

ARTS *of the* ALBEMARLE

FACILITY RENTAL REQUEST

Name: _____ Phone Number: _____

Email Address: _____

Type of Event: Wedding Workshop Fundraiser Banquet Other

Other: _____

Space(s) Requesting:

For your consideration while filling out this document: All requests are subject to availability on the AoA company calendar. Rates for spaces vary with daytime/evening and weekday/week night rentals.

FIRST FLOOR
Rental space: Galleries/Conference Room **Capacity:** 250 Standing **Max 250**

Availability: 9:00am-11:00pm **Full Day** Flat Rate: \$1000 (Sunday)
 5:00pm-11:00pm **Evening** \$600
 9:00am-5:00pm **Daytime** \$800 (Sunday)

SECOND FLOOR
Rental space: Maguire Theatre/Kitchen **Capacity:** 120 Seated w/ Dance Floor **Max 225**
15 Tables / 8 Per Table
Capacity: 104 Seated w /Dance Floor/Catering
13 Tables / 8 Per Table

Availability: 9:00am-11:00pm **Full Day** Flat Rate: \$1000
 5:00pm-11:00pm **Evening** \$750
 9:00am-5:00pm **Daytime** \$800

THIRD FLOOR
Rental space: Twiford Room **Capacity:** 56 Seated **Max 100**
7 Tables / 8 Per Table
Capacity: 48 Seated
6 Tables / 8 Per Table

Availability: 9:00am-11:00pm **Full Day** Flat Rate: \$700
 5:00pm-11:00pm **Evening** \$450
 9:00am-5:00pm **Daytime** \$400

Date of Event: _____

Number of Guests: _____

ARTS *of the* ALBEMARLE

SOCIAL EVENT RENTAL APPLICATION

Today's Date _____

Date of Event _____

Name of Event/Purpose of Rental _____

Primary Point of Contact _____

Phone -Cell _____ E-Mail _____

Address _____

Street

City

State

Zip

Jenkins, Gutman and Hull Galleries

250 Standing

Daytime Rental (Sunday ONLY) 9:00am-5:00pm \$1000

Evening Rental (Mon-Sat ONLY) 5:00pm-11:00pm \$600

Business Board Room

Seating for 10

Daytime Rental 9:00am-5:00pm \$150

Evening Rental 5:00pm-11:00pm \$300

Maguire Theatre

Theater Seating

15 round tables/8 per table

13 round tables/8 per table

Maximum 225

Maximum 120 people seated with dance floor

Maximum 104 people seated with dance floor and catering tables

Daytime Rental 9:00am-5:00pm \$800

Evening Rental 5:00pm-11:00pm \$750

Full Day Rental 9:00am-11:00pm \$1000

Use of catering kitchen by professional-licensed caterer is included with the rental.

Twiford Room

Theater Seating

7 Round Tables/8 per table

6 Round Tables/8 per table

Maximum 100

Maximum 56 people seated

Maximum 48 people seated with catering tables

Daytime Rental 9:00am-5:00pm \$400

Evening Rental 5:00pm-11:00pm \$450

Full Day Rental 9:00am-11:00pm \$700

TOTAL DUE: \$ _____

10% Nonprofit Organization/Business Discount

Nonrefundable application fee due at time of booking = \$100 _____

50% of balance due 90 days from contract signing = \$ _____

Remaining 50% of balance due 30 business days prior to event = \$ _____

Refundable security deposit due 10 business days prior to event = \$300 _____

Facility Use:

Time set-up (Day of only) _____ Break-down _____ Time of event _____

_____ Do you intend to serve food? Name of Caterer: _____

_____ Do you intend to serve Alcohol?

(Caterer must apply for an alcohol permit in order to serve alcohol at Arts of the Albemarle. Permits can be obtained at: <http://abc.nc.gov/Permit/ApplySOT> to download NC ABC Permit Application. Caterer must also supply professional bartenders.)

_____ Will there be music? Name of DJ or Band: _____

_____ Will there be decorations? Name of decorator / event planner: _____

Phone or email of decorator / planner: _____

This application serves as a request for rental space. A representative of AoA will call to confirm your rental. The \$100 non-refundable deposit must accompany this application. 50% of the balance is due within 30 days of booking, with the remainder of the balance and security deposit due 10 working days prior to the event. Failure to return rental contract and 50% payment within 30 days will result in an automatic cancellation of event request.

Make checks payable to the "Arts of the Albemarle."

I certify that I am the above named applicant and that I am responsible for any and all damages to the equipment or facility, or any injuries that occur while it is in use, and that the charges as stated will be paid. I further certify that the requested facility will be utilized strictly in accordance with the above stated purpose and type of activity to be conducted. I have read and agree to all revisions made and will abide by all policies pertaining to the facility use agreement (See attached Rules for Use Agreement).

Applicant Signature

Date

Printed Name

Title (if applicable)

TO BE COMPLETED BY ARTS OF THE ALBEMARLE STAFF

\$100 nonrefundable fee due at time of booking **DATE PAID: _____**

Date received: _____ Received by: _____ Method: Cash Check # _____ Card (Confirmation #) _____

50% of balance due 90 days from approval **DATE DUE: _____**

Date received: _____ Received by: _____ Method: Cash Check # _____ Card (Confirmation #) _____

Remaining 50% of balance due 30 business days prior to event **DATE DUE: _____**

Date received: _____ Received by: _____ Method: Cash Check # _____ Card (Confirmation #) _____

\$300 refundable security deposit due 10 business days prior to event **DATE DUE: _____**

Date received: _____ Received by: _____ Method: Cash Check # _____ Card (Confirmation #) _____

ARTS *of the* ALBEMARLE

RULES FOR USE AGREEMENT

Arts of the Albemarle (AoA) is a nonprofit organization and the center of cultural arts for northeast North Carolina. The historic building in which AoA resides, The Center, is unique, and the protection of the building and its contents is the responsibility of AoA staff as well as our tenants. The Rules of Use outlined below are required to ensure the protection and preservation of The Center and the safety of your guests.

RESERVATION POLICIES

1. A rental application and \$100 nonrefundable application fee are required to hold a specific date. This fee is part of the overall cost of renting the facility and will be deducted from your total balance.
2. Following receipt of the AoA Rental Application and \$100 nonrefundable application fee, 50% of the rental balance is due within 30 days. Failure to submit payment within 30 days will result in automatic cancellation of event request.
3. Returned checks will be subject to a \$30 processing fee and may be subject to prosecution.
4. The following are due to AoA 10 business days prior to the event. Failure to provide the following documents will result in cancellation of the event:
 - a. Remaining 50% balance due (payable by cash, check or credit card)
 - b. A \$300 refundable security deposit (to be refunded by AoA within 30 days after the event)
 - c. If serving alcohol, a copy of NC ABC Special One Time Permit and required insurance documentation, listed below
 - d. A schedule of deliveries for contracted services (see #12, below)

USE OF ARTS OF THE ALBEMARLE FACILITIES AND EQUIPMENT

5. The Center is open for meetings and events from 10am until 10pm on weekdays and 10am until 11pm on weekends, based on availability.
6. All events are subject to approval by the AoA Executive Director.
7. The proper spelling and use of the Arts of the Albemarle name and logo, including the correct spelling of the Maguire Theatre, Jenkins Gallery and Twiford Room are required on all event marketing materials, invitations and publicity.
8. AoA will provide normal cleaning of premises. **The removal of leftover food, ice and decorations is not considered normal cleaning and is the responsibility of the caterer and/or event host.** All spaces used by renter, including bathrooms and hallways, are to be left in their original condition. Cleaning required by AoA staff in excess of normal wear and tear will result in forfeiture of the security deposit and are subject to additional repair or replacement costs.
9. In the event that security personnel are required, they will be under the direct instruction and supervision of AoA personnel only.
10. All caterers must be approved by AoA and carry a valid catering license.
11. The Maguire Theatre Sound/Lighting Booth is only accessible to approved technicians and is not available to DJ's or Bands. No one other than approved technicians are allowed in booth. Damage to AoA's equipment, or changes made to AoA's lighting plot that are not returned to their original state, will result in forfeiture of the security deposit and are subject to additional repair or replacement costs.
12. A schedule of deliveries (rentals, flowers, and other contracted services) must be submitted 10 business days prior to the event.
13. Open flames, confetti, Glitter (any form) helium balloons and rice are prohibited.
14. No decorations or signs may be adhered to AoA's walls or windows.
15. AoA will not be responsible for any item or property belonging to guests that is lost, stolen, damaged or destroyed while on AoA premises.
16. Smoking and use of illegal drugs in or on AoA premises is prohibited.
17. Damages to the facility or equipment will result in forfeiture of the security deposit and are subject to additional repair or replacement costs.

RULES OF USE FOR EVENTS INVOLVING ALCOHOL

18. Possession and consumption of alcoholic beverages on AoA property requires an appropriate license issued by the North Carolina Alcoholic Beverage Control Commission. The appropriate license must be presented to AoA Staff at least 10 business days prior to the scheduled event.
19. Alcohol may be dispensed at Arts of the Albemarle by a nonprofit organization or company, provided that such agency:

- a. Uses the NC ABC approved off-site permit and trained bar staff of a licensed catering company.
-or-
- b. Obtains and displays an appropriate license from the NC ABC Commission during the event.
- c. Sells or dispenses the alcoholic liquors in a manner that does not impair normal operation of the AoA facility.
- d. Provides bartending personnel to serve all alcoholic beverages and take proper precautions to ensure that guests are not served excessive amounts of alcohol and to ensure that no one under 21 years of age is served alcohol.
- e. Ensures that alcoholic beverages served on AoA property will not be removed from the property for consumption.
-and-
- f. If needed, obtain certified law enforcement officer's for the event who will work under the supervision of AoA staff. The event host is responsible for payment of the hired officers.
- g. Provides, or its catering service provides, dram shop liability insurance in maximum coverage limits and in which the carrier agrees to defend, save harmless, and indemnify the AoA staff and the Board of Directors from all financial loss, damage, or harm arising out of the selling or dispensing of alcohol.
- h. Does not serve alcohol beyond the time stated in the approved permit.

LIABILITY AND INSURANCE

- 20. In the event of alcohol service, general liability insurance shall be provided by the sponsoring host with coverage limits of no less than Bodily injury (including death) – \$1,000,000 per occurrence and property damage – \$500,000 per occurrence. The policy shall name the Arts of the Albemarle as insured and must preclude any right of subrogation against such agency and its officers, employees, representatives, and agents.
- 21. In the event of food service, then insurance is to include bodily injury and property damage on or away from the premises arising out of defective products that are manufactured, handled, sold, or distributed by the named insured. If the event host is not handling any part of the food service, then the catering service is responsible for damages.
- 22. The event host agrees to hold the Arts of the Albemarle, its employees, its volunteers, the Executive Director and Officers and Members of the AoA Board of Directors, harmless of all claims that arise out of the applicant’s use of the facilities.
- 23. The caterer must have their own liability insurance against food spoilage and handling.
- 24. There will be no changes or exceptions to the preceding rules without written confirmation by the Executive Director or a designee.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Entire Agreement. This Agreement contains the ENTIRE AGREEMENT between the parties hereto with respect to the subject matter hereof and SUPERSEDES ALL negotiations, prior discussions, agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

Invalid Provision. The invalidity or unenforceability for any reason of any particular provision or provisions of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered as of the day and year first written below.

Arts of the Albemarle Representative

Tenant

Signature

Date

Signature

Date