

Rental Guidelines for The Carroll County Arts Council

1. Rates and Calculation

During the rental inquiry phase, the Technical Director and client will mutually agree on the number of technicians needed for the rental. At least one technician is required to be present for all theater rentals.

**Classroom rentals are only available during regular business hours or in conjunction with a theatre event. Additional fees will apply for classroom rentals outside of normal business hours.*

Rental time estimates calculated on total occupancy time, from the beginning of setup until the client and all affiliates have exited the Arts Center. Staff labor charges are not included in the space rate. Depending on the needs of the client's event, additional fees may apply (see section 7 for details). Anytime outside of the agreed upon estimate time will be reviewed at the end of the rental and charged accordingly. Please see Section 8 for more details.

When reserving a space, clients understand the following terms to avoid overage charges:

- **Arrival time** – When the first person(s) from the rental group arrives. Rental parties are not permitted to enter the space before their scheduled arrival time. **Entering early will result in additional hourly rate charges that are not subject to any discounts.** This includes but not limited to vendors on behalf of the rental group (photographers, videographers, etc) as well as patrons attending the rental group's event.
- **Doors Open or House Open time** – CCAC will open doors to the theatre for typically 30 minutes before the start of the event unless the client specifies otherwise.
- **Start of event** – Time the event is scheduled to start
- **End of event** – Estimated time the event is scheduled to end
- **End time** – Entire rental group has left the Arts Center. This includes but not limited to vendors on behalf of the rental group (photographers, videographers, etc) as well as patrons attending the rental group's event. **Exiting late will result in additional hourly rate charges that are not subject to any discounts.** Rental rates are charged in quarter-hour (15-minutes) increments.

A full day of schedule can be discussed and agreed upon between CCAC and client for each event prior to estimate of charges being sent out.

If you are renting for a theatre production and will be using the theatre consecutively for up to 7 days, you may choose our Tech Week package for a **\$5,000 flat rate**. See Appendix C for more information.

CCAC reserves the right to have the lobby and other unrented portions of the facility in use during your event by CCAC staff, the public, or another rental client. If your event needs additional privacy, please see Appendix D for buyout fee options.

1. Discounts

The following discounts may be applied to the base hourly rental rate only. Discounts will not be applied to overage fees, staff labor fees, ticketing fees, or other additional services. CCAC

reserves the right to determine the client's eligibility for discounts. Non-profit organizations must provide proof of tax-exempt status to be eligible for non-profit discounts when they rent from the Arts Council for the first time. If multiple discounts are applied, the percentages will be cumulative (i.e., A nonprofit organization conducting a high-volume rental may receive a 25% discount).

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

2. Equipment for Rentals

a. For All Rentals

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

b. For Theatre Rentals

- Use of stage, private greenroom, and various stage/technical equipment.
- A minimum of 1 technician trained to operate sound, lighting, and video elements of the theatre is required. This is a separate labor fee.

c. For Classroom Rentals

- Use of classroom with tables and chairs. Use of countertop with sink, multiple whiteboards, and when available, a rolling TV card

3. Reservation Process and Priorities

- a. We prefer that all facility rental requests be submitted through the online form on the CCAC website. We will consider submissions made over the phone and through email but may ask clients to fill out online form as well. 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.
- b. 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 Rental Client. Rental requests for any other non-cultural purposes, including private parties, may require approval by the CCAC Board of Directors.
- c. Rental requests will typically receive a response from a CCAC representative within 1-2 weeks of submission.
- d. 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. Clients that wish to rent the facility and are under 21 years of age must have all documents signed by a co-signer, who must be at or over the age of 21 AND must be present at all times of the rental period.
- e. The CCAC cannot guarantee the availability of a date until a reservation down payment has been received.
- f. A tour of the space, by appointment only, can be arranged in advance of submitting a rental request.

4. Staffing

- a) At least two CCAC staff members (not including technicians) will be present at all times acting as the manager on duty during your rental. These staff members are primarily responsible for building security, customer service, and needs of the Arts Council. All staff members are obligated to enforce rental policies.
- b) The Technical Director has the right to determine how many technicians are required for your event. Technicians are currently charged at a rate of \$20 per hour per person and are required to be present at all theatre rentals. Technicians are required to be on-site 30 minutes before the rental start time and 30 minutes after the rental end time, which will be included in the quote sent to clients. No discounts will apply to labor costs.
- c) For theatre rentals, the included technical staff member(s) may be available to assist with equipment during scheduled rental times. The manager on duty will also provide box office services and ticket sales during your event as needed.
- d) CCAC staff will be present to sell day of tickets. With notice CCAC will schedule Volunteers for handing out programs, scanning tickets, CCAC ran concessions, and other duties as applicable.
- e) Aside from the tasks mentioned above, the Client is responsible for arranging any additional personnel needs, including cleaning the rented space(s) after use. Please refer to our Code of Conduct for details.

5. Gallery Use

- a. 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 to the same discount rules as the base rental rate. The CCAC reserves the right to decline a gallery rental request for any reason.
- b. Additional charges may apply for closing an exhibit to the public for your event. This is at the discretion of CCAC Staff.
- c. All galleries are used for ongoing public art displays and must remain open to the public during normal business hours. Clients may not move, obstruct, or handle any of the displayed artwork. Clients are responsible for any damages or losses to artwork caused by the client 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.

6. Additional Items

The following additional fees may apply depending on the needs and scope of the rental. All fees are subject to change and will be assessed as applicable.

- a) Additional Equipment Use
 - a. Steinway Piano Use (tuning included): \$175 flat fee

- b) Ticketing / Registration (required for CCAC handled tickets): 8.5% of gross ticket sales. Calculated upon completion of the rental.
- c) Custom Alcohol Purchases: Actual cost of items purchased, plus a 10% processing fee. Alcohol must be purchased by CCAC staff. Clients may not bring their own alcohol. Any unopened items remaining at the conclusion of the event will be returned to the client.
- d) Staffing & Technical Support
 - a. Additional Staff: \$40 per hour, per employee. Staffing requirements are determined at the discretion of CCAC.
 - b. Custom Technical Items: Cost of item plus a 20% processing fee. CCAC may custom-order technical items (such as rented backline, gobos, or specialty equipment) if required for the event. All requests must be coordinated through the Technical Director and require a minimum of three (3) months' advance notice.
- e) Time & Condition Overage
 - a. Use Overage: Base hourly rate (**no discounts**). Assessed if rental occupancy extends beyond the contracted time. Overage charges are rounded up to the next quarter hour.
 - i. Example: If the scheduled end time is 10:00 PM and the group exits at 10:10 PM, charges will apply through 10:15 PM.
- f) Cleaning Fee: \$100 per hour. Assessed if rented spaces are not returned in the same condition in which they were found.
- g) Property Damage: Actual cost of repair or replacement. Assessed as needed.

7. Payment

Clients have the option to pay the full cost of the rental in one lump sum or by a payment schedule. Once the contract, guidelines, and the estimate have been signed off on and agreed upon both by the rental client and the Arts Council, payment information will be sent by the billing department. We accept cash, check, most credit and debit cards, Venmo, and PayPal.

If a client chooses, payments can be made according to the following breakdown schedule like the one below. 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
• 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
• Nonrefundable; may be applied to rescheduled rental within 12 months • No ticket sales or publicity will begin until this payment is received (see Section 9)	

Second / Final Payment – balance of estimate	Due: 7 days prior to rental
• Nonrefundable	

Settlement and Final Payment

Within seven (7) days after the conclusion of the rental period, CCAC will issue a settlement statement to the rental client. This statement will itemize any outstanding fees owed to CCAC (including, but not limited to, use overages, cleaning fees, or additional services), as well as any amounts owed to the client from ticket sales, net of applicable processing fees.

The rental client must review and sign the settlement statement to acknowledge and agree to the final amounts due.

- If a balance is owed to CCAC, the signed settlement statement constitutes the client's agreement to remit **payment in full within fourteen (14) business days** of the date of the settlement statement. There will be a 10% penalty fee will be assessed on late overage payments for every seven (7) days past the due date. Late payments may affect the client's ability to rent CCAC facilities in the future.
- If a balance is owed to the client, the signed settlement statement constitutes the client's acknowledgment of the amount to be disbursed. Upon receipt of the signed settlement statement, CCAC will issue payment to the client within fourteen (14) business days.

8. Content and Publicity

- a) The Client 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. CCAC will provide standardized language for any objectional content.
- b) The client is solely responsible for ensuring that all intellectual property used in conjunction with the rental has been properly licensed. CCAC staff can help advise the client 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.
- c) Clients 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.**
- d) 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:

- a. listing on the outdoor neon marquee
- b. listing in the Coming Attractions portion of CCAC website
- c. listing in our bi-weekly email newsletter at least once, depending on CCAC programming.

10) Insurance/Liability

- a. All clients must provide a certificate of liability insurance for \$1 million to cover any injury, loss, or damages caused by the negligence of the clients 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.
- b. The client 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 client 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 client or anyone using the space in connection with a rental event, including damage or loss from handling, theft, or acts of nature.
- c. The client 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.
- d. Client acknowledges that they may store equipment, materials, or personal property on the premises during the rental period. Client agrees that such storage is done at the sole risk of the Client. CCAC does not take custody, control, or care of any property left on site. CCAC is not responsible for, and Client hereby releases CCAC from any and all liability for, any loss, theft, damage, or destruction of Client's property from any cause whatsoever, including fire, water damage, theft, or vandalism.

11) Permits

- a. Raffle: If your event will feature a raffle where patrons will purchase a ticket for a chance to win a prize of personal property (items that are not cash or real estate), your event must submit a standard raffle permit with the Carroll County's Collection Office. A copy of the raffle permit must be submitted to the Arts Council at least two weeks prior to your event.
 - a. Online applications and additional information for raffle permits can be found on the Carroll County Government website under the Department of the Comptroller page.
 - b. 50/50 raffles are permitted in Carroll County, Maryland, but cannot exceed a prize of \$300. Clients must stop guest participation in the 50/50 raffle when the prize limit is reached. 50/50 raffles do require a permit in Carroll County, Maryland.
 - c. Drawings, where a participant doesn't have to purchase anything additional to be entered into a chance to win a prize, are classified differently than a raffle and do not require a permit.
- b. Food: Rentals that wish to provide their own food or concessions are required to submit a temporary food license with the Carroll County Health Department. This requirement for a

permit will not be waived if the food is for sale or given away at no cost to patrons at a reception. A copy of the food permit must be submitted to the Arts Council at least two weeks prior to your event and will be publicly posted during your event.

- a. Online applications and additional information for food permits can be found on the Carroll County Health Department website.
- b. A separate food permit must be submitted for each individual food vendor at your event. COIs (Certificate of Insurance) from caterers and temporary food licenses **are not** the same document, and both must be submitted within two weeks of your event. Please reference Section 10 for more information on insurance and liability.
- c. No permit is required for commercially, pre-packaged, non-potentially hazardous foods such as bottled water, candy, canned/bottled soda, or bagged chips.
- c. Alcohol: If a rental client wishes to provide alcohol to their guests, either free or charge or for sale, **all alcoholic beverages must be served by CCAC staff and/or CCAC provided volunteers**. All sales from alcohol are retained by CCAC. Alcohol service must stop thirty (30) minutes prior to the scheduled end of the event.
 - a. Rental clients are not permitted to provide outside alcohol vendors, bartenders, or servers. Rental clients are also not permitted to sell alcohol with their own concessions, nor permitted to give alcohol to their guests free of charge. Doing so may result in termination of the event.
 - b. Custom Alcohol Purchases: Should a rental client wish to provide a particular brand or type of alcohol for their event, this must be purchased by CCAC on behalf of the client. Providing this service will result in an additional 10% fee. Please see Section 7 for more details. CCAC can provide a list of alcoholic beverages we usually serve at our concession stand at the client's request.

12) Cancellation

- a) If the Client 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.
- b) Violation of the rental guidelines or contract constitutes a forfeiture of all fees paid. Rentals canceled by the CCAC due to client's violation of the agreement will not qualify for refunds or rescheduling.
- c) In the circumstance that the CCAC must, at no fault to the Client, cancel a scheduled rental after executing a contract and accepting payment, the Client will receive a full refund of all fees paid.
- d) In the case of a mutually determined weather cancelation, payments made towards the estimated rental may be rolled over into a rescheduled event at a mutually convenient date. Additional charges may apply.
 - a. Snow Dates: We highly encourage alternative snow dates for rentals booking in December, January, or February. Specific snow dates will not be held in advance without full payment. Booking a snow date for your event will not result in additional fees. Should you not need the snow date, this date will be released immediately for other rentals or programming and will not be charged to the rental group.

13) Refunds for ticket holders

- a. CCAC encourages clients to have all ticket sales for events produced by outside rental clients are processed exclusively through CCAC's ticketing system. CCAC acts solely as ticketing administrator and facility host.
- b. The rental party acknowledges that CCAC's standard policy for its own programming is no refunds, and any deviation from that policy for rental events must be selected from the options below:
 - ☐ No refunds – Standard venue policy. No additional processing fees will apply to the rental party or their event.
 - ☐ Exchanges only – This option is only available if you are producing multiple events over the course of several days (i.e., a theater production with shows on Friday AND Saturday night). Patrons can exchange their tickets for a different event time up to 2 hours before the start of the performance. No refunds will occur if a patron cannot make a new event time. No additional processing fees will apply to the rental party, their event, or patrons.
 - ☐ Refunds available for patrons for any reason – All refund processing fees will be paid by the rental party. These will be calculated and established in the settlement document within 14 business days of the event end.
- c. If the event gets rescheduled because of inclement weather or other acts of God, tickets sold will still be valid for the mutually decided rescheduled date. Should the ticket holder not be able to make the new date, the ticket holder will be eligible for a refund at the cost of the rental party, unless they selected the standard venue policy of no refunds.
- d. Rentals canceled by the CCAC due to Client's violation of the agreement will not qualify for rescheduling ticket options. Tickets purchased are eligible for refunds as to not penalize patrons for client misconduct or event termination. All refund processing fees will be paid by the rental party. These will be calculated and established in the settlement document within 14 business days of the event's scheduled date.
- e. If the client would like to handle their own ticket sales, they must get written approval from the Facilities Coordinator and the Executive Director. If approval is granted, the client will need to sign CCAC's Independent Ticket Sales Addendum. Please ask the Facilities Coordinator for more details.

14) Event Termination

CCAC reserves the right to terminate an Event without refund at any time if:

- The Event is deemed that the activities endanger the health/safety of patrons.
- The Event interferes with or infringes upon the protected rights of others.
- The Event could cause damage to furnishings, equipment, or the facility.
- The nature of the Event has been misrepresented to CCAC at the time this Agreement was signed.

15) Force Majeure

- a) Performance of this Agreement is contingent upon CCAC's ability to perform said service and is subject to labor disputes or strikes, travel restrictions, and acts of God, or any circumstances beyond the reasonable control of CCAC preventing same from performing service. If an Event cannot be hosted due to an unforeseeable cause beyond the reasonable control of either party,

for example, acts of God, epidemic, quarantine, natural catastrophe, governmental acts, changes in laws or regulations, fire, storm, flood, and/or disruption in water or electrical service (“Force Majeure”), the party experiencing the Force Majeure will provide notice to the other party as soon as reasonably practicable.

- b) Neither party shall be liable to fulfill the remainder of the Agreement nor present any “make-up” date unless expressly agreed to by both parties in writing for a mutually convenient future time.
- c) If the Event cannot be held due to circumstances identified in the immediately preceding subsections, then CCAC shall refund to Client all monies that have been paid to date and neither party will have any further obligations to the other party.

16) Indemnification

In consideration for the use of CCAC and its facilities, the Client agrees that:

- It will pay for all damages to any property of CCAC resulting directly or indirectly from the conduct of any member, officer, employee, agent, or guest of the Client or any of its invitees.
- It will hold harmless and indemnify CCAC from and against all liability that may be imposed upon CCAC for any injury to persons or property caused by the Client, or any of the Client’s invitees, or any other person in connection with the Event.
- It is understood that CCAC assumes no responsibility whatever for any property placed in the facility in connection with an Event and that CCAC is hereby expressly released and discharged from all liability for any loss, injury, or damage to persons or property that may occur.

17) Dispute Resolution

In any legal dispute arising under this Agreement, the Parties agree to engage in good faith negotiations, for a period of thirty (30) days prior to initiating formal legal action. If a Party initiates formal legal action, the non-prevailing party shall pay all costs and expenses, including expert witness fees and attorney’s fees, incurred by the prevailing party in resolving such dispute. Failure of either party to insist on strict compliance with any of the terms of this Agreement shall not be deemed a waiver of such terms. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland, without reference to any conflicts of law provisions. Any dispute arising out of this Agreement shall be heard by a Maryland Court located in Carroll County, Maryland.

Appendix A: Food and Beverages

Concession Sales

Theatre rental clients may opt to sell non-alcoholic concessions themselves to the public during the rental period and can retain all profit. If doing so, the Client is responsible for providing all supplies, containers, staff, signs, or additional materials as desired. The CCAC will not provide petty cash or a POS

system. 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 Clients. Please refer to Sections 11 for requirements for food permits.

The CCAC reserves the right to provide concession sales to the public during the rental event if the client chooses not to do so. In this case, all profit will be retained by the CCAC.

Receptions

For classroom and theatre rentals, clients may provide light refreshments for guests for no additional 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. Please refer to Sections 11 for requirements for food permits.

Alcohol

If a rental client wishes to provide alcohol to their guests, either free or charge or for sale, **all alcoholic beverages must be served by CCAC staff and/or CCAC provided volunteers** at the concession stand in the lobby. All proceeds from alcohol sales will be retained by the CCAC.

All alcohol served must be purchased by the CCAC and the total cost will be deducted from the ticket settlement or charged to the Client after the event if the settlement will not cover the expenses.

Rental clients are not permitted to provide outside alcohol vendors, bartenders, or servers. Rental clients are also not permitted to sell alcohol with their own concessions, nor permitted to give alcohol to their guests free of charge. Doing so may result in termination of the event.

In accordance with local laws, servers may not consume alcohol during the entirety of service. Alcohol sales must cease at thirty (30) minutes before event's scheduled end time.

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. Clients assume liability for any injury, damage, or legal issues that could occur as a result of serving alcoholic beverages during the rental period. The rental client or its guests may not bring or consume their own alcoholic beverages on the premises.

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 Client'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
- Customizable ticket link including, but not limited to custom ticket levels and prices, as well as different prices for advance and at-the-door ticket

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 the client within 14 business days from when the signed settlement is returned. The CCAC is required by law to report this payment as income and therefore the rental must provide either an SSN (for an individual) or an EIN (for a business) before payment can be processed.

With timely communication to the CCAC, the client 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 the Client as complimentary tickets.** The CCAC will never distribute discounted or complimentary tickets or registrations or refunds without direct instruction from the client. 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. See Section 13 for refunding options for ticket holders.

Appendix C: Tech Week Package

Package Overview

Organizations renting the CCAC Theatre for a theatrical production may elect to purchase the Theatre Production Week Package for rentals of up to seven (7) consecutive days.

Fee: \$5,000 flat rate. No discounts apply.

The package fee does not include additional charges for cleaning, property damage, staffing overages, equipment rentals, or custom technical needs, which may be assessed after the rental as applicable.

Effective January 1, 2026, ticketing fees are not discounted under this package and will be calculated at an 8.5% processing fee.

Included Services

The Theatre Production Week Package includes:

- Non-exclusive Open Access (defined below in detail)
- One classroom space for storage or rehearsal support, subject to availability
- Waiver of the equipment storage fee for the duration of the contracted week

All other rental policies, technical guidelines, staffing rules, and codes of conduct remain in effect.

Open Access Hours

Rental clients who purchase this package are granted non-exclusive access to designated theatre spaces during CCAC's normal business hours, subject to availability and staff approval. Open access hours are considered 12:00pm-4:00pm and structured rehearsal hours are considered 4:00pm-10:30pm.

Preparation work that needs to continue into structured rehearsal time is permitted, but structured rehearsal time cannot start before 4:00pm without prior approval.

Open Access is limited in scope and intended solely for preparatory work, including but not limited to:

- Scenic construction or load-in, set dressing, set painting, prop work
- Sound cue programming, lighting cue writing, lighting hang and focus, use of ladders or lifts on stage
- Equipment organization and preparation

Open Access does not include:

- Full or partial run-throughs or rehearsals
- Technical rehearsals
- Performances

CCAC reserves the right to determine what activities are permitted during Open Access.

Limitations on Open Access Availability

Open Access is not guaranteed and may be limited or revoked due to conflicting predetermined rentals or CCAC programming, staffing needs, facility maintenance, or safety concerns. Clients will be informed of all potential and confirmed conflicts in advance.

If Open Access is reduced, CCAC may, at its sole discretion, adjust the package fee or date range. Proration is not guaranteed and will only be considered in cases of significant access limitation.

Staffing During Open Access

Technical support is not included during Open Access. Staff may deny or stop any activity deemed unsafe, disruptive, unauthorized, or outside the scope of Open Access at any point during the rental.

Structured Rehearsals & Performances

Structured rehearsal and performance times must be scheduled at the time of booking and **may not extend past 10:30 PM. All members of the rental party must exit the Arts Center by 11:00pm. Exiting late will result in additional hourly rate charges that are not subject to any discounts (see section 1 of guidelines).** Structured rehearsals and performances will include two (2) CCAC staff members on site and two (2) CCAC technicians assigned for the duration of all structured rehearsal and performance times unless stated otherwise. All structured rehearsal and performance times require technicians to be present.

Structured rehearsals are defined as:

- Actor or dance Rehearsals
- Full or partial run-throughs
- Technical rehearsals
- Any rehearsal requiring dedicated technical staffing

Technical staff availability is limited to scheduled structured rehearsal and performance periods only.

Equipment Storage

With the Tech Week Package, all equipment storage fees, including concession storage, are waived. When storing items in shared spaces such as the kitchen, clients must maintain staff access to the space, as well as keep pathways clear for staff access.

Authority & Enforcement

CCAC staff have full authority to interpret and enforce this appendix. Failure to comply with these terms may result in loss of Open Access privileges, additional fees, or termination of the rental agreement. Continued access to the facility is contingent upon compliance with all CCAC policies and staff direction.

Appendix D: Buyout Fees

Shared Use of the Facility

During the rental term, areas of the Carroll Arts Center not expressly included in the rental agreement—including but not limited to the lobby, hallways, classrooms, and other common spaces—may remain

open to CCAC staff, the general public, or other clients. Exclusive use of the entire facility is **not included** in standard rentals.

Venue Buyout Option

If a client requires exclusive use of the Carroll Arts Center, the client may request a **Venue Buyout** for an additional fee. A Venue Buyout closes the facility to the public and other clients for a specified period and may require the cancellation or rescheduling of previously scheduled CCAC programs, classes, or rentals. The buyout fee is intended to offset lost revenue and increased operational costs incurred by CCAC.

Buyout Eligibility & Availability

Venue Buyouts are **not guaranteed** and are subject to the following conditions:

- Buyouts are contingent upon CCAC's ability to reschedule or cancel existing programming and rentals. This may not be possible in all cases.
- Buyouts must be requested **no fewer than six (6) months** prior to the rental date.
- All Venue Buyouts require written approval by the CCAC Executive Director.
- CCAC reserves the sole right to determine whether a buyout can be accommodated.

Buyout Fee Structure

Venue Buyout fees are assessed on a **sliding scale** and determined by CCAC based on operational impact, including but not limited to:

- Lost ticket revenue
- Lost rental income
- Additional staffing requirements
- Administrative and operational costs

The Venue Buyout fee will be **no less than \$3,000 per event**.

Fees, Labor, and Discounts

The Venue Buyout fee applies **only** to facility exclusivity. All other applicable fees—including staffing, technical labor, cleaning, equipment rental, and overtime—are assessed separately and **are not credited toward the buyout fee**. Discounts of any kind do not apply to rentals that include a Venue Buyout.

Scope of Exclusivity

A Venue Buyout grants the client exclusive use of the facility **only for the dates and times specified in the rental agreement**. Access outside the approved buyout period is not included. CCAC staff will remain

on-site as required for operations and safety. CCAC retains the right to access the facility as necessary for emergency, security, or operational purposes.

Enforcement

Failure to adhere to the terms of an approved Venue Buyout may result in additional fees, loss of exclusivity, or termination of the rental agreement. CCAC staff have full authority to interpret and enforce this appendix.