



Contract #:
Facility:

FACILITY RENTAL AGREEMENT

This Service agreement (this "Agreement") is made as of the _____ day of _____, 2011 by and between the Fountain Inn Center for Visual & Performing Arts for the Visual and Performing Arts ("FICVPA") and _____ (PARTICIPANT).
This contract is valid for 10 days and expires if not signed in that time by both parties.

GENERAL PARTICIPANT INFORMATION		
PARTICIPANT NAME:	RELATIONSHIP TO COMPANY:	PRIMARY CONTACT NAME:
MAILING ADDRESS:	WEBSITE:	PRIMARY CONTACT EMAIL:
	BUSINESS PHONE #:	PRIMARY CONTACT PHONE #1:
	FAX #:	PRIMARY CONTACT PHONE #2:
OPENING DATE OF RENTAL:	OPENING TIME OF RENTAL:	ALTERNATE CONTACT NAME:
CLOSING DATE OF RENTAL:	CLOSING TIME OF RENTAL:	ALTERNATE CONTACT EMAIL:
TITLE OF EVENT:		

SPECIFIC RENTAL INFORMATION & TIMES

(PARTICIPANT AGREES TO THE FOLLOWING TIME AND CONDITIONS)

DATE OF RENTAL	BUILDING OPEN TIME	REHEARSAL/TECH TIME START	PERFORMANCE START TIME	PERFORMANCE END TIME	LOAD/OUT TIME END
FOR FICVPA OFFICE USE ONLY					
Deposit Amt	Date paid	Check #	Receipt #	FICVPA Signature	
Liability Insurance Rec'd (Y/N)		Date Rec'd		FICVPA Signature	
Service Amt	Date paid	Check #	Receipt #	FICVPA Signature	

Amendment to contract and technical rider if applicable:

Both FICVPA and Participant acknowledge this agreement and there exist no verbal or other modifications or other supplements hereto. FICVPA and Participant acknowledge that this agreement includes attachments concerning our agreements and that my signature below extends to these agreements. Furthermore, FICVPA and Participant acknowledge that this agreement cannot be modified except by further writing, executed by both FICVPA and Participant.

SIGNATURES	
WITNESS:	
	Participant: The person listed as the main contact must be the person signing the contract. This person must also attend the event/performance and be available for the consultation and sign-off of the house report at the conclusion of the event/performance. DATE
	Civic Center Representative DATE

For and in consideration of the mutual covenants contained herein, the parties agree as follows:

PERSONAL REPORT OF ACCIDENT

This form should be completed when an accident on-site occurs whether or not emergency workers are called. This report is for our use and should then a copy provided to the City Clerk/Treasurer.

INSTRUCTIONS:

1. Answer all questions to the best of your knowledge. If unable to answer any questions, mark "not known".
2. Give exact time of accident (date, day and hour).
3. Under "Location of Accident" show sufficient information to locate exact scene of the accident.
4. Print or type all names and addresses of all involved. Report must be complete as to exact names.
5. Sign the report in the space provided.
6. Use a sheet of plain paper for witnesses or any other information for which there is insufficient space.

Date of Accident	Day of Week	Hour _____ A.M. _____ P.M
LOCATION: (place where accident occurred)		
DESCRIBE THE EVENT IN DETAIL INCLUDING ANY MACHINERY, EQUIPMENT OR OBJECTS INVOLVED:		
Name of Party Involved		
Address		
City	State	Zip Code
Phone (H)	Phone (C)	e-mail:
Age:	Sex:	Date of Birth:
Describe Nature of Injury and Steps to resolve:		
Signature of FICVPA Representative:		Date:

Article 1. OCCUPANCY

Subject to the terms and conditions set forth herein, Participant shall be entitled to use, on a non-exclusive basis, the space(s) designated on Exhibit A (the "Premises") located in the facility commonly known as the Fountain Inn Center for Visual & Performing Arts for the Visual and Performing Arts, Fountain Inn, South Carolina (the "FICVPA") on the dates designated on the front page of this agreement for the use (as hereinafter defined) of the Premises. FICVPA shall retain the right to control the management of the Premises and the FICVPA shall have unlimited access thereto and the right to enforce this Agreement and all applicable laws, rules, and regulations.

Article 2. PERMITTED USE

1. Use of the Premises. Subject to the terms and conditions set forth herein, the permitted use of the Premises ("Use") shall be limited to such uses necessary or convenient for purposes of receptions, parties, weddings, load-in(s), rehearsals, performances, load-out(s) or therein related by the Participant for the particular events or shows listed on Exhibit A. The use for each Event shall be limited to the dates and times set forth on the front of this Agreement.
2. Vacating Premises. Participant must vacate the Premises at time set forth on the front of this Agreement. Any occupation of the Premises thereafter will be billed at a building use rate of \$75.00 per hour.

Article 3. SERVICES TO BE PROVIDED BY FICVPA TO PARTICIPANT

FICVPA agrees to provide the following services and accommodations ("Services") to Participant:

Use of the Premises as provided in Article 2.

1. Staffing for events. FICVPA shall determine, in its sole discretion, the appropriate number of security and staff personnel necessary for each event. Participant shall pay for any additional necessary staff as outlined in Article 2.
2. Ordinary use of heating/air-condition, and overhead lighting
3. Daily ordinary cleaning of the Premises. For events with more than one day rental or performance on a single day, cleaning will be completed as soon as practical. FICVPA has the right to forbid specific aspects of an event that may result in excessive or unusual maintenance needs or other costs for facility wear and tear.
4. All other services as required by the Technical Rider for the event. If these additional services are NOT covered in basic rental, Participant agrees to pay for these additional services.

Article 4. DEPOSIT, SERVICE FEE, ADDITIONAL COST

1. Deposit. Participant shall pay to FICVPA, at the execution hereof, a deposit in the amount set forth on the Estimated Cost Sheet, attached hereto as Exhibit B (the "Deposit"), which shall serve as a security deposit for any potential or actual facility damage. This deposit shall be non-refundable as outlined in Article 6.
2. Rental Fee. Participant shall pay to FICVPA a rental fee as set forth on the Estimated Cost Sheet, attached hereto as Exhibit B (the "Rental Fee").
3. Service Fee. Participant shall pay a Service Fee in the amount set forth on Exhibit B for the services provided herein.
4. Additional Cost. Participant shall pay any and all additional costs in the amount set forth on Exhibit B for any additional costs incurred for rental of additional equipment, penalties, or needs.

Article 5. EVENT APPROVAL

Participant warrants that it has fully disclosed all aspects and characteristics of the Event(s) covered by this Agreement. FICVPA shall have the right, in its sole discretion, to cancel an Event or prohibit any portion thereof if any aspect or characteristic of the Event is different from that which Participant has disclosed.

Article 6. CANCELLATION OF EVENT/TERMINATION OF AGREEMENT/DEPOSIT REFUNDABILITY

1. Cancellation of Event(s). Written notification is the only acceptable means of Event cancellation. If the Events are cancelled, this Agreement shall terminate and be void, and the parties shall have no further obligations hereunder, other than payment of monies owed pursuant to this Agreement, including any reimbursable expenses, indemnified expenses and damages provided for here.
2. Damages & Disposition of Deposit upon Cancellation. FICVPA shall be entitled to retain the full or partial Deposit as outlined below for any reason other than wrongful termination by FICVPA:
 - a. 100% retained if cancellation received 14 days prior to Event
 - b. 50% retained if cancellation received 15 – 30 days prior to Event
 - c. 0% retained if cancellation received 31 or more days prior to Event.
3. Participant agrees that any such amount will be retained as liquidation damages and not as a penalty and that such amount represents a genuine pre-estimate of the minimum amount of damages that FICVPA would suffer as a result of such cancellation. Participant further agrees (in addition to any liquidated damages) to pay FICVPA for any reimbursable expenses incurred by FICVPA in connection with the cancelled Event (for any reason) immediately upon presentation by FICVPA to Participant of final Settlement documentation. The rights of FICVPA set forth herein are without prejudice to any other rights or remedies which FICVPA may be entitled in law or equity.
4. Public Safety and Credit. Notwithstanding anything to the contrary herein, FICVPA shall have the right, without liability to Participant, to cause an interruption or cancellation of any Event when FICVPA determines, in its sole discretion, that (i) such interruption or termination is necessary in the interest of public safety or (ii) Participant has insufficient credit or capital to produce the Event(s) or otherwise perform its obligations hereunder.

Article 7. INSURANCE

Participant agrees to provide comprehensive general liability insurance including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provide by FICVPA and/or its employees, officers, directors, successors, contractors and agents. Such liability insurance combined with single limit for bodily injury and property damages shall be in full force and effect at all times during the Event dates and times indicated in this Agreement, including all load-in and load-out time. FICVPA shall be listed as an additional insured under such insurance and shall be indicated as such on the pertinent certificate of insurance, which shall be furnished by Participant to FICVPA at least fourteen (14) days prior to the Event(s). The insurance shall contain a provision that coverage afforded under the policy cannot be cancelled or not renewed until ten days after the Event. Participant also agrees to carry worker's compensation insurance in at least the minimum limits as required by law and shall, prior to date of the Event(s), supply such a copy of the certificate to FICVPA. FICVPA's failure to request or review such insurance certificate shall not affect FICVPA's right or Participant's obligations hereunder. Participant warrants that it, he or she has complete and adequate public liability insurance. FICVPA shall not be responsible for any loss or damage to the property of Participant of that Participant's employees, officers, directors, successors, contractors or agents.

Article 8. INDEMNIFICATION

1. Intellectual Property. Participant hereby assumes all costs and liability arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes and/or dramatic rights used by or incorporated in each Event covered by this Agreement. Participant shall

defend, indemnify and hold harmless FICVPA, and the trustees, officers, employees, contractors, representatives and agents of FICVPA from and against any and all claims, suits, sanctions, liabilities and expenses (including, without limitation, reasonable attorneys' and experts' fees) arising from any unauthorized use or allegation of unauthorized use of any of the forgoing intellectual property, and FICVPA shall have the right to control the defense of any such claim or suit.

2. Damage and Injury. Participant hereby assumes all costs and liability arising from any injury to any person (including death) and/or damage to property occurring in the course of, or as a result of, the use of unauthorized use of the Premises of the FICVPA by participant, provided such damages or injuries are not the result of the sole negligence of FICVPA. Participant agrees to defend, indemnify and hold harmless FICVPA, and trustees, officers, employees, contractor's representatives, and agents of FICVPA, from and against any and all claims, suits, actions, liabilities, and expense (including, without limitation, reasonable attorney's and experts' fees) arising from such damage an/or injury, and FICVPA shall have the right to control the defense of any such claim or suit.
3. Survival. The Article shall survive expiration or termination of their Agreement for any reason.

Article 9. CONCESSIONS, MERCHANDISE and CATERING

1. Concessions. FICVPA will designate concession stand location(s) for concessions. Dry goods and drinks only are allowed inside the main hallway. Only bottled water is allowed in the Auditorium.
2. Merchandise. FICVPA will designate stand location(s) for the sale of merchandise.
3. Reception/Catering. FICVPA will designate rooms for catering or receptions and Participant agrees to pay for additional facilities as deemed necessary at a separate rate.

Article 10. TECHNICAL REQUIREMENTS

1. FICVPA will provide a staff member to open and close the facilitie(s) and remain on-site for emergency. FICVPA further agrees to provide a sound/lighting technician for all auditorium rentals in eight(8) hours increments. Participant agrees to pay additional fees for additional time needed as outlined in Technical Rider.
2. Participant agrees to all terms, conditions and technical requirements as outlined in the Technical Rider Exhibit C.

Article 11. ALCOHOL & TOBACCO POLICY

Participant understands that FICVPA facilities are all tobacco free environments.

Participant understands and agrees to Alcohol Policy as outlined in the Technical Rider.

ESTIMATED COST SHEET

EXHIBIT B: FACILITY USE/AGREEMENT

Facility Deposit	Amount	Non-profit rate	Quantity	Sub-total
Auditorium (includes Green Room)	\$300			
Banquet Hall	\$200			
Lower Level Meeting Room	\$ 75			
Green Room	\$150			
Facility All Day Rate				
Auditorium (includes Green Room)	\$600	\$400		
Banquet Hall	\$350	\$300		
Lower Level Meeting Room	\$ 75	\$ 75		
Green Room	\$150	\$150		
Traveling Show (Auditorium & Green Room)	\$1250	N/A		
Box Office Fee (for traveling shows only)	\$1.50/tkt	N/A		
Facility Hourly Rate (2hr MINIMUM)				
Auditorium (includes Green Room)	\$ 100	\$ 100		
Banquet Hall	\$ 75	\$ 75		
Lower Level Meeting Room	\$ 25	\$ 25		
Green Room	\$ 25	\$ 25		
OPEN & CLOSE AFTER NORMAL HOURS				
Personnel hours	\$50/hour	\$50/hour		
SOUND/LIGHTING TECHNICIANS OR STAGEHANDS				
Personnel (first 5 hours)	\$75/5 hr	\$75/5 hr		
Add'l Personnel (additional hours)	\$25/hr	\$25/hr		
Stagehand(per person rate)	\$15/hr	\$15/hr		
ADDITIONAL EQUIPMENT/SERVICES (please list)				
Projector/Screen/DVD Player	\$10/hr	\$10/hr		
Digital Clavinova	\$25/hr	\$25/hr		
Scrim	\$200/rental	\$200/rental		
Cyc	\$200/rental	\$200/rental		
Fog Machine	\$40/rental	\$40/rental		
Deposit for Wireless/Lavaliere Microphones	\$250/MIC	\$250/MIC		
TOTAL CHARGES				
				Less Discount
				Amount Paid at Agreement Signing
Balance Due				
Due Date				

Please make checks payable to **The Fountain Inn Center for Visual & Performing Arts**. NSF checks will result in a \$35 fee to cover our bank costs and will not serve as a guarantee to hold your date. All fees, once remitted, are non-refundable. A fee of 10% will be added to all late payments at every stage of the contract.

FICVPA CANCELLATION INFORMATION				
Cancellation Request Rec'd (Y/N)		Date Rec'd		FICVPA Signature
Amt. Refundable	Date paid	Check #	Date mailed	FICVPA Signature

Expected Rental conditions: This contract is valid for 10 days and expires if not signed in that time by both parties.

TECHNICAL RIDER

FAMILY FRIENDLY: Is the event suitable for all members of a family? ___YES___ NO

This event coincides with another production. ___YES___ NO

If yes, What: _____

The following support will be provided as a part of the rental agreement. Other requests are negotiable for additional fees. Please initial each item after reading.

_____**Tech Meeting:** A walk-through of the theatre and on-site tech meeting is required 4 weeks prior to each performance. The performance date is not guaranteed until the tech meeting has taken place and been documented. The performance will be cancelled without refund if tech meeting is neglected. Your design staff, producer and stage manager must be present. Please contact the Technical Manager to set up this meeting one month prior to your production: *Anita Sleeman* (fire.rep@fountaininn.org) **IMPORTANT:** The technical meeting is designed to discuss the logistics of your production (lighting, sound, staging, etc.) and to evaluate our ability to assist you with your needs. Set-up will NOT be done prior to your scheduled load-in. Please schedule your production accordingly.

_____**General Facility Rules:**

1. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities on the premises shall be kept unobstructed by Participant and shall not be used by Participant for any purpose other than ingress and egress to and from Premises.
2. Participant agrees not to bring onto the Premises any material, substance, equipment or object that, in FICVPA's sole judgment is likely to or may endanger life or cause bodily injury.
3. Participant shall not injure, mar, or in any manner deface the Premises or any equipment or other personal property located therein. Participant shall pay for the repair or replacement of all such property so damaged.
4. Participant shall comply with all applicable federal, state, and local laws, rules regulations and ordinances.
5. NO signs are to be placed on the premises. We have EVENT signs that we will put out with your name on them. (i.e. YOUR NAME Event Parking)
6. NO balloons should be affixed to any signs EXCEPT the EVENT signs that the Civic Center provides.
7. Fog machines may be used but MUST be approved prior to your event. Our Fire Alarm system must be disabled in order to run fog machines.
8. ALL trash must be placed in the dumpster at the back of the Banquet Hall and replacement bags put back into the trash cans.
9. Facility MUST be returned to the original condition in order to receive deposit back within 2 weeks of the rental.
10. Alcohol is permitted but a permit issued by the City of Fountain Inn MUST be approved prior to your event (see permit and policy attached)

_____**Set:** The Civic Center Technical Manager must approve of the set design you will use for your production or event. Please bring set designs to the technical meeting. If your production consists of more than one performance over 2 or more days, we require the main stage area, dressing rooms and house to remain clear between performances to allow for use by other renters of the space. Sets must be collapsible and easily stored unless otherwise approved by the Technical Manager or if rental period does not include the time period.

_____ **Fire Exits:** The auditorium capacity load is 500 and the Banquet Hall capacity load is 250. The Fountain Inn Fire Department can be reached at (862-0010).

1. At no time shall any fire exit be blocked with any equipment or materials. Failure to adhere to this mandate will result in a \$50 fine for each infraction.
2. Open flames are NOT allowed at any time or any where inside the auditorium. Candles are permitted in the Banquet Hall but must be enclosed in an appropriate holder.
3. Folding chairs are not allowed at any time in the aisles of the auditorium.
4. Folding tables and chairs will be provided in the Banquet Hall when available.
5. Smoking is NOT allowed anywhere on the FICVPA facility.
6. Fire extinguishers are located at exit doors and in the kitchen of the Banquet Hall.
7. All doors have appropriate "EXIT" signs and must remain unobstructed from view.
8. Fire evacuation plans are located at emergency doors and have been provided to Participant.

_____ **The Civic Center will provide the following technical assistance:** A technician will be available at standard rate for up to eight hours per day. Any extra performance, load-in/out time and/or tech rehearsals will be billed separately. Set-up includes:

- Opening and coordinating a walk-through check with client of the facility prior to the Event.
- Closing and coordinating a final walk-through check of the facility with the client at the end of the Event.
- Checking necessary bathrooms for readiness for the event.
- Turning on and checking house lights and thermostat.
- Running the light board or audio board for the performance. Techs cannot run both lights and sound on all productions, this will be determined at the tech meeting and you may have to pay for additional techs at a rate of \$15/hour.
- Setting up and striking basic sound equipment, including monitors, microphones, and other sound systems. There may be additional charges if the amount of sound set up requires more than our basic setup.
- Strike must be completed one hour after the performance ends. Participant will be charged \$40/hr for additional time required for the strike. (\$60/hr over eight hours.)

_____ **Volunteer Ushers / House Management**

Renter/performer is required to provide two (2) front-of-house liaison/ushers to help welcome your guests and assure a smooth start and run of your performance. They will work in conjunction with the Civic Center Tech on duty.

_____ **The Civic Center will provide the following House Managing duties:**

- Coordinating the accessible seating arrangements.
- Oversight of ushers and other front-of-house volunteers.
- If a ticketed event – the completion of house report, pre-performance and post-performance walk-through, to be signed off by your main contact at the conclusion of your performance.

_____ **Dressing Rooms:** Performers are responsible for cleaning the dressing room, bathrooms and backstage area after each performance. **Smoking is strictly prohibited in this building.** The Civic Center will not be held responsible for lost or stolen items – please secure any valuables. Participant responsibilities include:

- Throwing trash away in respective trash containers. All trash from food consumption must be removed promptly (any pest problems resulting from negligence in this area will be considered the responsibility of the Participant). **No food can be left overnight in the theater for any reason.**
- Clearing all counter space of make-up and costume materials.
- Hanging up and putting away of all props and costumes. This includes ironing boards and sewing materials.
- Cleaning out sinks of any paint or make-up debris.
- Clearing of floors – removal or orderly storage of all props and costumes.

Strike: If a production spans more than one performance slot, the dressing rooms and stage must be cleared and cleaned after each performance, as other groups may be using the space. An hourly cleaning fee (\$25/hour) will be charged the Participant if areas are left untidy.

- At the end of the rental term the Participant will be responsible for removing any prop, costume or set materials from the premises.
- Participants must make special arrangements for waste removal related to set, prop or costume disposal.
- The Participant has until the end of the agreed rental time to strike the set, sound equipment, costumes or anything else brought into the space.
- The Participant is responsible for providing adequate staff to make sure the entire facility is returned completely to its prior condition as well as cleaning the stage and dressing rooms.
- The FICVPA Technician will oversee the strike and is responsible for restoring the house lighting plot and sound equipment back to its original position. Participants will be charged \$40/hr. for any extra time required to restore the theater beyond the contracted end time.

Space Use Guidelines: In order to preserve the lobby and house for the safety and comfort of the audience, we ask that artists and staff observe the following guidelines.

- No food or beverages inside the theater, except bottled water. Eating and drinking is allowed in the lobby or outside the building.
- Construction and/or painting may only take place on the stage or outside the building and Participant must use appropriate precautions to ensure there is no damage done.
- Theater seats may only be used for sitting or placing light objects (jackets, scarves, etc.) upon. Please do not sit on seat armrests or seats folded in the up position, or put legs or feet on seatbacks.
- Do not sit, lean or climb upon the wood safety railing on either side of the stage or backstage.
- Do not allow younger artists to run through the theater.
- Perimeter doors must remain closed and locked unless you are currently loading in or have a representative in the lobby to ensure that no unauthorized personnel enter the building at these points. This is for the safety of other building tenants, as well as your artists and their belongings.
- Do not thumb-tack, tape or staple anything to the walls in the theater, the stage, lobby or dressing rooms. If you have a need to post something, please see the theatre technician for assistance.
- Do not write upon, or apply make-up or lipstick to, the walls of the facility.

Damages to FICVPA Property:

- A walk-through of the facility including backstage and theatre area is done before and after each performance. Participant is responsible for any damage to the facility during performance.
- All Participants must provide a damage deposit that will be returned by mail upon completion of a final walkthrough after final strike if no damage is found.

Proof of Insurance: All Participants must show proof of adequate liability insurance with FICVPA named as additional insured. Insurance must cover all time contracted in theater including tech, load-in, rehearsals and performances. Failure to provide the FICVPA with proof of insurance will result in cancellation of our contract with no refund of deposit. Proof of insurance must be received at least 2 weeks before the first performance.

Video Recording: To guarantee safe emergency exit routes during all performances and maintain unobstructed sight lines for our audience members, audio or video recording from Theater aisles or aisle seats will not be permitted by our house managers. If you believe your audiences would appreciate recordings of your performance, you are welcome to record your performances and make those recordings available to audience members after your performance, subject to copyright or other laws, with which it is your responsibility to comply. Such a request should be brought to the attention of Technical Manager during your scheduled technical meeting prior to your event, and Center technical staff will assist you in establishing a video or audio recording position in an area of the Theater that does not obstruct exit routes or sightlines.

On-Site Publicity: The FICVPA provides multiple opportunities for promotion of your show or event via banner placement, newsletter promotion and posters. In order to preserve the integrity of the historic venue,

banners and other propaganda cannot be posted on or around the building without prior approval of the FICVPA staff. Signage artwork and display method must be approved at least 3 weeks prior to load-in and must include the appropriate FICVPA logo. Any materials posted without this approval will be removed.

_____ **Publicity:** Participant/performer is responsible for publicizing event. **All publicity material, ads and flyers must be submitted for approval by the FICVPA before distribution and must include the appropriate FICVPA logo.**

_____ **Program Acknowledgements:** Programs designed and printed by the client will include the staff and funder acknowledgements below, which must be confirmed and approved prior to publication.

Fountain Inn Center for Visual & Performing Arts for the Visual and Performing Arts Staff

Civic Center Director Van Broad
Asst. Civic Center Director/Technical Director Anita Sleeman
Administrative Assistant Elaine Ratchford
Director of Volunteer Services Dee Dee Bagwell
Technicians Whitney Snead & Matt Polowczuk

The Fountain Inn Center for Visual & Performing Arts for the Visual and Performing Arts is owned and operated by the City of Fountain Inn.

_____ **Ticketing: Participant is responsible for all ticketing unless Participant selects to employ the FICVPA Box Office Staff and system for their event.**

- Permanent seats number 485. By changing the configuration of the pit cover **CURRENTLY NOT AVAILABLE**(in advance, and subject to a possible additional fee) this number can be boosted to 510.
- "Standing room" tickets are not permitted.
- Ticket sales should be controlled in accordance with these parameters.
- The FICVPA can provide Box Office Services which must be arranged and paid for separately. Participant must acquire an agreement from the Booking Manager.
- Participant is responsible for providing to our Tech Manager, a count of all advance sale, door sale and complementary tickets at the time of each performance.
- The FICVPA reserves the right to 6 (six) complimentary tickets per performance to be used at the discretion of the theatre. In addition to pre-reserved comp tickets, the FICVPA reserves the right to bring selected guests into public performances on a case-by-case basis. The FICVPA uses such visits (which will not come at the expense of sellable inventory, except by prior arrangement) to encourage community support for the FICVPA, its tenants, users and programs.

_____ **Theater Improvement Fund:** The FICVPA will assess a charge of \$100 for up to 200 event attendees and \$200 for over 200 event attendees - regardless of ticket price and including comps - which is used to provide improvements to the facility for both Participants and audience members. **We suggest that Participants make the audience aware of this as an addition to your ticket price, letting them know that they are directly helping to improve the facility.** Participant is responsible for providing to our House Manager a count of all advance sales, door sales and complementary tickets at the time of each performance. In the event such a count is not provided, the Center will calculate the Theater Support Fund fee for the event as if all 485 seats were filled.

_____ **Pre-recorded Emergency Exit Announcement:** State Law requires all facilities that host ticketed events for live entertainment make an announcement of the availability of emergency exits prior to the beginning of the live entertainment. The FICVPA House Technician will play a pre-recorded welcome announcement covering the above-mentioned law as well as a reminder to turn off cell phones before every performance.

_____ **Receptions/Banquets:** If a reception is held in the facility without prior notice or approval the Participant will be billed \$150 per performance for cleaning. Food must be kept out of the auditorium and the Participant will provide volunteer staff to enforce this limitation.

_____ **Parking:** The FICVPA has available parking for Participants in the large parking lot behind the library. No parking is permitted at anytime in the circle in front of the FICVPA.

_____ **Urgent-Need Phone Numbers:** In the case of a Police/Fire/Medical emergency, please call 911. During rental times Participant will be provided with a card listing the order of contact in case of emergency.

TECHNICAL REQUIREMENTS RIDER

Performance /Event Name: _____

Performance Logistics:

The backstage areas can accommodate roughly 15-20 people. If extra space is needed for dressing room, green room or for warm-up, use of our Banquet Hall can be arranged with the Civic Center Booking Manager for an additional fee.

Lighting:

The theater is equipped with an ETC SmartFade. The General theater light plot is available by request. Additional instruments are available to rent for an extra charge. Set up and Strike happens during Rehearsal/Tech hours. Installation of boom lights, gobos, fog machines, etc will incur additional tech time.**

Follow Spot:

Use of the theater's follow spot is NOT included in your rental. The Participant can request it for an additional tech fee.**

Sound:

Indicate how much sound reinforcement you need in terms of microphones and stands. FICVPA will provide our standard sound plot by request any additional equipment required will be an additional tech fee.**

Digital Piano:

The theater is equipped with a digital piano only and it remains in the pit. The Participant may ask to have it placed on stage but this must be arranged at the tech meeting and will incur additional tech fee.

Video Projector:

The theater has a video projector available for rental. Video is typically projected onto the screen located downstage. You may provide your own screen if you prefer. Use of the video equipment will incur an additional tech fee.

Floor:

The theater floor is original hardwood planking. Participants are NOT permitted to mark or permanently affix anything to the stage deck. Only Gaffe tape permitted at renter's expense.

Set:

Sets may be loaded into the theater for event provided they meet the requirements set out in the rental agreement. **Set designs must be submitted and approved by the Technical Director.**

Pit Cover / Stage Extension / Extra Seating / Pit Floor/Cyc and Scrim Curtains:

The orchestra pit cover is not available at this time. Extra seating can be provided in the pit if arranged in advance at an extra fee. Cyc and Scrim may be used for an additional fee. The Participant assumes all liability of potential damages.

Fog Machines:

Fog machines are allowed but MUST have prior approval. Our FIRE ALARM system must be deactivated in order to use fog machines. (not supplied by FICVPA)

Number of performers: ()
 Length of performance: ()
 Intermission: Y / N
 How many performances? ()
 Do you need additional space? Y / N

Do you anticipate any lighting needs beyond the general theater light plot? Y / N
 (If so, the lighting design must be submitted and approved at the Tech Meeting.)

Will you be using the follow spot? Y / N

Number of wired microphones required: ()
 Number of microphone stands planned: ()
 Will you be providing your own mics and stands? ()

Will you be using the piano? Y / N

Does your event require a projector? Y / N

Do you plan to rent our projector? Y / N

Will you be bringing a screen? Y / N

Will your production involve a set? Y / N

When will drawings be available? Y / N

PIT extra seating? Y / N

Will you be using a fog machine Y / N

Emergency Procedures for Theater Occupants

This sheet is intended to promote the safety of you and your colleagues should an emergency occur while you occupy our theater.

The Civic Center is continually monitored for the safety of its occupants and our staff is trained to respond to emergency situations.

In the event of fire, medical emergency, suspicious objects, civil disturbances or power loss, notify our house manager or house technician as soon as possible.

1. Please take a moment to familiarize yourself and your colleagues with the following:

Emergency Exits	Evacuation Areas
Stage right out to parking lot on front of Civic Center	Theater stage area: Front of stage to theatre right side to Civic Center parking lot
Stage left downstairs through exit to backyard	Theater audience chamber: Lawn area at front of building
Stage left dressing room , through front to exit to courtyard	Theater lobby: Lawn area at front of center
Through lobby to front lawn	

In the Event of Evacuation (fire, etc.):

- Listen for instructions from Civic Center staff.
- If you are directed to evacuate the building, or hear no direction, evacuate the building via your nearest available emergency exit, proceeding to the nearest available Evacuation Area
- If you are able, assist disabled or injured persons to evacuate as well

EMERGENCY NUMBERS

- **Technicians:**
 - Whitney Snead (864) 354-7221
 - Matt Polowczuk (864) 915-8540
- **Assistant Civic Center Director:**
 - Anita Sleeman -[Cell] (864)380-6934 [H] (864)963-3804
- **Civic Center Director:**
 - Van Broad - [Cell] (864)505-8288 [H] (864)862-0245
- **Civic Center Administrative Assistant:**
 - Elaine Ratchford -[Cell] (864)505-9245 [H](864)907-3054
- **Fountain Inn Police Department: (864) 862-4461**

Please call in the order listed (top to bottom) if you have any emergency prior to your arrival or the start of your rental.



City of Fountain Inn

Alcohol Event Policy

P-2009-001

PURPOSE: The Code of Ordinances of the City of Fountain Inn allows the possession of intoxicating beverages (as defined in the Code of Ordinances in Sec. 4-1) at the Civic Center Complex, Fountain Inn Commerce Park and Historical Center Complex, Fountain Inn Activities Center and Fountain Inn Natural Gas. Therefore, the City Council deems that it is appropriate and advisable to adopt a policy that governs the circumstances during which possession of intoxicating beverages may be permitted. The purpose of this policy is to set forth the rules and regulations and the requirements for obtaining a permit for events during which intoxicating beverages may be served.

POLICY: The following policy is hereby adopted by the City Council of the City of Fountain Inn concerning the possession and service of intoxicating beverages at the Civic Center Complex, Fountain Inn Commerce Park and Historical Center Complex, Fountain Inn Activities Center and Fountain Inn Natural Gas.

1. The service of intoxicating beverages is permitted ***only*** at the Civic Center Complex, Fountain Inn Commerce Park and Historical Center Complex, Fountain Inn Activities Center or Fountain Inn Natural Gas by an event sponsor who has first obtained a permit from the City. Such beverages may not be sold at these facilities under any circumstances.

2. RULES: The following rules shall also apply to any permitted event:
- (a) The event sponsor who has obtained a written permit to serve intoxicating beverages shall provide all intoxicating beverages to be served during the event. Participants are not allowed to provide his/her beverages. No "BYOB" event shall be allowed. Anyone other than the event sponsor is strictly forbidden from bringing an intoxicating beverage to any City facility.
 - (b) Intoxicating beverages may be consumed only in the approved area designated on the event permit for a period not to exceed 4 hours in length.
 - (c) Intoxicating beverages may not be taken outside of the facility boundaries; they may be served and possessed only at the facility.
 - (d) Non-alcoholic beverages and snacks/food must be available at all functions when intoxicating beverages are being served.
 - (e) The service of intoxicating beverages must cease a minimum of 30 minutes before the scheduled end of the event.
 - (f) No trucks engaged in the delivery of intoxicating beverages will be allowed to remain at the event facility during an event. Delivery trucks may be parked at the event facility only to load and unload after which they must be moved.
 - (g) While intoxication is strictly forbidden, nevertheless, event sponsors must provide transportation for an attendee who has become intoxicated or is otherwise unable to drive.
3. The event sponsor shall first obtain a written permit for the service of intoxicating beverages from the City Administrator or his designee. All permit applications shall be accompanied by an insurance policy (or an insurance binder) naming the City of Fountain Inn as an additional insured, unless insurance is not required, depending upon the classification of the event. The policy must be a general liability policy providing full insurance coverage for all potential liability for the proposed event.
4. The application for an event shall be signed by the applicant, and shall include but not be limited to the following:
- (a) The name, address and telephone number of the person seeking to conduct the event;
 - (b) The name, address and telephone number of the headquarters of the organization, and of the authorized and responsible head of such organization (if applicable);
 - (c) The date of the proposed event;
 - (d) The approximate number of persons participating or attending the event;
 - (e) The time when the event will start and terminate;

- (f) The identity of the individuals or entity that will benefit from the event and whether revenue is anticipated to be generated by the activity.
 - (g) A description of food and beverages to be served; and
 - (h) The provisions that will be made to insure security and compliance with the City Ordinances, Rules and Regulations.
5. The event sponsor shall also sign an indemnity agreement, agreeing to indemnify the City against all liability.
6. The event sponsor must obtain any required permits/licenses for the service of intoxicating beverages at an event that are required by state or federal law. In addition, the event sponsor shall insure strict adherence to City Ordinances, Rules and Regulations and federal and state laws during an event. The individual requesting an event permit must provide proof that he/she is at least 21 years of age.
7. Events shall be classified as follows:
- (a) Class I: "Wine & Cheese" An event characterized as:
 - (1) Only wine and/or beer are served.
 - (2) The maximum number of participants is 25.
 - (3) Attendance at the event is by invitation only and is not open to the public.
 - (4) Service of wine and/or beer is merely incidental to the main focus of the event.
 - (5) The event will last no more than 1 ½ hours or wine or beer will be served for no more than 1 ½ hours.
 - (b) Class II: "Business After Hours" An event characterized as:
 - (1) Only wine and/or beer are served.
 - (2) The maximum number of participants is 50.
 - (3) While the event is open to the public, generally those attending have been invited to attend.
 - (4) The event will last no more than 2 hours or wine or beer will be served for no more than 2 hours.
 - (c) Class III: "Party" or "Wedding" An event characterized as:
 - (1) A variety of intoxicating beverages are served.
 - (2) The number of participants may exceed 50.

- (3) The event is open to the public and/or by special invitation.
- (4) The event will last more than 2 hours or intoxicating beverages will be served for more than 2 hours (but in no event more than 4 hours).

The event will be classified as the class for which the event meets all the specifications. For example, even if the proposed event may be customarily characterized as a “wine and cheese” party, if the event sponsor believes that more than 25 (but less than 50) people will attend, the event must be classified as a Class II event.

8. Based upon the classification of the event as set forth herein, the following shall apply:

(a) Class I:

- (1) The event sponsor must designate 1 (or more) persons who shall not consume intoxicating beverages during the event. This person shall see that all of the conditions of the event permit are complied with and must be over the age of 21.
- (2) Insurance is not required.

(b) Class II: In addition to meeting the requirements of a Class I event, Class II events shall meet the following additional requirements:

- (1) Designate 3 (or more) persons who shall not consume intoxicating beverages during the event.
- (2) Designate 1 or more persons over the age of 21 who shall be responsible for serving intoxicating beverages. This person may not consume an intoxicating beverage during the event. While this person does not have to have received training, this person (or persons) must be knowledgeable of the laws concerning the service and consumption of intoxicating beverages.
- (3) Have security person present or designate at least 1 person who shall act as a “sergeant at arms” during the event. This person shall also not consume an intoxicating beverage during the event. The event sponsor may arrange to have a City Police Officer attend the event to satisfy this requirement.
- (4) Provide a general liability insurance policy meeting the requirements set forth hereinabove in an amount of not less than \$100,000.00.

(c) Class III: In addition to meeting the requirements of a Class II event, Class III events shall meet the following additional requirements:

- (1) Designate 5 (or more) persons who shall not consume intoxicating beverages during the event.
- (2) Provide a bartender who shall be responsible for serving all intoxicating beverages. In order to meet this requirement, the bartender must have

been formally trained as a bartender or be employed as a full time bartender.

- (3) Provide a general liability insurance policy meeting the requirements set forth hereinabove in an amount of not less than \$500,000.00.
- (4) The event sponsor must arrange to have a City Police Officer attend the event. In the event that more than 100 people are anticipated to attend, additional Police Officers must attend, one (1) for every fifty (50) persons over 100. This means that if 101 to 149 people are expected to attend, there must be at least two Police Officers present. If 151 to 199 people attend, three officers must attend (and so on).

9. Notwithstanding any of the specific requirements set forth herein, the City Administrator or his designee may set or impose stricter requirements depending upon the circumstances of the proposed event.

10. The City Administrator or his designee may authorize the use of the Civic Center Complex, Fountain Inn Commerce Park and Historical Center Complex, Fountain Inn Activities Center or Fountain Inn Natural Gas for events during which intoxicating beverages may be served in accordance with this policy. The City Administrator (or designee) shall authorize only those events where the number of invitees is appropriately limited for the size of the facility; where there are adequate safeguards against public intoxication, service of alcohol to minors, service to persons under the influence of intoxicants, or service to members of the general public who are not participants in the event; and appropriate time limits for the service of such intoxicating beverages are set. In administering this policy or any other City policy or Ordinance concerning the service or possession of intoxicating beverages, the City Administrator shall have broad discretion to regulate the conditions of service, including the authority to restrict the types of beverages to be served.

11. STANDARDS FOR THE ISSUANCE OF AN ALCOHOL EVENT PERMIT: The City Administrator or his designee shall issue an event permit authorizing the service of intoxicating beverages when he finds that:

- (a) The proposed activity or use of the public facility will not unreasonably interfere with or detract from the general public enjoyment or use of the facility or other public property;
- (b) The proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation, or the uses authorized for the facility being requested;
- (c) The proposed activity or use is not likely to result in violence, crime or disorderly conduct;
- (d) The proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the city;

- (e) The facilities desired have not been reserved for other use at the day and hour required in the application;
- (f) If the use of beverages containing alcohol is permitted, then the service, consumption, and possession will not likely contribute to public intoxication, excessive noise, acts of harassment affecting other users of the public facility, and that adequate safeguards are demonstrably in place to preclude service to minors and to persons who are not bonafide participants in the use of the facilities for which an event permit is being issued and that the service of alcohol is subject to specific time limits; and
- (g) All state laws and regulations will be complied with.

ADOPTED: SEPTEMBER 10, 2009 _____



the *Inn* place to be

City of Fountain Inn

APPLICATION FOR A PERMIT TO SERVE ALCOHOL INSIDE A PUBLIC BUILDING

Name of Event Sponsor: _____
 Phone Number: _____
 Address: _____

 Applicant's Name: _____
 Date of Event: _____
 Event Name: _____
 Hours: _____
 Facility/ _____
 Location Within Facility: _____

PLEASE PROVIDE THE FOLLOWING INFORMATION. USE ADDITIONAL SHEETS IF NECESSARY.

1. What is the purpose of the function?
 Answer: _____

2. When will the function be held? What location? During what time?
 Answer: _____

3. How will the serving of alcoholic beverages be controlled?
 Answer: _____

4. What measures will be taken to ensure that minors are not served alcoholic beverages?

Answer:

5. Will the beverages be dispensed by a non-drinking bartender?

Answer:

6. What kind of alcoholic beverages will be served?

Answer:

7. What steps will be taken to limit the number of beverages served to attendees to avoid intoxication or impaired judgment/reflexes?

Answer:

8. Who will be designated to oversee the function? Name and title?

Answer:

9. Will, as a standard measure, food be served with the alcoholic beverages?

Answer:

10. What arrangement will be made to transport home persons who have overindulged?

Answer:

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE OF MY OWN KNOWLEDGE. I DO FUTHER UNDERSTAND AND AGREE THAT IF AN EVEN PERMIT IS ISSUED, I MUST FULLY AND COMPLETELY COMPLY WITH THE CITY’S ORDINANCES, RULES AND REGULATIONS. I ACKNOWLEDGE RECEIPT OF A COPY OF THE CITY’S ALCOHOL EVENT POLICY.

Applicant’s Signature		Date	
<input type="checkbox"/>	Approved	Date:	_____
<input type="checkbox"/>	Disapproved	Date:	_____
Signature of City Official		Title	
*	Alcohol must be kept within the immediate vicinity of the event and inside the facility.		
cc:	Mayor Chief Police Fire Chief Economic Development Director Public Works Director City Clerk		

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing the _____ (name of Event Sponsor) and in consideration of being permitted to conduct the Event, agree that the event sponsor and its members/participants shall defend, indemnify and hold harmless the City of Fountain Inn, its elected officials, officers, boards, commissions, agents and employees of and from any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out or in any connected with the use of City of Fountain Inn's facilities.

The Event Sponsor and the members/participants hereby release, discharge and agree not to sue the City of Fountain Inns for any injury, death or damage to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE EVENT SPONSOR AND ITS MEMBERS/PARTICIPANTS AND THAT I HAVE SIGNED THIS AGREEMENT ON THE DATE STATED BELOW.

Signature

Date

ALCOHOL EVENT PERMIT

Pursuant to the application for an event permit and the use of alcohol within the City facility noted above, the City of Fountain Inn grants you permission to do so with in accordance with the City of Fountain Inn's Policies, Ordinances, Rules and Regulations, which are included in this Permit as if fully set forth herein.

<input type="checkbox"/>	Approved	Date:	
<input type="checkbox"/>	Disapproved	Date:	
Authorized Signature		Title	

FAILURE TO COMPLY WITH ANY OF THE ABOVE POLICIES MAY RESULT IN THE FORFEITURE OF ALL PAYMENTS AND MAY RESULT IN A TERMINATION/CANCELLATION OF THE EVENT.

TULIP INSURANCE REJECTION

The City of Fountain Inn offers optional liability insurance for renters of the city's facilities. The **Tenant User Liability Insurance Program** or TULIP Insurance is a low-cost insurance policy that protects both the "tenant user" and the local government.

You are not required to purchase this insurance to be able to use the city's facilities. If you chose to not purchase this insurance, please sign below indicating that it was presented to you as an option, but you chose to not purchase it.

Renter's Signature

Print Signature

Date