

Carroll County Arts Council

Facility Rental Policy

(updated 10/11/18)

1. Rates and Calculation

Weekend Rate is in effect from 4pm Friday through 6am Monday

Theatre Rental:	Weekday - \$175/hr	Weekend - \$225
*Classroom Rental:	Weekday - \$25/hr	Weekend - \$30/hr

3-hour minimum on all rentals. Rental time is calculated on total occupancy time, from the beginning of setup until the renter and all affiliates have exited the Arts Center.

During your rental term, the lobby and other unrented portions of the facility may be used by CCAC, the general public, or another renter.

**Classroom rentals only available during regular business hours or in conjunction with a theatre event.*

2. Discounts

The following discounts may be applied to the base hourly rental rate. Discounts will not be applied to overage fees, ticketing fees, or other additional services. CCAC reserves the right to determine the renter's eligibility for discounts. If multiple discounts are applied, the percentages will be cumulative (i.e., A nonprofit organization conducting an arts program may receive a 30% discount).

Nonprofit rental	15%
Arts or cultural program	15%
CCAC Arts Alliance member	10%
High volume rental (20+ hours)	10%

3. Included in Rental

For All Rentals

- Various tables, stacking chairs, stools or easels available on request.
- Public and private use of clean, accessible restrooms for your patrons and performers.

For Theatre Rentals

- Use of the Steinway grand piano. Tuning services optional for an additional fee.
- Use of stage, private greenroom, and various stage/technical equipment (see Theatre Technology Specifications document).
- Two trained technicians to operate light and sound equipment.

For Classroom Rentals

- Use of classroom with tables and chairs; other technical equipment available on request (see classroom specifications document)

4. Reservation Process and Priorities

All facility rental requests must be submitted through the online form on the CCAC website. Incomplete submissions will not be considered. All requests will be considered depending on availability with highest priority given to arts or cultural events that are open to the public.

Rental requests for any other non-cultural purposes, including private parties, may require approval by the CCAC Board of Directors. The CCAC reserves the right to refuse to rent the space for any reason, including, but not limited to, previous misconduct, safety concerns, inappropriate or inflammatory content, scheduling concerns, potential for facility damage, conflict of interest, program redundancy, or inadequate administration by the renter.

Rental requests will typically receive a response from a CCAC representative within 1-2 weeks of submission. If the request is approved, contracts must be signed by a responsible party of at least 21 years of age, who must be present during all rental times. The CCAC cannot guarantee the availability of a date until a reservation down payment has been received. A tour of the space, by appointment only, can be arranged in advance of submitting a rental request.

5. Staffing

At least one CCAC staff member (not including technicians) must be present at all times acting as the manager on duty during your rental. This staff member is primarily responsible for building security, customer service, and his/her other Arts Council administrative work during your rental period and therefore cannot assist with setup or technical needs in the theater.

For theatre rentals, the included technical staff member(s) may be available to assist with equipment and during scheduled rental times. The manager on duty will also provide box office services and ticket sales during your event as needed.

Prior to signing the contract, the CCAC will determine if additional staff will be needed for your event, which may result in an additional fee of \$40 per hour as required.

Aside from the tasks mentioned above, the Renter is responsible to arrange any additional personnel needs, including cleaning the rented space(s) after use.

6. Gallery Use

A gallery may be rented, subject to availability, in conjunction with a theatre or classroom rental for an additional \$50 an hour. The gallery rate will be applied to the entire rental period on the requested day, including use overages, and is subject the same discount rules as the base rental rate. The CCAC reserves the right to decline a gallery rental request for any reason.

All galleries are used for ongoing public art displays and must remain open to the public during normal business hours. Renters may not move, obstruct, or handle any of the displayed artwork. Renters are responsible for any damages or losses to art work caused by the renter or its associated personnel or patrons. The CCAC reserves the right to determine the placement of food and beverage stations within these spaces to guarantee the safety of the artwork.

7. Additional Fees

- Piano tuning (optional) - \$150; Must be requested with rental estimate.
- Ticketing/registration (required) – 8.5% of sales; Calculated upon completion of rental.
- Alcohol licensure - \$100; Required if alcohol will be served during rental. See appendix A.
- Additional staff – \$40/hour/employee; Requirement determined at the discretion of CCAC
- Equipment storage - \$450/day; Assessed if the renter leaves set pieces, props, or equipment in the facility during uncontracted days.
- Use overage – base hourly rate, no discounts; Assessed if rental occupancy extends beyond estimated time.
- Cleaning fee - \$100/hour; Assessed if rented spaces not left in the same condition in which they were found.
- Property damage – Actual cost; Assessed as needed

8. Payment

All payments must be made according to the following schedule. Failure to adhere to the schedule may result in cancellation of reservation. Specific due dates and amounts will be calculated with each rental estimate. An additional bank fee will be assessed for any returned checks.

Down Payment – 10% of Estimate or \$100 (greater of the two)	Due: Upon execution of contract
<ul style="list-style-type: none"> • All reservations tentative until paid and contract signed • Refundable only if reservation canceled 3 months in advance of rental dates 	
First Installment – 50% of Estimate	Due: 2 months prior to rental
<ul style="list-style-type: none"> • Nonrefundable; may be applied to rescheduled rental within 6 months • No ticket sales or publicity will begin until this payment is received (see Publicity section) 	
Second / Final Payment – balance of estimate	Due: 7 days prior to rental
<ul style="list-style-type: none"> • Nonrefundable • Due date may be waived if advance ticket sales surpass balance due (not an option for rentals without tickets) 	
Settlement – overage and additional fees	Due: 2 weeks after billed
<ul style="list-style-type: none"> • Amount calculated within 5 business days after event • Will be deducted from ticket sales due renter • A 10% penalty will be assessed on late overage payments 	

If upon settlement the renter is owed ticket sales, the CCAC will send a check within one week of settlement.

9. Content and Publicity

The renter is required to notify the CCAC prior to signing the contract if their programming will include any material that may be offensive to some audiences due to adult language; violent, racially, ethnically, or sexually charged subject matter; or nudity. Rentals containing potentially objectionable content will require advance approval by the CCAC Board of Directors and all publicity materials must be pre-approved by the CCAC.

The renter is solely responsible for ensuring that all intellectual property used in conjunction with the rental has been properly licensed. CCAC staff can help to advise the renter on applicable intellectual property rules. Proof of licensing agreements **must be** provided before any publicity for the event begins. This includes, but is not limited to, rights to use:

- screenings of videos, movies, or TV shows
- photos and images used in production or publicity
- live or pre-recorded music
- scripts, transcripts, or musical scores.

Renters are primarily responsible for publicizing their own events. CCAC staff may be consulted to determine appropriate publicity options and outlets. **Carroll Arts Center or CCAC images or logos may not be used in your publicity materials without prior approval.**

The CCAC may provide limited publicity for rental events that are open to the public and are arts related, as determined appropriate at the sole discretion of CCAC. This publicity may include:

- listing on the outdoor neon marquee
- listing in the Coming Attractions portion of CCAC website
- listing on the video display in CCAC lobby and front window
- listing in our weekly email newsletter at least once, depending on CCAC programming.

10. Insurance/Liability

All renters must provide a certificate of liability insurance for \$1 million to cover any injury, loss, or damages caused by the negligence of the renter or guests for the duration of the rental. This certificate must list as additional insured CCAC, its agents, the City of Westminster and the Carroll County Commissioners.

The renter is responsible for all costs associated with repair or replacement related to any damage or theft of the Carroll Arts Center facilities, equipment, merchandise, art, or property resulting directly from a rental use. The renter is responsible for removing all materials, equipment, or other items brought into the building by the end of their rental time. The CCAC will not be responsible for any damage or loss to equipment or property owned by the renter or anyone using the space in connection with a rental event, including damage or loss from handling, theft, or acts of nature.

The renter agrees to indemnify and hold harmless the Carroll County Arts Council, its officers, agents, employees, and volunteers, as well as the City of Westminster from any and all claims, demands, causes of action, damages, liabilities, costs, and suits, arising out of, occurring, or

resulting from any personal injury or damage to or loss of property of any nature, directly caused by, arising out of, or in any way connected with the rental and use of the Carroll Arts Center.

11. Cancellation

If renter opts to cancel the rental agreement for any reason, refunds or credits will be issued in accordance with the terms in the Payment section of these guidelines.

Violation of the rental guidelines or contract constitutes a forfeiture of all fees paid. Rentals canceled by the CCAC due to renter's violation of the agreement will not qualify for refunds or rescheduling.

In the circumstance that the CCAC must, at no fault to the renter, cancel a scheduled rental after executing a contract and accepting payment, the renter will receive a full refund of all fees paid.

In the case of a mutually determined weather cancellation, payments made towards the estimated rental may be rolled over into a rescheduled event at a mutually convenient date. Additional charges may apply. Specific snow dates will not be held in advance without full payment.

Appendix A: Food and Beverages

Concession Sales

Theatre renters may opt to sell concessions to the public during the rental period and can retain all profit. If doing so, the renter is responsible for providing all supplies, containers, staff, signs, or additional materials as desired. The CCAC does not have facilities available for heating or cooling any food or drinks, nor will any CCAC concessions equipment be available for use by renters. The CCAC reserves the right to provide concession sales to the public during the rental event if the renter chooses not to do so. In this case, all profit will be retained by the CCAC.

Receptions

For classroom and theatre rentals, renters may provide light refreshments for guests at no charge. The additional hourly rental fee will be applied if a gallery is used for a reception. Any caterer hired to provide service at any event must contact the CCAC directly at least two weeks prior to the event to discuss details of their service and must demonstrate proof of liability insurance for the event. The CCAC can recommend local caterers who are familiar with the facility. The CCAC reserves the right to limit the scope of food service and to determine placement of food and beverage stations as necessary in order to protect artwork and the facility.

Alcohol

Renters may not serve or sell alcohol to their guests. The CCAC and its representatives may serve alcohol at the renter's request. Additional fees may apply. Renters will not receive any proceeds from alcohol sales regardless of whether Renter has opted to sell food concessions. The renter or its guests may not bring or consume their own alcoholic beverages on the premises.

No alcoholic beverages may be taken outside of the building. No alcohol will be served to persons under the age of 21 or who cannot provide proof of legal age. The CCAC and its representatives maintain the right to refuse alcohol to anyone who appears intoxicated. Renters will be liable for any injury, damage, or legal issues that could occur as a result of serving alcoholic beverages during the rental period.

Appendix B: Ticketing and Registration

All events with ticket sales or registrations open to the general public must have the ticketing handled directly by the CCAC. Whenever possible, the CCAC will conduct all sales and processing for tickets and registrations in accordance with the renter's desires. The services, for which 8.5% of sales will be retained by the CCAC, include:

- Processing advance online sales 24/7
- Processing advance phone or onsite sales during normal business hours
- Provide box office and ticket staff the day of the event
- Arrange for any special needs seating reservations

Ticket or Registration Sales Terms

No tickets or registrations will be sold for the rental event until:

- The rental contract has been fully executed
- The down payment and first installment of the estimated rental fees have been paid
- Full event publicity details and ticketing information have been provided to the CCAC

The CCAC will retain 8.5% of all ticket sales. The dollar amount will be calculated based on the face value of each ticket or registration sold and it cannot be passed on to customers, as no customer service fees are added to any sales processed by the CCAC. The sole exception to this rule is a Will Call Fee, which is fully retained by the CCAC, for phone and online customers who want tickets held at the box office.

A check for sales, less fees, will be issued to renter within 2 weeks of the completion of the rental. The CCAC is required by the law to report this payment as income and therefore the rental must provide either a SSN (for an individual) or an EIN (for a business) before payment can process.

With timely communication to the CCAC, the renter retains the right to distribute complimentary tickets or registrations and to set prices, discounts, or promotions. **No more than 50% of an event's capacity will be given to renter as complimentary tickets.** The CCAC will never distribute discounted or complimentary tickets or registrations without direct written instruction from the renter. The CCAC, its staff, and its volunteers will be held harmless in the event of error, theft, or Acts of God that result in ticketing or registration losses.

See the CCAC website for full terms and conditions of the box office and online ticketing service.