

Post Office Box 3448
401 South College Street
Morganton, NC 28680-3448
(828) 433-7469
Fax (828) 438-52456
www.commaonline.org

This agreement, as follows, made this the ___ day of ___ in the year 2021, is by and between _____ (herein referred to as “RENTER”) and the CoMMA Performing Arts Center, (herein referred to as “CoMMA”). RENTER agrees to abide by the policies for the use of the CoMMA as set forth herein.

RENTER INFORMATION:

- Contact:
- Phone:
- Email:
- Address:
- Title of Event:
- Nature of Event:
- Tax ID#:
- Rental Date(s)/Time period:
- Performance Date(s):
- Performance Time(s):

Rental agreement will be binding under the following conditions:

1. AGREED TERM OF USE: This agreement is for the scheduled time in the designated venues for the times, dates, and spaces listed below:

<u>Activity</u>	<u>Day</u>	<u>Date</u>	<u>Time IN/OUT / Showtime</u>	<u>Space</u>	<u>Rental Fees</u>

- CoMMA does not provide actor’s (belt-pack) microphones; Microphones must be provided by RENTER.
- Performance is defined as any contractually stipulated block of time in any given 24-hour period when CoMMA, or its parts, are 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, are used for a purpose not defined as a Performance. The presence of more than 25 persons in the audience shall convert a Rehearsal Rate to the Performance rate.

Event Management:

Stage Manager: _____ Phone: _____

Holding Manager: _____ Phone: _____

(In charge of holding areas for students and performers)

Director: _____ Phone: _____

PERFORMANCE BOND:

RENTER agrees to post a bond of \$ 0 , either by certified check or by a duly accredited bonding company, the terms of such bond shall be: 0. Bond will be applied to reimbursable expensed in final billing. Performance Bond will accompany signed contract when returned to CoMMA.

2. RETURN OF CONTRACT:

Date(s) requested by RENTER are not considered firm until the City of Morganton or its agent(s) approves the event(s) and the RENTER returns the signed contract accompanied by the deposit, Performance Bond and W-9 form(s). Contract, deposit and all required documents must be returned to CoMMA within fourteen (14) days from the date the contract was written. Failure to comply automatically cancels the RENTER's arrangements made with CoMMA.

3. DEPOSIT:

RENTER agrees to pay a \$ deposit with the return of this contract. Deposit will be applied toward usage charge in final billing. RENTER agrees to make such deposits by certified check made payable to CoMMA.

4. LIABILITY INSURANCE:

RENTER agrees to provide a single public event liability insurance policy in which RENTER is named as insured in the amount of one million dollars (\$1,000,000.00) covering bodily injury, including death (for the performer crew and staff of said show), and property damage. Show shall provide a copy of the certificate of insurance as proof to CoMMA no later than ten (10) days prior to the contracted event. If Insurance is not in place 10 days prior to the contracted event, CoMMA may cancel event and RENTER will forfeit any and all deposits paid to CoMMA. If proof of Insurance is not presented, signing this contract releases CoMMA from any liability and places all liability on RENTER. (If no certificate is present, RENTER acknowledges all liabilities).

5. SERVICES PROVIDED:

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

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

All other expenses incurred by CoMMA will be accordingly billed to RENTER. 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 RENTER.

6. PUBLIC SAFETY AND INDEMNITY:

RENTER 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

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injuries or death to any persons or property damage or loss by CoMMA, RENTER, 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.

7. DAMAGE TO CoMMA:

RENTER shall be responsible for the payment of any and all damages to the building, furnishings, fixtures, equipment, or grounds, whether caused by RENTER it's Agents or patrons; normal wear and tear excluded. Payment for repair of damage to the premises shall be at the expense of the RENTER.

TICKETS AND BOX OFFICE:

RENTER must use the available ticketing system at the CoMMA box office.

- a. Tickets may be offered in a General Admission seating format or in a reserved (assigned) seating format; a combination of the two formats for one event is not possible.
- b. Seating Tickets will be sold and/or dispensed to Patrons solely at the CoMMA Box Office. Manifest: After ticket printer's manifest is submitted in duplicate to CoMMA, a copy will be provided to the RENTER upon request.
- c. Ticket Price(s): RENTER agrees to sell all tickets at the prices advertised, and any deviations must be approved in writing by CoMMA. There are to be no more than four price codes.
Tickets Prices and information will be determined in SCHEDULE A, attached to this agreement.
- d. Contingency Tickets: RENTER agrees to make twenty (20) contingency tickets available to CoMMA.
- e. Customer Checks: CoMMA will expert every caution against bad checks and credit cards from customers and will make a reasonable effort to collect such: however, ultimate responsibility is that of the RENTER.
- f. All federal, state, and municipal taxes applicable to this function shall be paid for separately by the RENTER in addition to the prices herein agreed upon.
- g. Every person, no matter of age, MUST have a ticket. You have the option to have infant or baby pricing (free ticket). We will charge the RENTER \$0.35 per ticket
- h. Artist/RENTER Comp tickets will have a \$0.50 per ticket charge
- i. **There will be a \$50 ticket set up fee per event.**
- j. **There will be a 3% charge on electronic card purchases.**

Control of the Box Office receipts shall remain exclusively with the Box Office Supervisor who will deposit all funds with the City of Morganton Business Office. All tickets sold at CoMMA must be dispensed by authorized CoMMA Box Office personnel. Box Office receipts and daily cash receipts will be made known, upon demand, to the RENTER or RENTER's representative only. Access to the Box Office is by the Director or Box Office Supervisor only. This precludes any contractual arrangement(s) with artist or their representative.

A preliminary Box Office report will be given to the RENTER at the show's end, with the final report to be issued as soon as time allows. A final Box Office report will be issued accompanied by a CoMMA check as soon as all charges are known. The check will be written to reflect the deduction of expenses from the gross Box Office before payment is made.

8. ADVERTISING:

RENTER shall not advertise any performance or the appearance of any performer prior to the signing and approval of this contract, or until contracts between all parties involved have been properly executed and exhibited to the Director prior to the signing of this contract. RENTER will not erect any displays within CoMMA without the written permission of CoMMA. Use of the CoMMA Logo must be approved by the Director.

9. REHEARSAL:

Access to the facility for purposes of set-up/rehearsal is limited to one day prior, pending availability, or the day of the event. All details and time periods must be arranged through the Director and Technical Director via the CoMMA Facility Rental Request Application Form which is to be returned to CoMMA 60 days prior to the event. RENTER agrees to begin its function promptly on the scheduled time and agrees to have its guests, invitees, and other persons

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vacate the designated function space at the closing hours indicated. The RENTER further agrees to reimburse CoMMA for any overtime wage payments or other expenses incurred by CoMMA because of RENTER's failure to comply with these regulations.

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 RENTER 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 production to the Technical Director shall be firsthand. FINAL props, backdrops and staging MUST be cleared with the Technical Director 30 days PRIOR to show.

10. STAFFING:

The Technical Director shall secure and the RENTER shall pay at the rates on the RENTER 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.

11. CONCESSION SALES/FOOD

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 tables provided in the main floor lobby. If such items are sold, house commission is 20%, payable at the end of the event in cash to a CoMMA Representative. If CoMMA provides sellers, house commission is 25%. The honor system applies. A fee of \$150.00 per table will be assessed for any vendor that neglects to settle the merchandise fee at the end of the event. This fee will be deducted from the RENTER's settlement.

No food or beverages of any kind will be permitted to be brought into CoMMA by the RENTER or any of the RENTER'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.

In the event that CoMMA, at request of RENTER furnishes any food, beverages, or any other services not provided for in this contract, RENTER agrees to pay CoMMA the charges therefore as soon as bill is rendered, and if not paid, the said charges will become due under this contract even though not specifically provided for in this contract.

Any alcohol sales or giveaways must be authorized by CoMMA and via a special one-time permit issued by the NC ABC Commission. More information can be found at <http://abc.nc.gov/Permit/SpecialPermits> Additionally, CoMMA must be provided a copy of the one-time permit, at least two weeks prior to the event.

12. 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. If donations are collected or if said performance is done with the understanding that a portion of the proceeds will be donated to a charitable organization, RENTER must provide a W-9 from said organization at least 10 days prior to the event. If W-9 is not provided, NO Collections will be allowed.

13. SEATING CAPACITY:

Persons will not be permitted inside the Theatre in excess of the established seating capacity. No additional chairs may be placed 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. (750 floor, 333 balcony - total 1056 seats) This number is subject to change due to the technical requirements of specific productions.

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The Director of CoMMA or their Agent may be present to see that these guidelines and rules are carried out, and the Director of CoMMA or their Agent 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.

14. CONTROL OF BUILDING:

CoMMA shall be at all times under the control of the Director and their 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).

15. 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 Gallery/Lobby will be open not less than one (1) hour prior to the curtain/stage time.

16. RECORDING:

RENTER 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.

17. DEFAULT:

Should the RENTER default in the performance of any of the terms and conditions of this contract, the Director may terminate the same. Any deposit made by the RENTER to CoMMA shall be retained and considered liquidated damages. CoMMA reserves the right to exclude or eject any and all objectionable persons from the function, or CoMMA premises, without liability. In the event of breach of this agreement by RENTER, CoMMA reserves the right to cancel same without notice, and without liability to the RENTER. 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.

18. COPYRIGHT LICENSE:

The securing and payment of the copyright license fee(s) are the responsibility of the RENTER. RENTER will deliver proof of copyright license to CoMMA (10) days prior to the event. In addition, RENTER 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 to 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.

19. LESEE RESPONSIBILITY FOR POLICY ENFORCEMENT:

The Countdown to CoMMA Guide is considered part of this agreement and RENTER agrees to abide by CoMMA policies and procedures outlined therein. RENTER assumes full responsibility for the character, acts, and conduct of all persons acting on its behalf. RENTER will inform their agents, employees, patrons, or any person admitted on the premises by RENTER, of CoMMA policies and contract terms and is responsible for enforcing and insuring policy compliance.

20. ANIMALS: The theatre will need prior communication if therapy/service animals are with the talent. Therapy animals will be contained to the dressing room of the owner, and shall not be in areas of food service or carpeted areas. They must be leashed or crated at all times, unless with the owner in the dressing room. They cannot be on onstage, in the lobby, kitchen or green room. Service animals must wear their certified vests at all times and can accompany their owners in the building, however, they must be leashed at all times.

- 21. SECURITY: RENTER may not provide their own security. RENTER staff may not wear SECURITY shirts or ID. If CoMMA determines that security is required, CoMMA will provide Security at a charge of \$30 per hour to the RENTER.
- 22. Fire Arms are not permitted inside the building.

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 RENTER. All RENTERS 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 RENTER will result in the cancellation of this contract.

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 RENTER 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 RENTER as full performance under this agreement.

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

Person signing for CoMMA warrants that he/she signs as a duly authorized representative and does not assume any personal liability for the terms of this agreement.

Person signing for RENTER warrants that he/she signs as a duly authorized representative and personally guarantees payment of all expenses incurred by the CoMMA.

In witness whereof, the parties have signed this agreement by authority duly given.

AGREED:

Signature

Name & Title

Organization

Date

Signature

Name & Title
CoMMA Performing Arts Center

Organization

Date

Return signed Contract, deposit and all required documents to:

CoMMA Performing Arts Center, PO Box 3448, Morganton, NC 28680 or comma@morgantonnc.gov