Outlet(s): _____

_____ Date Tickets Sales Start: _____

If website listing is to include an image, please send JPEG to OldTheater@gmail.com or provide website address where one may be copied: www._____

Phone/Cell Number or website address where public may obtain additional event information:

Alcohol Will Be Served (See section entitled *Catering & Use of Alcoholic Beverages*.)

Service Requirements: (See section *entitled Technical Services*.)

Lighting Tech Sound Tech Mikes/Amps Piano on Stage Projectionist

If this lease involves a third party performer, please attach a copy of their technical requirements.

Additional Information:

Note to Old Theater Leasing Manager

Provide a copy of this page and relevant attachments to Tech Services Manager & Communications Assistant.

At end of event, ask lessees to provide number of attendees (not to include event volunteers).

FACILITY USE APPLICATION & LEASE AGREEMENT ~ PART 2

If this application covers multiple events, please prepare a separate form for each.

Primary Lessee Contact Information

Select Organization Type: Non-profit For-profit Private Government

Name: _____

Mailing & Physical Address: _____

City/State/Zip: _____

Phone: _____ Cell Phone: _____ Fax: _____

Email: _____

Responsible Billing Party Information

Name: _____

Mailing & Physical Address: _____

City/State/Zip: _____

Phone: _____ Cell Phone: _____ Fax: _____

Email: _____

Non-refundable Booking Deposit: \$150.00 **Balance Leasing Fee** \$ _____

Any outstanding leasing fees must be received by no later than ten (10) business days in advance of the event.

I have read and agree to abide by the rules & regulations governing the use of the Old Theater facility. I agree to be billed for any damages and/or cleaning fees. I agree to indemnify and hold harmless the Old Theater Corporation for all claims or liability arising out of the use of the Old Theater facility and property.

Signature of Lessee Printed Name Date

Signature of OTC Representative Printed Name Date

For OTC Representative Use Only:

Date	Fees Received	Check #	Reference #
	\$		
	\$		