

THE BLACKMON AMPHITHEATRE
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 BLACKMON AMPHITHEATRE. 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 BLACKMON AMPHITHEATRE, Mount Airy, NC for the following date(s).

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

RENTER WILL OCCUPY BLACKMON AMPHITHEATRE 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 TWO THOUSAND DOLLARS (\$2,000) for FOUR (4) HOURS. TWO HUNDRED DOLLARS (\$200) of the base rental fee, A NON-REFUNDABLE DEPOSIT, 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 all additional charges are payable to SAC no less than **FOURTEEN DAYS (14 days)** prior to the date of scheduled rental of the BLACKMON AMPHITHEATRE. 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 INCLUDES THE FOLLOWING:

1. Use of the Blackmon Amphitheatre stage, seating area, and load-in area only.
2. A general neutral wash of light adequate to cover the stage area.

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 Amphitheatre tools, building materials, paint, special backdrops or color filters, etc.
6. Publicity for events. (See additional charges.)
7. Use of any other space in the Amphitheatre including dressing room, backstage area, etc. (See additional charges.)
8. Use of SAC office equipment and supplies.
9. Assistance with ticket sales. (See additional charges.)
10. Use of restrooms in City facilities.

2. CLEANING

The RENTER is responsible for cleaning up all areas of the Blackmon Amphitheatre and grounds following the RENTER'S event, including the dressing room, backstage, stage areas, and any other spaces used by the RENTER. 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 and around the facility. Before leaving the building a representative of the RENTER must check in with SAC's representative to make sure that the building/facility and grounds are in satisfactory condition.

3. HOURLY FEE DURING TIME OF OCCUPANCY

In addition to the base rental fee, a fee of FIFTY DOLLARS (\$50) PER HOUR will be charged to the RENTER for each hour that the RENTER or any representative of the RENTER occupies the Amphitheatre. 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 arrives at the facility and continues until all members of the RENTER'S group or company have left the facility. Anticipated hourly fees must be paid FOURTEEN (14) DAYS in advance of usage. Additional fees for extra time must be paid immediately following RENTER'S event.

4. CANCELLATIONS

If the BASE RENTAL has been paid and the RENTER cancels the scheduled event within FIVE (5) BUSINESS DAYS, the SAC will refund ONE-HALF (1/2) of the Base Rental, less the non-refundable deposit. If the event is not canceled within FIVE (5) 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 INSIDE OR ON THE GROUNDS OF THE FACILITY.
- b. IMMEDIATE REMOVAL OF ALL THE RENTER'S SOUND EQUIPMENT, 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.
- c. NO ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES OF ANY KIND WILL BE TOLERATED ON THE PREMISES UNLESS APPROVED ALCOHOL VENDORS HAVE BEEN APPROVED BY THE SURRY ARTS COUNCIL. IF NOT, 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 Blackmon Amphitheatre and all money paid to the SAC will be forfeited.
- d. 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 Blackmon Amphitheatre 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.
- e. 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.
- f. 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. If the Andy Griffith Playhouse or Earle Theatre is available, the Renter may pay an additional FIVE HUNDRED DOLLARS (\$500) to hold the specified venue for use in the event of bad weather. The renter will pay his full fee for the Blackmon Amphitheatre in addition to this fee.
- b. A fee of ONE HUNDRED DOLLARS (\$100.00) shall be charged for an announcement of the RENTER'S event on the Andy Griffith 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.
- c. MUSIC LICENSING FEES shall be the responsibility of the RENTER. These include but are not limited to all fees to ASCAP, BMI, and/or other music licensing agencies or any licensed music for the RENTER'S event.
- d. 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.
- e. USE OF THE AMPHITHEATRE/PLAYHOUSE SOUND SYSTEM:
The RENTER shall pay the fee of EIGHT HUNDRED DOLLARS (\$800.00) for use of the AMPHITHEATRE SOUND SYSTEM if available. The fee for a sound operator will be an additional TWO HUNDRED DOLLARS (\$200) for the first HOUR and ONE HUNDRED DOLLARS (\$100)/HOUR for each additional HOUR, including set-up time.
- f. 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 TWO HUNDRED AND FIFTY DOLLARS (\$250) will be paid for these specials and an additional fee of ONE HUNDRED DOLLARS (\$100)/HOUR for the lighting operator including all time to set the lights if available.
- g. A fee of TWO HUNDRED DOLLARS (\$200) will be charged for use of SAC chairs for the event.
- h. A handling fee of SIX DOLLARS (\$6) per ticket will be charged by the SAC if tickets are sold online by the SAC for rental events.

THE RENTER MUST MAKE ARRANGEMENTS WITH THE SURRY ARTS COUNCIL EXECUTIVE DIRECTOR FOURTEEN (14) 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			
Hourly Fee			
Marquee/Sign(s)			
Dressing Room			
Ticket Handling Fee			
Sound System/Operator			
Lighting Design/Operator			
Overtime			
10% Product Sales			
Hold AGP			
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: