

Rental Agreement

I. RENTAL PROVISIONS

- a) Only Wake Forest residents (i.e. someone residing within the Town of Wake Forest), may rent or schedule the Wake Forest Renaissance Centre (WFRC) at the Resident Rate, otherwise the Non Resident Rate applies.
- b) Applications shall be made only by persons 21 years of age or older. The Town of Wake Forest reserves the right to require the Renter to provide insurance for its events including insurance covering the Town of Wake Forest, the facility and the persons in attendance.
- c) WFRC reserves the right to refuse rental requests on their merits. The Town reserves the right to deny any rental application where the proposed use is deemed to conflict with planned programs or adjacent to existing rentals. The Renter requesting the rental is solely responsible for all damage or misuse of facilities and shall bear the responsibility for all damages, reimbursements and replacements for damages to the facility or equipment that is a result of the rental and shall be solely liable for all charges / replacement costs etc. even if those charges exceed the amount of the established damage deposit.
- d) Renters shall have an adult present at all times during the rental and shall have a minimum of one adult per 10 persons under age 18. A list of chaperones including names, addresses and telephone numbers, shall be supplied prior to the event.
- e) Cooking within the facility is prohibited. The contracting party (hereinafter "the Renter") must make their own catering arrangements. **NO ALCOHOLIC BEVERAGES ARE ALLOWED AT THE RENAISSANCE CENTRE UNLESS THE APPROPRIATE ALCOHOL PERMITS ARE APPROVED BY THE WFRC MANAGER.** See Addendum A for more information if interested in serving alcohol.
- f) The WFRC will NOT accept any deliveries on behalf of the Renter. The Renter must to be on hand for delivery and pick up during the time the facility is reserved for use. The Town of Wake Forest or the WFRC shall not be held liable for damages to or theft of equipment and property. Any personal rented items brought into the facility are the Renter's responsibility and must be removed the day of event. If equipment is not removed, the WFRC reserves the right to have the equipment removed at the Renter's expense. Expenses occurred by the removal will be deducted from the Damage Deposit.
- g) No rice or birdseed is permitted inside or outside the facility. No decorations are allowed affixed to walls or draperies. Only freestanding and table top decorations are permitted.
- h) Any infraction of contractual rules governing the use of the Renaissance Centre will be considered sufficient cause for cancellation of the contract. The Renter is responsible to the WFRC staff for enforcing strict adherence to the rules and specifications requested.
- i) Rental requests which exceed normal operating hours are **contingent upon the availability of Staff if rental request date is within twenty (20) business days of application.**
- j) Any rental amendments must be made at least ten (10) business days prior to the date of rental. This includes but is not limited to requests for change of room, adding equipment, altering times. In the event of a cancellation by the Renter, WFRC will treat the event as if it actually occurred. In addition, the Renter will be held responsible for any and all charges of rentals made by the WFRC and authorized by the Renter. In the event of cancellation by the WFRC, every effort will be made to reschedule the facility at a time mutually agreeable to the WFRC and the Renter. In the event that rescheduling is unfeasible, a full refund will be issued except for any actual costs incurred by WFRC.
- k) The WFRC may not be booked by any Renter for more than 12 days per calendar year unless approved by the WFRC Manager.
- l) Smoking is prohibited in all parts of the WFRC.
- m) **The following shall be prohibited within or on the facility premises:** 1) all illegal drugs or other controlled substances, 2) weapons of all kinds except for Law Enforcement Officers in the execution of their duties or during Town of Wake Forest approved public demonstrations, 3) animals of any kind with the exception of those serving the needs of the physically challenged, 4) use of profanity, profane gestures and any unruly behavior detrimental to the normal operation of the facility or the safety of the public and employees, 5) and/or any other action deemed necessary by the Town of Wake Forest, or its designee, to protect the health and welfare of the public, employees or the facility.
- n) Renter agrees to defend, indemnify and save harmless the Town of Wake Forest, its agents, officers, employees, contractors, and volunteers, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature in connection with Renter's license and use of the facilities, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property,

including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for this license agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged, to have been caused by any negligence or any other act or omission of Renter or Renter's employees, contractors, agents, officers or guests.

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II. PAYMENTS AND DEPOSITS

- a) A confirmation deposit of 25% of the Facility Rental Fee along with a refundable damage deposit of \$250 (without alcohol) or \$500 (with alcohol) is due at the time you submit your rental agreement.
- b) Final payment is due no later than twenty (20) business days prior to the rental date. If payment of these monies is not received by that date, the reservation shall be cancelled with no refund of previously paid fees.

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III. RENTAL CANCELLATION AND REFUND POLICY

- a) Cancellations may be initiated by the party up to twenty (20) business days prior to scheduled use without liability.
- b) Cancellations made within twenty (20) business days of the scheduled use will result in forfeiture of the damage deposit. Changing the rental date within twenty (20) days of the reserved date is processed as a cancellation and will result in forfeiture of the damage deposit.
- c) No cancellations will be accepted within five (5) business days of the scheduled usage. A renter making a cancellation within five (5) business days of usage will be liable for payment of all rental fees and other charges in full.
- d) All cancellation notices must be submitted in writing to the WFRC Manager (e-mail is acceptable).
- e) The Town of Wake Forest reserves the right to cancel reservations if such cancellation is deemed to be in the best interest of the Town or if the WFRC is closed due to an Act of God. A full refund, including damage deposit, will be made if the Town cancels the rental.

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IV. WFRC PERSONNEL

- a) A lead WFRC staff supervisor will be present at any and all events.
- b) Security personnel may be required by management depending on the nature of the event. All charges for security shall be borne by Renter when required, if security is required, only off duty Police officers from the Wake Forest Police Department can be used. Security arrangements / fee / hourly rates will be negotiated separately with the Wake Forest Police Department by the Renter. The WFRC Manager shall make all decisions regarding security needs.

Wake Forest Police Department Security Contact _____ (919) _____

- c) Renter is responsible for making security arrangements with the Wake Forest Police Department no less than twenty (20) business days prior to the event.

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V. EQUIPMENT

- a) Unless otherwise approved by WFRC Manager, only WFRC staff shall be permitted to operate the lighting, sound or projection systems. No equipment other than that provided by the WFRC shall be used without the prior approval of the WFRC Manager. In addition, no changes in the general configuration of the stage, curtains, dressing rooms or work areas, permanent or temporary, shall be permitted without the consent of the WFRC Manager.
- b) All decorations and scenery elements are to be flame retardant. Open flames (candles, matches, lighters, etc.) are not permitted.
- c) At no time shall any of the Renter's scenery, stage furniture, props, costumes or equipment block any exits, loading doors, storage rooms and/or storage cabinets, outer sidewalks or parking lot. Storage rooms are for WFRC storage only and may not be used for dressing or storage by the Renter without consent of WFRC Manager.
- d) Tenant must provide WFRC with detailed staging and lighting plan, including, but not limited to, lighting instruments, positions, hookups, types and color no later than 10 (ten) business days prior to rental.
- e) Under no circumstances are any explosives, pyrotechnics, smoke, fog, haze or bubble generators to be used inside.

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VI. CLEANING

- a) The Renter is to maintain reasonable care as to the neatness and cleanliness of the facility (stage, back stage, support areas, dressing rooms, etc.) while it is in use by the Renter and/or their employed and volunteer personnel.
- b) Town personnel will clean and prepare the facility prior to the event. It will be the responsibility of the Renter to see that the facility remains clean during the course of their event. Town staff will remove trash placed in trash receptacles and maintain sanitary restroom facilities on a daily basis. It shall be the responsibility of the Renter to deposit all trash, food, etc. in the dumpster at the end of their event. No food can remain at the WFRC after an event. For an event requiring multiple days, this shall be done at the end of each performance /day.
- c) The Renter shall be responsible for clearing the stage, back stage area, dressing rooms, lobby and other spaces used upon "striking" the production/ the end of the rental. If these areas are not cleaned satisfactorily, the Town will clean the facility and the renter shall forfeit their damage deposit. The Renter shall be responsible for cleaning dressing rooms between rehearsals and performances. WFRC personnel shall empty dressing room and backstage trash receptacles on a daily basis.
- d) Upon completion of engagement, the Renter is responsible for returning all areas to their previous condition.

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VI. TICKETING, MERCHANDISE, AND CONCESSION POLICIES

- a) Renters are required to sell their own tickets to ticketed events, and will have access to the box office area only. The Renter is allowed to sell tickets day of the event.
- b) At no time will the Renter be allowed to sell more than the total number of 300 seats.
- c) All merchandise sold on premises is subject to a 20% commission to the Renaissance Centre without exception, regardless of seller. The Centre reserves the right to sell its own souvenir items at all events.
- d) All concessions sales are the sole responsibility of the WFRC.

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VII. COPYRIGHTED MATERIALS

Copyrighted materials lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the Town of Wake Forest harmless from any and all claims, losses, or expenses incurred with regard thereto, including reasonable attorneys fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.

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The Renter and guests shall comply with all rules and regulations established by the Town of Wake Forest for the facility, and shall abide by all applicable laws and ordinances. Violation of any of the conditions listed may result in loss of deposits and rental fees, loss of all future rental privileges, and immediate termination of Renter's right to access of the facility.

Signed:

Signed:

Town of Wake Forest Signature

Renter's Signature

Town of Wake Forest Printed

Date

Renter's Name Printed

Date

OFFICE USE ONLY Approval By (WFRC Staff) _____ Date _____

Deposit _____ Date Paid _____ Cash Check # _____ Debit/Credit 425-2373

Rental Fee _____ Date Paid _____ Cash Check # _____ Debit/Credit 425-000-4460.005

Notes: _____