

RULES GOVERNING THE USE OF THE
KIRBY CULTURAL ARTS COMPLEX
COUNTY OF PERSON, NORTH CAROLINA

213 North Main St. Roxboro, NC 27573 – 336-597-1709 – kirby.rentals@personcountync.gov

The Person County Board of Commissioners recognizes the value of having an appropriate facility such as the Kirby Cultural Arts Complex to serve the citizens of Person County. To achieve this objective, it shall be the policy of the Person County Board of Commissioners to grant and encourage maximum use of the Kirby Cultural Arts Complex to responsible and properly organized community agencies, institutions, individuals, and organizations for cultural, educational, recreational, and civic purposes.

The Kirby Cultural Arts Complex (hereby known as KCAC) shall be made available subject to such rules and regulations as established by the Person County Board of Commissioners. Administration of the facility is the responsibility of the Person County Recreation, Arts and Parks Department (hereby known as PCRAPD).

The Lessee shall indemnify, protect, and save harmless the County from and against any claim for injury, damage, cost, or loss to person or property arising out of or related to the Lessee's use of the auditorium and second floor spaces. FIREARMS ARE NOT ALLOWED ON THE PROPERTY OF ANY PAID VENUE INCLUDING KCAC.

1. The KCAC shall be available for rent by individuals, community agencies, institutions, and organizations for civic, cultural, religious, and recreational purposes of community interest. Said individual or representative must be an adult age 21 years or over. At all times the property will remain under the control of the Person County Board of Commissioners or its agents.
2. Person County Government reserves the right to refuse rent of any County-owned recreational facility at the discretion of the Director of Cultural Arts based on, nature of the event/performance, failure to disclose all details of the event, disregard of the rules, laws, and policies, or any related reason that will have the potential to negatively affect the quality of the facilities, public safety, image/perception of the facilities, and/or any other negative effect toward PCRAPD.
3. The KCAC shall be available for rent two years in advance of date for Categories II and III. The KCAC Auditorium shall be available for rent 3 months in advance for Category I and 30 days for the Second Floor. No monopoly of the rental spaces can be held by Category I and this will be determined by the Director. Category designations are on page 8 of this contract.
4. The Lessee must fully disclose the details of the event and if attendees will be charged. Details should include any subject that could require a content warning for a performance. Examples include but are not limited to: Abuse (physical, sexual, mental, and verbal), firearm use, strobe lights (seizure warning), substance abuse, etc. A verbal content warning will be announced prior to performances.
5. A 'Whole Floor' rental of the second floor does not include Studio 200.
6. Whenever the property is in use by an organization, group, individual, the Lessee or a representative (age 21 or older) of the leasing organization must be present at all times and see that all Board Regulations are adhered to.
7. Applications for the use of the KCAC must be made to the director or designee on department forms and must be signed by the proper officer of the organization who thereby assumes full responsibility for any damage to the County property resulting from such use by other organizations, groups, or individuals. The permit for use must be granted as above before the property can be reserved. All scheduling changes and any other matters or questions pertaining to the rental of the KCAC must be directed to the KCAC director or its staff by the Lessee whose name appears on the contract as the contact person. If that person is not available the one other designee may be used.

Please inform members of your organization to bring questions and concerns to the contact person, or designee, to eliminate confusion about scheduling and other matters.

8. The Lessee understands that when scheduling rehearsals, performances and events in the KCAC, access to the space is given at the designated time and not before.
9. Use of the facility will not in any way violate civil rights or the laws of the State of North Carolina.
10. One quarter (25%) of all associated fees must be paid in order for a date to be reserved and the granting of the permit. The remaining 75% of the fees must be paid at least fourteen (14) days before the first rental date. To rent the auditorium or second floor, the security deposit charge must be paid in addition to the (25%) at the time of booking. ALL CHANGES IN SCHEDULED OPENING AND CLOSINGS OF THE BUILDING FOR THE LESSEE MUST BE CLEARED WITH THE DIRECTOR AT LEAST FIVE (5) DAYS PRIOR TO FIRST RENTAL DATE. If a date is contracted and the Lessee does not appear at the building, the rental fee for the unused day shall be retained. If the Lessee arrives later than the scheduled time, the full fee will be retained. If Lessee leaves earlier than scheduled time, the rental fee for the unused portion will be refunded. If the Lessee stays later than the scheduled time, provided the personnel agree to keep the building open, all extra time will be paid for by the Lessee.
11. The Director or designee of the KCAC is to be present at all times when the property is in use and shall make all decisions regarding the use of the property which are not specifically covered in this agreement. Only designated personnel shall be allowed in designated working areas of the KCAC.
12. County-owned equipment will not be moved within the building without approval of the KCAC Director or designee and must be overseen by KCAC staff. This includes tables and chairs in the second floor space. No equipment will be removed from the facility at any time.
13. The auditorium piano may not be moved without the consent of the KCAC Director or staff. The piano may be moved onto the stage with use of ramp, but must be done so by the KCAC staff for the fee of required staff's time. The Lessee agrees to pay all additional fees for the tuning of the piano to include staff time and rehearsal time required for tuning. The Lessee assumes all responsibility and liability for damage resulting from the move and its use during the Lessee's rental. Tuning of piano is mandatory when returned to floor. Use of the piano requires credit card number to be held on file.
14. Seating is limited to stationary seats in the auditorium as well as the removable one row of armless chairs in the downstairs middle section. Seating capacity is subject to regulation by the Roxboro Fire Department. The available armless chairs may be used to serve as additional seating in the front of the downstairs middle section. The installation of the chairs will be done by KCAC staff as requested by Lessee. Seating and tables in the Kirby Rebirth spaces are available and installation must be done by the KCAC staff. Movement of seating and tables must be done under the supervision of the KCAC Director or designee. The Lessee agrees to assume all responsibility and liability for damages resulting from the installation or removal of seats in all areas of the KCAC.
- 15. The KCAC is a smoke-free and smoking-free facility. This includes smokeless cigarettes.**
16. Any alterations to electrical, structural, or other building features are prohibited except as approved in writing and supervised by the director or designee.
17. **No open flame** device shall be used without a special permit from the Roxboro Fire Chief. **No smoke/fog or haze machines** can be used without notifying the KCAC Director or without the proper arrangements for fire watch by the Fire Department.
18. All exit lights are to be lighted, all exit-ways are to be accessible, and exits are to be unlocked from the inside when facilities are in use.
19. There shall be no tampering with any fire extinguisher, fire hose, or water valves. These are to be used in case of real emergencies.

20. The KCAC may be used by any Lessee between the hours of 12:00 midnight and 8:00 am, but Lessee will be charged a \$25 fee in addition to the staff hourly fee.

21. The Lessee agrees to also assume the responsibility for the following:

- Upon booking, the Lessee must outline to the best of their ability their full set of needs for technical equipment, tables, chairs etc. Technical staff and equipment are approved for use/booked upon delivery of tech rider or needs request. If Lessee does not provide a list of needs or a technical rider within 30 days before event, the Lessee foregoes the usage of KCAC equipment and staff and becomes responsible for Lessee's own technical needs.
- The Lessee must either pay for cleaning service OR be responsible for cleaning of the premises and restoring it to original condition. The Lessee responsible for the rental/reserved use of the facility must do a walk-through of the building each day of rental before leaving to ensure all cleaning has been completed. This includes all trash picked up, receptacles to be emptied, all items not property of the KCAC to be removed, all food and drink areas are to be mopped and cleaned, and stage to be completely cleared. If Lessee so chooses, cleanup can be performed by KCAC Staff at the Lessee's expense. In cases when excessive cleaning is required following a contracted event, the KCAC reserves the right to charge custodial services at the current hourly rate for custodial support, post-event. **Lessee must provide a credit card number to be kept on file that will be charged if cleaning is not completed to the satisfaction of staff. This number is also kept on file in case of damages. In the instance of damages or the property has not been restored to original condition, an invoice will be sent out and Lessee can choose to pay with cash or check within 30 days or the credit card will be charged.**
- All aisles and exits shall be kept clear of chairs and other obstructions and will meet requirement of 36 inches. This includes the downstairs hallway.
- All draperies/backdrops that require hanging close to stage lights shall be treated with a fire-retardant substance.
- No props are allowed to be screwed into place nor is tape allowed to be used on stage surface unless approved by Kirby Staff.
- Flammable liquids of all descriptions shall be prohibited in all areas of the KCAC.
- Any deliveries, such as drinks, tables, chairs, technical equipment, etc. for Lessee's event will need to be scheduled during previously booked venue time. If deliveries are scheduled outside of previously scheduled rental periods, the cost for staff and event time will be added to bill.
- Non-auditorium properties shall be immediately removed following any facility usage. Any property left upon the premises of the Lessor by the Lessee shall, after a period of ten (10) days from the last day of tenancy hereunder be deemed abandoned and become the property of the Lessor to be disposed of or used at the Lessor's discretion.
- Damages beyond normal wear will be paid for immediately by Lessee. Failure to do so will result in the loss of rental privileges. Damages will be deducted from the security deposit. Cost above the security deposit will be paid by lessee.
- Lessor has the right to make repairs and bring contractors in without prior notice to Lessee due to damage caused by lessee. Cost of these repairs will be borne by the Lessee.
- The Lessee will not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to any part of the building, except in designated areas, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishing thereof.

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- No flyers or decorations may be hung on walls without permission from KCAC staff. Any decorations that need to be hung will be done so with supervision from KCAC Staff. **Tape/other adhesives are not allowed to be used to attach anything to the walls/floor/doors/other surfaces. Glitter is never allowed on the property. Confetti guns and bubble machines are not allowed to be used in facility.**
 - All food that will remain in the facility overnight must be stored in refrigerator or plastic bins. All ice should be in freezer or coolers. All food must be removed at the end of the event or it will be disposed of.
 - Food and drink are allowed in the hallways, second floor spaces and in the area in the lower level but Lessee is responsible for any additional cleaning required due to food and drink.
 - Only snack foods and pre-packaged foods and drinks are allowed in the Auditorium but Lessee is responsible for any additional cleaning required due to food and drink.
 - Only snack foods and pre-packaged foods can be sold in the concessions stand. All food served from the concessions stand has to be in accordance with the Person County Health Department.
 - Use of controlled substances or disruptive conduct are strictly prohibited in the KCAC. Use of or possession of alcohol without proper permitting is strictly prohibited in the KCAC.
 - Lessee cannot block off any public parking spaces.
 - Security personnel may be required by PCRAPD depending upon the nature of the event. All charges for security shall be borne by the lessee. The KCAC supervisor or designee will have final say regarding security needs.
 - The Lessee agrees to make provisions for the safety of those who attend a performance or entertainment by providing police officers, as city ordinance requires, and agrees to clear this requirement with the City of Roxboro Police Department and/or Person County Sheriff's Department prior to a performance or entertainment and to pay such officers for their services.
22. If Lessee uses the concession stand for the sale of snack foods, the Lessee will pay the concession stand fee.
23. **CANCELLATION:** If cancellation is made at least thirty (30) days before the first date of rental, the security deposit and advance rental payment will be returned to the Lessee. If cancellation is made less than thirty (30) days before the first date of rental, the security deposit and advance rental payment will be returned to the Lessee minus a \$50 Administrative Fee. However, if cancellation is made less than fifteen (15) days before the first date of rental, the deposit and rental fees already paid will be forfeited.
24. Some storage rooms, work rooms, and dressing rooms may be used during the times that the Lessee has rented the facility but no permanent storage will be allowed in any areas. Access to additional spaces in the KCAC may be arranged with permission of KCAC Director or staff.
25. The Lessee shall not assign or sublet the space or rights covered by this agreement without the prior written consent of the Lessor.
26. All advertising and promotions are the responsibility of the organization renting the facility. Tickets may be sold by Lessor on behalf of Lessee for additional charges either by consignment or through the KCAC ticketing system (Etix). Consignment tickets are sold as cash/check and ticket stock must be provided by Lessee for sale by the KCAC. Ticketing System (Etix) tickets are sold as cash/check/credit card and ticket stock is provided by the KCAC. If Lessee requests ticket sales by Lessor: Ticket policy is "No Refunds or Exchanges," but we reserve the right to provide refunds to guests, at Lessee's expense, to preserve the reputation of Person County Government and retain public faith.

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27. The Marquee may be rented by Lessee for additional charges based on availability. Rental of the Marquee is by the discretion of the Director depending on priority of internal events. Language for Marquee rental must be approved by Director. Marquee rental will be first come first served. Marquee rental is a minimum of 3 days. Photo op marquee rentals are required to pay the minimum due to staff setup but marquee will be changed after photo opportunity has ended.
28. The Lessor hereby reserves the right to control and manage the facility and to enforce all necessary and proper rules for management and operation of the same.
29. ALL MATTERS NOT AUTHORIZED EXPRESSLY BY THE TERMS OF THIS CONTRACT SHALL BE RESERVED TO THE DISCRETION OF THE KCAC DIRECTOR OR DESIGNEE.
30. Security deposits are refundable upon satisfactory compliance with these rules and the applicable rental agreement.
31. Pets and animals are not allowed in the KCAC other than ones assisting those with disabilities or those that are a part of a program or performance. Those that are part of a program must be kept secured in downstairs uncarpeted area in a kennel or secured cage at all times when not on stage. The pet must be supervised by the Lessee at all times. The Lessor assumes no responsibility or liability for accidents occurring due to the presence of animals. The Lessee assumes all such responsibility and liability. An individual who requires the help of a service animal (defined by 28 CFR 36.104 as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability") will be permitted to bring a service animal to the office, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the company. Services animals will be asked to be removed due to either:
 - Animal is out of control: If an animal is out of control and the handler does not take effective action to control it, the animal may be excluded. In general, a service animal must be on a harness, leash, or other tether, unless the person's disability prevents it. In those instances, the person must be able to control the animal with voice, signals, or other means.
 - Animal is not housebroken.
32. Lessee's personnel/performers are required to wear shoes at all times while in the KCAC. The only exception is when the demands of a production require a performer to be barefoot. Under such circumstances, Lessee assumes all liability.
33. No set pieces, backdrops, costumes, paint, tools, or other items that are the property of the KCAC will be used by the Lessee unless it is requested in writing and permission is granted in writing by the director of the KCAC or designee at least ten (10) days prior to the Lessee's first rental date.
34. Any backdrops or screens that need to be hung in the auditorium will be hung by KCAC Staff only at the expense of the Lessee for staff and event time if outside of scheduled rental hours.
35. There are four shadowboxes on the outside of the KCAC. Two of the outside shadowboxes may be used by the Lessee that is renting the theater. The remaining two boxes MUST BE KEPT OPEN FOR USE BY THE LESSOR. No shadowbox information and/or items may be placed in the shadowboxes earlier than thirty days prior to the first day of rental. The items must be removed before 12:00 midnight on the last rental date of the Lessee. If there are two or more Lessees during a thirty-day period, the boxes will be equally shared among all the Lessees for advertisement and information. The Lessor retains the right to post any information or ads in any of the boxes at any time that will not be removed by the Lessee. The Lessor retains the right to refuse any printed, photographed, or other items deemed inappropriate by the director or designee.
36. The Marquee may be used by the Lessee at the rates provided on page 8.

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37. Auditorium performance fees include three hours prior to a performance until three hours after a performance or 12:00 midnight, whichever comes first. Rehearsal hours will be charged for all time used on performance dates prior to three hours before the beginning of and later than three hours following performance.
38. For any and all uses, the KCAC will provide, at Lessee's cost, one or two Event House Managers to assist the Lessee and to represent the KCAC. In all cases, the KCAC House Manager is the final arbitrator for all decisions pertaining to the KCAC in the absence of the Managing Director.
39. Fees for holiday dates will be double the regular rental fees for the facility as well as equipment and personnel, if available. Holidays will be as designated by Person County Government.
40. Special Use Alcohol Permits must be obtained from PCRAPD to distribute alcohol in the KCAC. An additional Special Use Permit must be obtained from the NC ABC Commission to sell alcohol in the KCAC. In order to sell alcohol, the permit holder must be a nonprofit or have a commercial license.
41. To obtain a Special Use Alcohol Permit from PCRAP, an application must be filled out, notarized and approved by KCAC Director, PCRAP Director, the County Manager and a \$50 permit fee must be made payable to PCRAP. If selling alcohol, the NC ABC Commission permit must then be obtained and a copy given to the KCAC to have on record. Proof of Special Event insurance is required within 5 business days after PCRAP Permit is approved.
42. If evidence of alcohol is found without proper permitting, there is an immediate forfeiture of the security deposit.
43. Lessee may not advertise events to the public until KCAC confirms receipt of a signed lease agreement and a deposit for the event.
44. KCAC Contract Change Request Form must be signed by Lessee and Lessor before changes can be implemented.
45. The KCAC reserves the right to require one adult per ten children during rentals. Children attending events must be supervised at all times.
46. The KCAC Janitorial checklist will be filled out by KCAC staff at conclusion of each day of rental. If Lessee does not complete janitorial responsibilities outlined in signed contract, and KCAC staff must perform these duties a portion or all of security deposit may be withheld.
47. WiFi is available for lessees and their guests; however, you may not connect wireless access devices, switches, routers, or hubs to the network. Use of the Person County's Public WiFi network is entirely at the user's risk. It is the responsibility of each user to ensure that their equipment has appropriate virus protection when connecting to Person County's Public WiFi network. Person County assumes no responsibility for any user's hardware, software, or data or for actions or conduct while utilizing the Public WiFi network.
48. The Lessor shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the Lessee.
49. Insurance shall be required for any organization renting the KCAC that has any of the following characteristics or uses:
 - A. Alcohol is being served.
 - B. The lessee will be operating any equipment owned by KCAC (i.e. lighting, sound, etc.).
50. The lessee understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County. The Lessee agrees to procure and maintain workers' compensation insurance coverage for the benefit of its employees if required to do so under North Carolina State law and to procure general liability insurance in an amount of not less than one million dollars (1,000,000.00) listing Person County as an additional insured on their general liability policy at all times relevant to this rental agreement. Lessee shall provide to KCAC, upon request, a valid and current certificate of insurance. In the event the lessee shall fail at any time

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to have in force and effect insurance as required by this agreement, lessee agrees to indemnify and hold harmless Person County for (1) any premium paid by County to maintain insurance coverage applicable to lessee and/or its employees: (2) any workers' compensation benefits paid by County as a result of lessee's failure to comply with this agreement: and (3) any amounts paid by County for general liability claims as a result of lessee's failure to comply with this agreement.

51. I/We release, absolve and agree to hold harmless and indemnify Person County and its Recreation, Arts and Parks Department, their staff, sponsors and representatives from and against any and all liability, and from and against any claims, demands, costs or expenses, or causes of actions arising out of or in connection with the above facility rental.

KIRBY CULTURAL ARTS COMPLEX – SOUND, LIGHTING, & A/V SYSTEM RULES AND REGULATIONS

- Technical staff and equipment are approved for use/booked upon delivery of tech rider or needs request. If Lessee does not provide a list of needs or a technical rider by 30 days before event, the Lessee foregoes the usage of KCAC equipment and staff and becomes responsible for Lessee's own technical needs.
- Technical Personnel times are booked based on technical rider or needs request.
- Special technical requests can be accommodated for additional fees.
- Each touring company/booked musical act/production is to be considered on a case by case basis before approval to use the sound or lighting systems.
- There will be NO refunds for personnel scheduled who are at the KCAC at scheduled times but not used.
- If the program does not end on time, the Lessee will be responsible for all additional time worked by personnel.

It is imperative that a representative of the leasing organization set up an appointment with the KCAC tech supervisor at least thirty (30) days prior to the event to discuss all technical and set needs for the event. Technical aspects include the setup of stage, backdrops, amplified sound, lights, etc.

1. References to the Sound, Lighting and Technical Systems hereafter shall mean the sound amplification system, the intercom system, all lighting fixtures, dimmers, control panels, boards, spotlights and related technical equipment.
2. Liability: A group providing their own KCAC approved sound/light technicians to operate equipment shall assume all liability for any damage to the equipment and repair or replacement of the equipment.
3. Technicians shall check all sound and lighting systems for operation each time they are used. Technicians shall check all headsets for operation prior to distribution and upon return at the end of each use.
4. All equipment is to be stored overnight or between performances.
5. Batteries are to be removed each time the system is stored.
6. The individual using the headsets shall personally pick them up and return the headset to the technician at the end of the performance or rehearsal. The technician will check the headset for operation at that time. Proper head set etiquette is expected at all times.
7. Unless a person is previously approved by KCAC Director or is an employee of Person County or Piedmont Community College, NO ONE under the age of eighteen (18) shall be allowed to operate the light dimmer packs, spotlights or operate the sound system. NO ONE under the age of eighteen (18) shall be allowed to operate the focusing ladder. If approved by Director, an educated supervisor is required to assist youth.

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8. The sound/light technician will consult with the director/group head as to the technical needs. Together they will determine the type of equipment best suited for the performance/rehearsal and placement of the equipment and the rental time required for technical needs. In case of a difference of opinion between the two, the KCAC sound/light technician or KCAC supervisor or designee will have the final say so of the equipment used, the placement for safety equipment, the equalizing and the sound gain limits, the focusing of the light fixtures and the necessary rental times for technical needs.
9. Any group plugging their own equipment into the KCAC sound or A/V system must provide their own adapters. The KCAC provides standard connections to in-house A/V equipment. It is the responsibility of the renter to coordinate with staff to ensure that their specific device(s) can connect to KCAC equipment in adequate time in advance of the event. Amplification equipment not owned by the KCAC must be approved on a case-by-case basis if it is to be plugged into the KCAC sound system. The KCAC sound technician or KCAC supervisor or designee has the final say on its use. It is preferred that only pre-amp equipment be used.
10. Only designated personnel scheduled to work/volunteer shall be allowed in balcony gate where the lighting, sound, and spotlight equipment are being operated, on the catwalk, with the fly system, in the sound/lighting equipment closets, or other related areas. This does not include those videotaping a performance that must be positioned inside the balcony gate. There shall be NO unauthorized persons in these areas, trained or untrained, who are not scheduled to be there without prior consent of the KCAC Director or staff.
11. Based on approval by KCAC Director, professional touring companies may be allowed to operate the sound and lighting systems of the KCAC, provided they are accompanied by a KCAC approved sound/light technician to oversee all activities relating to the sound and lighting systems, and provided they meet the criteria for approval for operation of the systems as determined by the KCAC supervisor or designee.

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RENTAL, PERSONNEL, AND EQUIPMENT RATES FOR KIRBY CULTURAL ARTS COMPLEX

Fees for holiday dates will be double the regular rental fees for the facility as well as equipment and personnel, if available.

- A. **SECURITY DEPOSIT:** \$200.00 – FOR AUDITORIUM AND WHOLE SECOND FLOOR RENTAL
 \$50.00 – FOR HALL RENTAL
 \$35.00 – FOR STUDIO RENTAL

B. **FACILITY FEES:**

CATEGORY I Public supported schools of Person County and Person County governmental agencies
 PERFORMANCES, REHEARSALS, SECOND FLOOR STUDIO RENTAL, SECOND FLOOR HALL RENTAL & SECOND FLOOR WHOLE FLOOR RENTAL - No Charge for facility – House and tech staff fees will be charged

CATEGORY II Private, non-profit orgs. and agencies in Person Co. that have a tax-exempt # or are supported by tax funds of the community. (Documentation of tax-exempt status must be provided.)

AUDITORIUM PERFORMANCES	\$200 per performance
AUDITORIUM REHEARSALS	\$25 per hour
SECOND FLOOR STUDIO RENTAL	\$10/hour, \$40/day
SECOND FLOOR HALL RENTAL	\$20/hour, \$80/day
SECOND FLOOR ENTIRE MAIN HALL RENTAL	\$40/hour, \$160/day
SECOND FLOOR - WHOLE FLOOR RENTAL	\$75/hour, \$300/day

CATEGORY III Private, profit making organizations and agencies

AUDITORIUM PERFORMANCES	\$300 per performance
AUDITORIUM REHEARSALS	\$25 per hour
AUDITORIUM AND WHOLE SECOND FLOOR	\$650 per day (8 consecutive hours)
KIRBY GALLERY RENTAL	\$25 per hour
SECOND FLOOR STUDIO RENTAL	\$20/hour, \$80/day
SECOND FLOOR HALL RENTAL	\$30/hour, \$120/day
SECOND FLOOR ENTIRE MAIN HALL RENTAL	\$60/hour, \$240/day
SECOND FLOOR - WHOLE FLOOR RENTAL	\$100/hour, \$400/day

C. **FEES FOR ADDITIONAL SERVICES: ALL CATEGORIES**

1. CONCESSION FEE \$25 per day
2. SPECIAL USE ALCOHOL PERMIT \$50

(See Additional special use permit application and special event insurance requirements if applicable to facility use)

3. TABLECLOTHS \$5/per tablecloth
4. TABLEWARE (Plate/Cup/Glass/Flatware) \$2 per set
5. SIDE WINDOW OF KIRBY GALLERY USE \$25/Setup Fee, \$10/Day
6. MARQUEE – One Side \$25/Setup Fee, \$10/Day, Minimum of 3 Days
7. PIANO RENTAL (See item 14 in rules-need cc on file) \$50 per performance
8. PIANO TUNING ON DEMAND \$150.00
9. PIANO RELOCATION \$10.00 per hour per employee required
10. PIANO TUNING AT CONCLUSION \$150.00
11. PORTABLE STAGE RENTAL \$100.00
12. CHORAL RISER RENTAL \$100.00
13. PERFORMANCE AND PRODUCTION PROP RENTALS Negotiated by Director based on market trend
14. TICKET SALES – Transactions for tickets will be processed For consignment tickets \$1.00/ticket
 by Person County and check will be requested minus the ticket fees after last rental date. Ticket Sales are subject For ticket system \$2.00 plus applicable fees
 to any additional sales tax and processing fees.

D. **EVENT PERSONNEL AND TECH EQUIPMENT RATES**

1. **LIGHTING:**

SPOTLIGHT TECHNICIAN		\$12.00 per hour (minimum 2 hour rental)
SPOTLIGHT EQUIPMENT	Category I	No Charge
	Category II & III	\$10.00 per hour (minimum 2 hour rental)
LIGHTING TECHNICIAN		\$18.00 per hour (minimum 2 hour rental)
2. **SOUND:**

SOUND TECHNICIAN		\$18.00 per hour (minimum 2 hour rental)
SOUND EQUIPMENT	Category I	No Charge
	Category II	\$10.00 per hour for rehearsals and performances
	Category III	\$50.00 per performance \$10.00 per hour for rehearsals
3. **HOUSE MANAGERS/EVENT STAFF:** \$11.00 per hour
4. **CLEANING STAFF:** \$17.00 per hour
5. **CLEANING FEES:** Auditorium and basement: \$250; Kirby Rebirth: \$150

KIRBY CULTURAL ARTS COMPLEX
PERSON COUNTY – NORTH CAROLINA

213 North Main St. Roxboro, NC 27573 – 336-597-1709 – kirby.rentals@personcountync.gov

_____ Deposit
_____ Paid

CATEGORY - APPLICATION FOR USE

NAME OF GROUP/ORGANIZATION _____

DESCRIPTION OF ACTIVITY _____

CONTACT PERSON _____ PHONE # _____ (W)
_____ (C) _____ (H)

AUDITORIUM PERFORMANCE(S) (A performance includes 3 hours before show time and 3 hours after show time or until midnight)

	DATE & SHOWTIME	FACILITY RENTAL TIME	HOURS
<input type="checkbox"/>	_____	_____	_____
CHECK IF	_____	_____	_____
AUD &	_____	_____	_____
2 ND FLOOR	_____	_____	_____
RENTAL	TOTAL ESTIMATED NUMBER OF PERFORMANCE HOURS:		_____

CATEGORY _____ @ \$ _____/PERFORMANCE X EST PERF HOURS _____ \$ _____
HOUSE MANAGER @ \$ 11/HOUR X ESTIMATED STAFF HOURS _____ \$ _____

REHEARSAL(S)	DATE	FACILITY RENTAL TIME	HOURS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL ESTIMATED NUMBER OF REHEARSAL HOURS: _____

CATEGORY _____ @ \$ _____/HOUR X ESTIMATED REHEARSAL HOURS _____ \$ _____
HOUSE MANAGER @ \$ 11/HOUR X ESTIMATED STAFF HOURS _____ \$ _____
CLEANING STAFF @ \$ 17/HOUR X ESTIMATED STAFF HOURS _____ \$ _____
KIRBY GALLERY RENTAL _____ @\$ _____/HOUR X ESTIMATED HOURS _____ \$ _____
KIRBY REBIRTH RENTAL _____ @\$ _____/HOUR X ESTIMATED HOURS _____ \$ _____
CLEANING FEE: AUDITORIUM/BASEMENT or REBIRTH _____ \$ _____

FEES FOR ADDITIONAL SERVICES:

- 1. CONCESSIONS STAND DATES: _____
 CONCESSION STAND @\$25.00 per day x _____ days \$ _____
- 2. SPECIAL USE ALCOHOL PERMIT @\$50.00 \$ _____
- 3. TABLECLOTH FEE @ \$5 per tablecloth: # Needed _____ \$ _____
- 4. TABLEWARE FEE @ \$2 per set: # Needed _____ \$ _____
- 5. SIDE WINDOW OF KIRBY GALLERY – DATES: _____
 @\$10.00 per day x _____ days \$ _____
 SET UP FEE @\$25.00 \$ _____
- 6. MARQUEE CHARGES – Minimum of 3 Days – DATES: _____
 @\$10.00 per day x _____ days \$ _____
 SET UP FEE @\$25.00 \$ _____
 REQUESTED MARQUEE WORDING: _____
- 7. PIANO RENTAL: \$ _____
- 8. PIANO TUNING ON DEMAND: \$ _____
- 9. PIANO RELOCATION: \$ _____
- 10. PIANO TUNING AT CONCLUSION: \$ _____
- 11. PORTABLE STAGE RENTAL: \$ _____
- 12. CHORAL RISER RENTAL: \$ _____
- 13. PERFORMANCE AND PRODUCTION PROP RENTALS: \$ _____
- 14. TICKET SALES
 For consignment tickets \$1.00/ticket
 For ticket system \$2.00 plus applicable fees

Transactions for tickets will be processed by Person County and check will be requested minus the ticket fee after last rental date. Ticket Sales are subject to any additional sales tax and processing fees. Lessee understands they are compliant to Item 24 of rental contract.

Kirby Selling – Lessee to Initial Here _____

TOTAL OF FEES FOR ADDITIONAL SERVICES: \$ _____

LAYOUT OF TABLES & CHAIRS FOR UPSTAIRS



LIGHTING PERSONNEL AND EQUIPMENT CHARGES

1. **SPOTLIGHT TECHNICIAN(S)**

# OF TECHS	DATE	TIME	HOURS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SPOTLIGHT TECH #1 @\$12.00 per hour x _____ hours (minimum 2 hour rental) \$ _____

SPOTLIGHT TECH #2 @\$12.00 per hour x _____ hours (minimum 2 hour rental) \$ _____

2. **SPOTLIGHT(S) (EQUIPMENT)**

# OF SPOTS	DATE	TIME	HOURS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SPOTLIGHT #1 @\$10.00 per hour x _____ hours (minimum 2 hour rental) \$ _____

SPOTLIGHT #2 @\$10.00 per hour x _____ hours (minimum 2 hour rental) \$ _____

3. **LIGHTING TECHNICIAN**

DATE	TIME	HOURS
_____	_____	_____
_____	_____	_____
_____	_____	_____

\$18.00 per hour @ _____ hours needed (minimum 2 hour rental) \$ _____

TOTAL OF LIGHTING PERSONNEL AND EQUIPMENT: \$ _____

SOUND PERSONNEL AND EQUIPMENT CHARGES

1. **SOUND TECHNICIAN**

DATE	TIME	HOURS
_____	_____	_____
_____	_____	_____
_____	_____	_____

\$18.00 per hour @ _____ hours needed = (minimum 2 hour rental) \$ _____

2. **SOUND BOARD (EQUIPMENT)**

Category III: \$50.00 per performance x _____ perf. needed \$ _____

\$10.00 per rehearsal hour x _____ hours needed \$ _____

TOTAL FOR SOUND PERSONNEL & EQUIPMENT \$ _____

THIS LEASE AGREEMENT IS BETWEEN THE PERSON COUNTY BOARD OF COMMISSIONERS (LESSOR) AND _____ (LESSEE) ON THE DATES AND TIMES INDICATED ON FORM WHICH IS ATTACHED.

BASIC RATES: 1. Total amount for estimated # of Aud. Performance Hours	\$ _____
2. Total amount for estimated # of Aud. Rehearsal Hours	\$ _____
3. Total amount for estimated # of Staff Hours	\$ _____
4. Total amount for estimated # of Gallery Hours	\$ _____
5. Total amount for estimated # of Rebirth Hours	\$ _____
6. Total amount for Additional Facility Fees	\$ _____
7. Total amount for Sound Personnel and Equipment	\$ _____
8. Total amount for Lighting Personnel and Equipment	\$ _____
9. Total amount for Second Floor Venue	\$ _____
TOTAL	\$ _____
25% due upon Initiation of Contract	\$ _____
Security Deposit	\$ _____
TOTAL DUE NOW	\$ _____
Estimated balance due 14 DAYS PRIOR to Activity	\$ _____

Make all checks payable to the Kirby Cultural Arts Complex and remit to the facility director in person or at 213 N. Main St., Roxboro, NC 27573.

It is agreed that the rules governing the use of the Kirby Cultural Arts Complex property, County of Person, North Carolina, a copy of which has been received by the Lessee and is an integral part of this agreement and is incorporated herein.

I/We agree, absolve and agree to hold harmless and indemnify Person County and its Recreation, Arts and Parks Department, their staff, sponsors and representatives from and against any and all liability, and from and against any claims, demands, costs or expenses, or causes of actions arising out of or in connection with the above facility rental.

WE THE UNDERSIGNED, HAVE READ AND FULLY UNDERSTAND THIS CONTRACT AND WILL ASSUME THE AFOREMENTIONED RESPONSIBILITIES.

The use of tape or loose glitter automatically forfeits your security deposit.

This contract is entered into this _____ day of _____, 20____. In keeping with our good faith, I hereby submit a payment in the amount of \$_____ to the Person County Recreation, Arts and Parks Department. The balance of sum due will be paid on the commencement of this contract.

Name of Organization (Lessee)

Contact Person

Address

City

State

ZIP

Signature (Lessee)

Date

Signature (KCAC Representative)

Date

Kirby Cultural Arts Complex Checklist

- ❖ Auditorium
 - Stage and wing area completely cleared, swept, vacuumed, and mopped.
 - Auditorium cleared of all trash, swept, and mopped.
 - All KCAC property used returned to assigned area.
 - Hallways cleared and cleaned.
 - Concession area cleared, cleaned, and mopped. Sink and cabinet top areas wiped clean. No food left in concession stand. All trash removed and trash can emptied.
 - All trash removed and trash cans emptied.

- ❖ Dressing Rooms
 - Floors cleared, cleaned and vacuumed.
 - Food, drinks and spills cleared and mopped clean.
 - Trash removed and trash cans emptied.
 - Countertops cleaned.
 - Mirrors cleaned (note: nothing can be hung from lights)
 - All hair pins and safety pins removed from floors.
 - Any property left will be deemed abandoned after 10 days and will be disposed of.

- ❖ Hallways and Rooms
 - Floors cleared, cleaned, swept and mopped.
 - Food, drinks and spills cleared and mopped clean.
 - Trash removed and trash cans emptied.
 - Any and all property or materials removed from KCAC by end of rental time period.
 - Hallways cleared and mopped clean and/or vacuumed.
 - No Food left behind.

- ❖ Bathrooms
 - Floors cleared.
 - All trash in trash cans.
 - Any property removed.

- ❖ Costume Room
 - All costumes, clothes, hats, shoes, and etc. returned to proper place
 - All hair pins, safety pins, needles and etc. removed from floor
 - Floor is cleared and swept/vacuumed
 - No food or drinks in room if used for costumes. If used as dressing area all food, drinks and spills cleared and cleaned. All trash removed, and trash can emptied.

- ❖ Green Room
 - Floors cleared, mopped clean and vacuumed.
 - Food, drinks, and spills cleared and wiped clean.
 - Trash removed and trash cans emptied.
 - All hair pins and safety pins removed from floor.
 - All furniture returned to its proper place.

- ❖ Prop Room
 - Floors cleared, swept and mopped clean.
 - Food, drinks, and spills cleared and wiped clean.
 - Trash removed and trash cans emptied.

WAIVER OF CLAIMS AND RELEASE FROM LIABILITY

I RELEASE, ABSOLVE AND AGREE TO HOLD HARMLESS AND INDEMNIFY Person County and its Recreation, Arts and Parks Department (including Kirby Cultural Arts Complex), their staff, sponsors and representatives from and against any and all liability, and from and against any claims, demands, costs or expenses, or causes of action arising out of or in connection with the above trip/activity for which I have registered.

I expressly acknowledge that I am aware that the above activity, even under the safest of condition possible, may involve risk to me. Nevertheless, I expressly assume all risk or hazard related or coincidental to, arising out of or connected to, the above trip/activity, including risk of loss or damage to property and/or personal injury or death, however caused. If I have any questions or concerns, or I feel I do not have adequate information about risks or hazard of the above activity, I realize that I should not sign this Waiver and Release before satisfying myself completely about such question or concern.

I represent to the Person County Recreation, Arts and Parks Department, knowing that it will rely on my representation, that I have the experience, training, and knowledge appropriate to participate in the above trip/activity without supervision or special precautions. I also represent that I do not have any special needs or require special accommodation necessary for me to participate safely in the above trip/activity. If I do, however, have special needs or require special accommodation, then I have disclosed them to the appropriate staff person of the Person County Recreation, Arts and Parks Department. I realize and agree that the Person County Recreation, Arts and Parks Department may decline to allow me to register for the above trip/activity due to such special needs or required special accommodation.

PERMISSION TO USE PICTURES AND RECORDINGS

I give my permission and grant to the Person County Recreation, Arts and Parks Department the right to make pictures and sound recordings of me or my child and the right to use such pictures and sound recordings, including the right to identify my child's name, likeness, voice and words, in television, film, newspaper, magazine, internet, and other media of any form, for the purpose of advertising and communicating the purpose and activities of the Person County Recreation, Arts and Parks Department and for the purpose of applying for funds to support those purposes and activities.

PERSON COUNTY'S RIGHT TO REFUSE USE AND PARTICIPATION

I understand that Person County Government reserves the right to refuse the use of Recreation, Arts and Parks (Kirby Cultural Arts Complex) facilities and participation in programs due to failure to disclose details of the events for facilities rentals and use, disregard of the rules, laws, and policies or any related reason that will have the potential to negatively affect the quality of the facilities, public safety, image/perception of the facilities, and/or any other negative effect toward Person County Recreation, Arts and Parks Department.

REPRESENTATION OF PHYSICAL CONDITION AND WAIVER OF RIGHTS

I further represent that I am physically fit to participate in the above trip/activity and have not otherwise been informed or cautioned to restrict my physical activities by a physician. I am of legal age and competent to sign this Waiver and Release.

I REALIZE THAT I AM GIVING UP LEGAL RIGHTS AGAINST PERSON COUNTY AND ITS RECREATION, ARTS AND PARKS DEPARTMENT (KIRBY CULTURAL ARTS COMPLEX) BY SIGNING THIS WAIVER. I HAVE READ THIS WAIVER AND RELEASE FULLY AND UNDERSTAND ALL ITS PROVISIONS. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ALL TERMS AND BY SIGNING, ON BEHALF OF MYSELF OR MY MINOR CHILD(REN) HAVE GIVEN UP SUBSTANTIAL RIGHTS AND ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name – Please Print

Signature

Date