

THE ANDY GRIFFITH MUSEUM THEATRE
RENTAL AGREEMENT
PO Box 141
Mount Airy, NC 27030
(336) 786-7998

www.surryarts.org arts@surryarts.org

TO THE RENTER: The terms of this revised RENTAL AGREEMENT apply to all rentals of the ANDY GRIFFITH MUSEUM THEATRE beginning January 1, 2022. Please read all pages of this rental agreement carefully. If there are questions about any part of the agreement, call the Surry Arts Council at (336) 786-7998.

This facility Rental Agreement between THE SURRY ARTS COUNCIL (hereinafter referred to as SAC) and _____

(name of renter)

(hereinafter referred to as Renter) provides for the rental of all or part of the ANDY GRIFFITH MUSEUM THEATRE, 218 Rockford Street, Mount Airy, NC for the following date(s).

_____, 20_____
(Month and day(s)) (Year)

RENTER WILL OCCUPY ANDY GRIFFITH MUSEUM THEATRE from

_____am/pm until _____am/pm

This is the time that the first person enters until the last person leaves and the doors are locked.

1. RENTAL FEES

- A. The base rental fee is THREE HUNDRED DOLLARS (\$300.00) for four hours if the event is during regular operating hours Monday-Friday, 9:00 am-5:00 pm. A ONE HUNDRED DOLLAR (\$100) non-refundable base rental fee is due upon signing of this agreement by the RENTER. No dates will be reserved on the calendar until the deposit is paid. The balance of the Base Rental Fee and/or all additional charges are payable to the SAC no fewer than FOURTEEN (14) DAYS prior to the date of scheduled rental of the Andy Griffith Museum Theatre. Failure to pay the rental balance by the required date will render this Rental Agreement void and the RENTER will forfeit any money already paid. The base rental fee is \$500 for four hours if the event is held during other times.

THE BASE RENTAL INCLUDES THE FOLLOWING:

1. Use of the Andy Griffith Museum Theatre
2. A general neutral wash of light adequate to cover the stage area
3. A portable speaker's podium
4. Appropriate heating/air conditioning
5. Bathrooms

THE BASE RENTAL DOES NOT INCLUDE THE FOLLOWING:

1. Use of Sound system or any part of Sound system including microphones, speakers, amplifiers, etc. (See additional charges.)
2. Lighting and/or sound operators. (See additional charges.)
3. Construction crews, load-in or strike crews, stage managers, running crews, or other backstage personnel.
4. Box office personnel or ushers.
5. Costumes, properties, set pieces, use of tools, building materials, paint, special backdrops, or color filters.
6. Publicity for events. (See additional charges.)
7. Use of any other space on the premises including classrooms, offices, dance studio, kitchen, and/or appliances. (See additional charges.)
8. Use of SAC's office equipment and supplies.
9. Assistance with ticket sales. (See additional charges.)
10. Table and/or chair use and set-up.

2. CLEANING

The RENTER is responsible for cleaning up all areas of the Andy Griffith Museum Theatre following the RENTER'S event. Cleanup should include removal of all set pieces, properties, personal effects belonging to the RENTER, and all trash generated during the RENTER'S time in the facility. Before leaving the building a representative of the RENTER must check in with SAC's representative to make sure that the building is in satisfactory condition.

3. HOURLY FEE DURING TIME OF OCCUPANCY

In addition to the base rental fee, a fee of TWENTY DOLLARS (\$20) PER HOUR will be charged to the RENTER for each hour that the RENTER or any representative of the RENTER occupies the Andy Griffith Museum Theatre. This includes rehearsal time, load-in and set-up time, strike and load-out time. The hourly fee will begin as soon as the RENTER or any representative of the RENTER enters the building and continues until all members of the RENTER'S group or company have left the building. Anticipated hourly fees must be paid FOURTEEN (14) DAYS in advance of usage. Additional fees for overtime must be paid immediately following RENTER'S event.

4. CANCELLATION

If the BASE RENTAL has been paid and the RENTER cancels the scheduled event within TEN (10) BUSINESS DAYS, the SAC will refund ONE-HALF (1/2) of the Base Rental. If the event is not canceled within TEN (10) BUSINESS DAYS the SAC is under no obligation to refund any part of the rent paid.

5. THE RENTER AGREES TO THE FOLLOWING:

- a. NO SMOKING ANYWHERE IN THE ENTIRE FACILITY. It shall be the responsibility of the RENTER to make an announcement to that effect and see to it that the rule is strictly enforced. *Smoking on the premises is prohibited by the Mount Airy Fire Department and is punishable by a fine.*
- b. NO FOOD OR DRINKS PERMITTED IN THE ANDY GRIFFITH MUSEUM THEATRE unless arranged in advance.
- c. IMMEDIATE REMOVAL OF ALL THE RENTER'S SET PIECES, PROPERTIES, COSTUMES, DISPLAYS, SUPPLIES, AND PERSONAL ITEMS IS REQUIRED. The RENTER assumes full responsibility for all of the RENTER'S property during the rental period. The SAC will not be responsible for the loss or damage to the RENTER'S property at any time.
- d. NO ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES OF ANY KIND WILL BE TOLERATED ON THE PREMISES. ANY PERSON UNDER THE INFLUENCE OF ANY ALCOHOLIC BEVERAGE OR CONTROLLED SUBSTANCE MUST BE ASKED TO LEAVE THE PREMISES IMMEDIATELY. Violation of this clause will result in an immediate and permanent banishment of the RENTER from the Andy Griffith Museum and all money paid to the SAC will be forfeited.
- e. THE RENTER AND ALL MEMBERS OF THE RENTER'S GROUP MUST EXHIBIT PROPER BEHAVIOR. The RENTER will be held directly responsible for any willful destruction, theft, vandalism, or other disturbance affecting the ANDY GRIFFITH MUSEUM THEATRE or its property. SAC reserves the right to remove RENTER from the property and/or alert the proper authorities if any such improper behavior is exhibited during the rental period.
- f. The sale of concessions or any reception for any event will be allowed ONLY with the permission of the SAC, and only in accordance with the conditions imposed by the SAC.
- g. ANY RENTAL EVENT IS SUBJECT TO REVIEW BY THE SURRY ARTS COUNCIL BOARD OF DIRECTORS. THE SAC RESERVES THE RIGHT TO REFUSE ANY EVENT.

6. ADDITIONAL CHARGES

The following additional items may be available for RENTER'S EVENT for the specified charge.

- a. The RENTER shall pay an additional fee for space(s) not specified in the base rental agreement. These fees at no less than TWO HUNDRED DOLLARS (\$200)/ROOM/SPACE will be determined at the time of the rental and will be payable in full FOURTEEN (14) DAYS prior to the rental date.
- b. The RENTER shall pay a fee of ONE HUNDRED DOLLARS (\$100.00) for the use of the COUNCIL'S electronic keyboard.
- c. A fee of ONE HUNDRED DOLLARS (\$100.00) shall be charged for an announcement of the RENTER'S event on the Playhouse LED sign. These announcements include the name or title of the event and the date only. The announcement will be posted no earlier than SEVEN (7) DAYS before the event.
- d. MUSIC LICENSING FEES shall be the responsibility of the RENTER. These include but are not limited to all fees to ASCAP, BMI, or other music licensing agencies or any licensed music for the RENTER'S event.
- e. ANY sales to audience members by RENTER must be approved at the time the contract is signed. TEN PERCENT (10%) of all sales must be remitted to the SAC on the evening of the rental unless otherwise arranged.
- f. USE OF THE SAC SOUND SYSTEM:
The RENTER shall pay the fee of TWO HUNDRED DOLLARS (\$200.00) for use of the SAC Sound System. The fee for a sound operator will be an additional FIFTY DOLLARS (\$50) for the first HOUR and THIRTY DOLLARS (\$30)/HOUR for each additional hour, including set-up time.
- g. USE OF ADDITIONAL LIGHTING SPECIALS AND/OR LIGHTING OPERATOR:
If the RENTER requires any special lighting design or special focusing of lighting instruments, a fee of ONE HUNDRED AND FIFTY DOLLARS (\$150) will be paid for these specials and an additional fee of FIFTY DOLLARS (\$50)/HOUR for the lighting operator including all time to set the lights.
- h. A per ticket handling fee of EIGHT DOLLARS (\$8) will be charged by the SAC if tickets are sold by the SAC for rental events.

THE RENTER MUST MAKE ARRANGEMENTS WITH THE SAC EXECUTIVE DIRECTOR AT LEAST TWENTY-EIGHT (28) DAYS PRIOR TO THE DATE OF RENTAL TO DISCUSS ALL RENTAL ARRANGEMENTS.

DATE OF MEETING/EMAILS _____

SIGNATURE OF EXECUTIVE DIRECTOR _____

I have read and understand the terms of this agreement.

By signing this facility rental agreement, I hereby agree to all of the clauses within.

Witness the signature and seals of the parties this the _____ day of

_____, 20 _____
 Month Year_

 Name of Renter or Authorized Agent Surry Arts Council Executive Director

 Address Executive Director

 Daytime Telephone Number Evening Telephone Number

 Name of Contact Person/Cell/Email

	DUE	PAID	DATE PAID
Base Rental Fee			
Base Rental Deposit	Nonrefundable		
Hourly Fee			
Marquee			
Other Space(s)			
Piano(s)			
Ticket Fee			
Sound System			
Sound Operator			
Lighting Design			
Lighting Operator			
% of Sales			
Overtime			
Other			
TOTAL			

The RENTER will provide staffing to ensure social distancing and compliance with all state pandemic guidelines.

By attending any event associated with the SAC, you are acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending the event, you and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold the SAC liable for any illness or injury.

LIST ALL SPECIAL EVENT NEEDS BELOW: