

The City of Morganton Municipal Auditorium Use Contract

NOTE: Whenever used in this contract, the term Theatre shall refer to the main stage performance hall; the term Gallery shall refer to the first and second floor areas adjacent to the Theatre; the term Balcony Gallery shall refer to the 3rd floor lobby area; and the term Amphitheatre shall refer to the outdoor performance facility adjoining the Auditorium.

1. On this date _____, 20____, permission is hereby granted
 Organization _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Cell _____
 Email _____
 to use and occupy all or part of CoMMA for the following and no other purpose _____

Date/Time of Event: _____

Use Date: Move in period shall begin at _____ AM/ _____ PM on _____, 20__
 And move out must be completed by _____ AM/ _____ PM on _____, 20__
 Use of the space shall begin at _____ AM/ _____ Pm on _____, 20__
 For the purpose of the event and shall end at _____ AM/ _____ PM on _____, 20__

Failure to comply with the move out deadline means the User's effects are abandoned, and the Director shall dispose them as he deems advisable.

2. FEES(s):
 User agrees to pay CoMMA \$ _____, _____ dollars and _____ /100
 (see below under the following rate schedules).

User is classified as CLASS _____
 (Options are indicated on attachments).

Theatre Fee
 _____ Rehearsal(s) _____ @ _____, _____ = \$ _____, _____
 Gallery Fee
 _____ Rehearsal(s) _____ @ _____, _____ = \$ _____, _____
 Ampitheatre Fee
 _____ Rehearsal(s) _____ @ _____, _____ = \$ _____, _____
 Other Area Fee
 _____ Rehearsal(s) _____ @ _____, _____ = \$ _____, _____
 Options (Estimate)
 Equipment \$ _____
 Personnel \$ _____
 Tickets \$ _____

Performance is defined as any contractually stipulated block of time in any given 24-hour period when CoMMA, or its parts, is used for an event attended by persons other than performers of that event.

Non-Performance is defined as any contractually stipulated block of time in any given 24-hour period when CoMMA, or its parts, is used for a purpose not defined as a Performance. The presence of more than 25 persons in the audience shall convert a Non-Performance to path the Performance rate.

3. DEPOSIT:

User agrees to pay \$ _____ as deposit with the return of this contract, which will be applied toward use charge in final billing. User agrees to make such deposits by certified check made payable to CoMMA.

4. PERFORMANCE BOND:

User agrees to post a bond of \$ _____, either by certified check or by a duly accredited bonding company, the terms of such bond shall be: _____
Bond will be applied to reimbursable expensed in final billing.

5. RETURN OF CONTRACT:

Date(s) requested by User are not considered firm until the City of Morganton or its agent(s) approves the event(s) and the User returns the signed contract accompanied by the deposit. Contract and deposit must be returned within fourteen (14) days from the date the contract was written (see date, paragraph 1). Failure to comply automatically cancels the User's arrangements made with CoMMA.

6. LIABILITY INSURANCE:

User agrees to provide a single public event liability insurance policy in which User is named a insured in the amount of one million dollars (\$1,000,000.00) covering bodily injury, including death, and property damage and shall provide a copy of the certificate of insurance as proof to CoMMA no later than ten (10) days prior to the contracted event.

7. SERVICES PROVIDED:

CoMMA will provide as part of the base charge, at its own expense:

- a. Heating/Cooling;
- b. House lighting;
- c. House sound system;
- d. Technical Director supervision and services;
- e. One (1) house manager;
- f. One (1) cleaning of all public spaces and between shows cleanup, as possible, for events with more than one performance on a single day;
- g. Available dressing rooms;
- h. Front-of-house (ushers, tickettakers), as needed.

All other expenses incurred by CoMMA will be accordingly billed to User. Estimates of probable cost related to this event are subject to change. Prior to incurring any special or unusual expenses of a substantial nature, the CoMMA Director and/or staff will confer with the User.

8. PUBLIC SAFETY AND INDEMNITY:

User agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify, defend and hold harmless CoMMA from all demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons or property damage or loss by CoMMA, User, or any persons, howsoever caused, during the period in which this contract covers the use of the stated space, or occurring as a result of the use of such space during the agreed period.

13. TECHNICAL REQUIREMENT:

The Facility Use Application Form must include all technical requirements, plans, ideas, and program content pertaining to the event. All equipment brought in by the User will be inspected by the Technical Director for possible safety violations, and the Technical director will have the final approval and authority for the use of such equipment. Technical information for the produce to the Technical Director shall be firsthand.

14. STAFFING:

The Technical Director shall secure and the User shall pay at the rates on the User checklist all necessary staffing, including security. The CoMMA staff retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. These costs shall be considered reimbursable to CoMMA and shall be covered by all such references, including advance payment and ticket receipt lien, including this contract. Stagehands, musicians, and other performance personnel will be included in this category by mutual agreement. Such performance personnel normally involve local paid help employed by CoMMA or volunteers, but in the event volunteers are unavailable, the Technical Director and Director reserve the full right to call in outside assistance to help meet stagehand requirements. No other personnel shall be used.

15. CONCESSION SALES:

It is the policy of CoMMA to permit the sale of souvenir programs, records, books, or any related merchandise commonly sold or dispensed in auditoriums only from two to three tables provided in the main floor lobby. If such items are sold, house commission is 15%, payable at the end of the event. If CoMMA provides sellers, house commission is 20%. The honor system applies.

16. DONATIONS:

No collection for donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior approval by the Director.

17. SEATING CAPACITY:

Persons will not be permitted inside the Theatre in excess of the established seating capacity. No additional chairs may be place in the theatre, hallways, aisles, or any other portion of CoMMA open to the public. No standing room may be utilized, nor is anyone permitted to sit in the aisles or other parts of the theatre.

The Director may be present to see that these guidelines and rules are carried out, and the Director has the undisputed authority to delay the start of any performance, or if need be, to stop it at any time if any infractions of these rules are apparent.

The User's acceptance of this contract will be understood as evidence of a willingness to subscribe to these rules.

18. CONTROL OF BUILDING:

CoMMA shall be at all times under the control of the Director and his/her authorized representative or subordinates; specifically, for the backstage area, the Technical Director; and for the front of the house, the House Manager. The right is reserved at all times for any and all employees of CoMMA so designed to enter the premises. The house is not opened, nor does an event begin, without the expressed permission of the Director, or Technical Director (in the Directors' absence).

19. OPENING HOURS:

It is the policy that CoMMA opens the Theatre thirty (30) minutes prior to the event and all events commence at the time noted in paragraph 1. The Galley/Lobby will be open not less than one (1) hour prior to the curtain/stage time.

20. RECORDING:

User agrees that no recording, visual or audio, of any kind will be made of the event covered by the contract without prior written approval from the Director. CoMMA has the right to record any event solely for CoMMA's records. This regulation applies to devices such as and including tape recorders, camera, video cameras, and the like.

21. DEFAULT:

Should the User default in the performance of any of the terms and conditions of this contract, the Director, at his option, may terminate the same. Any deposit made by the User to CoMMA shall be retained and considered liquidated damages.

22. COPYRIGHT LICENSE:

The securing and payment of the copyright license fee(s) are the responsibility of the User. User will deliver proof of copyright license to CoMMA (10) days prior to the event. In addition, User agrees to defend, indemnify, and hold harmless CoMMA against all claims, demands, costs, and expenses that CoMMA may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the event(s) described in paragraph 1. Failure to provide such proof may result in the cancellation of this contract with no penalty to CoMMA.

23. ADDITIONAL REGULATIONS:

CoMMA reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interest of CoMMA; and such regulations shall be binding upon the User. All Users shall comply with the laws of the United States and the State of North Carolina, and with all ordinances, rules and regulations of the city of Morganton, and CoMMA. Violation by the User will result in the cancellation of this contract.

Agreed
(Use Contract and Contract Rider)

Signature

Auditorium Director
CoMMA

Type or Print Name and Title

Organization

_____, 20__
Date

_____, 20__
Date

Addendum

1. All federal, state, and municipal taxes applicable to this function shall be paid for separately by the User in addition to the prices herein agreed upon.
2. No food or beverages of any kind will be permitted to be brought into CoMMA by the User or any of the User's guests or invitees from the outside without the special permission of CoMMA, and CoMMA reserves the right to make a charge for the service of such beverages
3. User agrees to begin its function promptly on the scheduled time and agrees to have its guests, invitees, and other persons vacate the designated function space at the closing hours indicated. The User further agrees to reimburse CoMMA for any overtime wage payments or other expenses incurred by CoMMA because of User's failure to comply with these regulations.
4. CoMMA reserves the right to exclude or eject any and all objectionable persons from the function, or CoMMA premises, without liability.
5. User assumes responsibility from any and all damages caused by it or any of its guests, invitees or other persons attending the function, whether in rooms reserved, or in any other part of CoMMA.
6. It is understood that User will conduct its function in an orderly and respectful manner, and in full compliance with the rules of CoMMA management, and with cable laws, ordinances and regulations.
7. User agrees not to put up any displays within CoMMA without the written permission of CoMMA.
8. In the event that CoMMA, at request of User furnishes any food, beverages, or any other services not provided for in this contract, User agrees to pay CoMMA the charges therefore as soon as bill is rendered, and if not so paid, the said charges will become due under this contract even though not specifically provided for in this contract.
9. In the event of breach of this agreement by User, CoMMA reserves the right to cancel same without notice, and without liability to the User. The amount paid for use of space shall be retained by CoMMA as for liquidated damages; but, this shall not preclude CoMMA from recovering its actual damages sustained by reason of any breach thereof.
10. THIS AGREEMENT IS CONTINGENT UPON THE ABILITY OF CoMMA TO PERFORM THE SAME, and is not subject to accidents or other causes beyond its control; and in such event, CoMMA shall not be liable beyond the amount paid for the use of the rooms herein reserved. If the room reserved herein cannot be made available to the User for causes beyond control of CoMMA, CoMMA reserves the right to substitute similar or comparable accommodations for the function, which substitution shall be deemed by User as full performance under this agreement.
11. This agreement is not assignable.



The City of Morganton Municipal Auditorium
P.O. Box 3449
Morganton, NC 28680-3448
(828) 433-7469
Fax (828) 438-5246

Rental Fees and Charges Information

Main Theatre (Includes Gallery)

Base Rental:

Mon – Thurs - \$750.00
Fri – Sun - \$ 1,000.00
Overtime - \$200.00 per hour

Box Office

Ticket Setup - \$50.00

Credit Card Bank Charge

3% of Total Charges

Facility Fee:

\$1.00 or \$3.00 per Ticket

Crew Labor

\$12.00 - \$20.00 per Hour

Lighting Package

\$100.00 minimum

Follow Spotlight

\$75.00 each

Sound Package

\$100.00 minimum

Box Office Staff

\$20.00 per Hour/Event Day

Deaf Interpreter

Cost +10%

Piano Tuning

Cost + 10%

Security

\$25.00 per hour

Other Equipment and Services

Grand Piano

\$150 per event

Hanging Drops

\$10.00 each

Gobos

Price upon request

Recording of Event

\$25.00

Platforms

\$10.00 each

Orchestra Chairs

\$2.00 each

Music Stands w/lights

\$3.00 each

Podium

\$30.00

Message Center Ads

\$100 per 4 week ad. Ads run 24 hours
per day 7 days a week.

Gallery

Reception/Food Service

Base Rental

\$500.00 up to 100 guests

Post 100

+\$2.00 per person

ABC Permit

\$75.00

Overtime

\$150.00 per hour

Caterer Permit

\$50.00

All Prices are subject to change

Caterer is responsible for general cleaning following event. All dishware, food, etc. must be removed from the building at the completion of the event. NO EXPTIONS.