



234 Sunset Ave.

Downtown Asheboro

SUNSET THEATRE RENTAL FORM

Rev 9/12/2008



123-B Davis Street

Asheboro, NC 27203

DATE OF EVENT: _____ EXPECTED ATTENDANCE: _____

Set Up Time: _____ Doors Open at: _____ Event Starts at: _____ Event Ends at: _____

NAME: _____

COMPANY/GROUP: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIPCODE: _____

DAY PHONE: _____ NIGHT PHONE: _____

E-MAIL: _____

For multiple dates, please attach a schedule of times that the facility should be opened and closed.

DESCRIBE IN DETAIL THE TYPE OF EVENT/ACTIVITY YOU PLAN ON HAVING

Is this Event: Open to the public? **yes / no** A private Event? **yes / no**

Will an admission fee be charged? **yes / no** What will the admission fee be? \$ _____

The Maximum # of tickets that can be sold for a single performance is **400**

Designated Representative _____

Home Phone: _____ Cell Phone: _____

Concessions

Asheboro Parks & Recreation reserves the right to sell concessions at all events held at the Sunset Theatre.

Please list all Non-Concession Items to be sold at event (ie: CD's, Shirts, etc...) _____

MARQUEE & DISPLAY BOARDS If you would like to have a message displayed on the marquee, please provide the information below. **Your Message is guaranteed to be displayed no-exclusively on rental date(s) only.**
(Note: Space is limited, Be as specific as possible. Your text is message is subject to being edited for space.)

**Please see 2nd Page for Stage Set up information.
Security Deposit of \$100.00 due when submitting application.
In the event of Cancellation, Deposit is not refundable.**

Rental Rate:

\$ _____

I/We, as the applicant, agree to be fully responsible for the facilities per conditions as outlined in the Rules & Regulations section of this application. I/We understand that this form must be completed and returned to the Asheboro Parks & Recreation Department along with Security Deposit to secure the potential date(s). **I/We understand that the designated Rental Rate shall be paid in Full and proof of insurance shall be supplied no later than 48 hours prior to the date of the event.** I/We also understand this request is subject to the approval of the Parks & Recreation Director of the City of Asheboro. I/We understand that Theatre Use must be approved prior to advertising the event. I/We understand that if I/We cancel the event for any reason, the Security Deposit shall be forfeited.

SIGNATURE: _____ **DATE:** _____

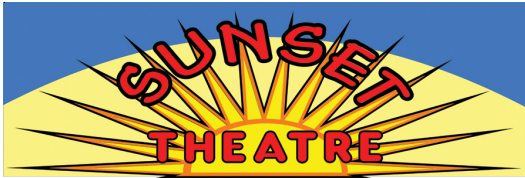
_____ Non-Profit _____ Private _____ Commercial

_____ \$100.00 Security Deposit Paid _____ Cash _____ Check Date Returned: _____

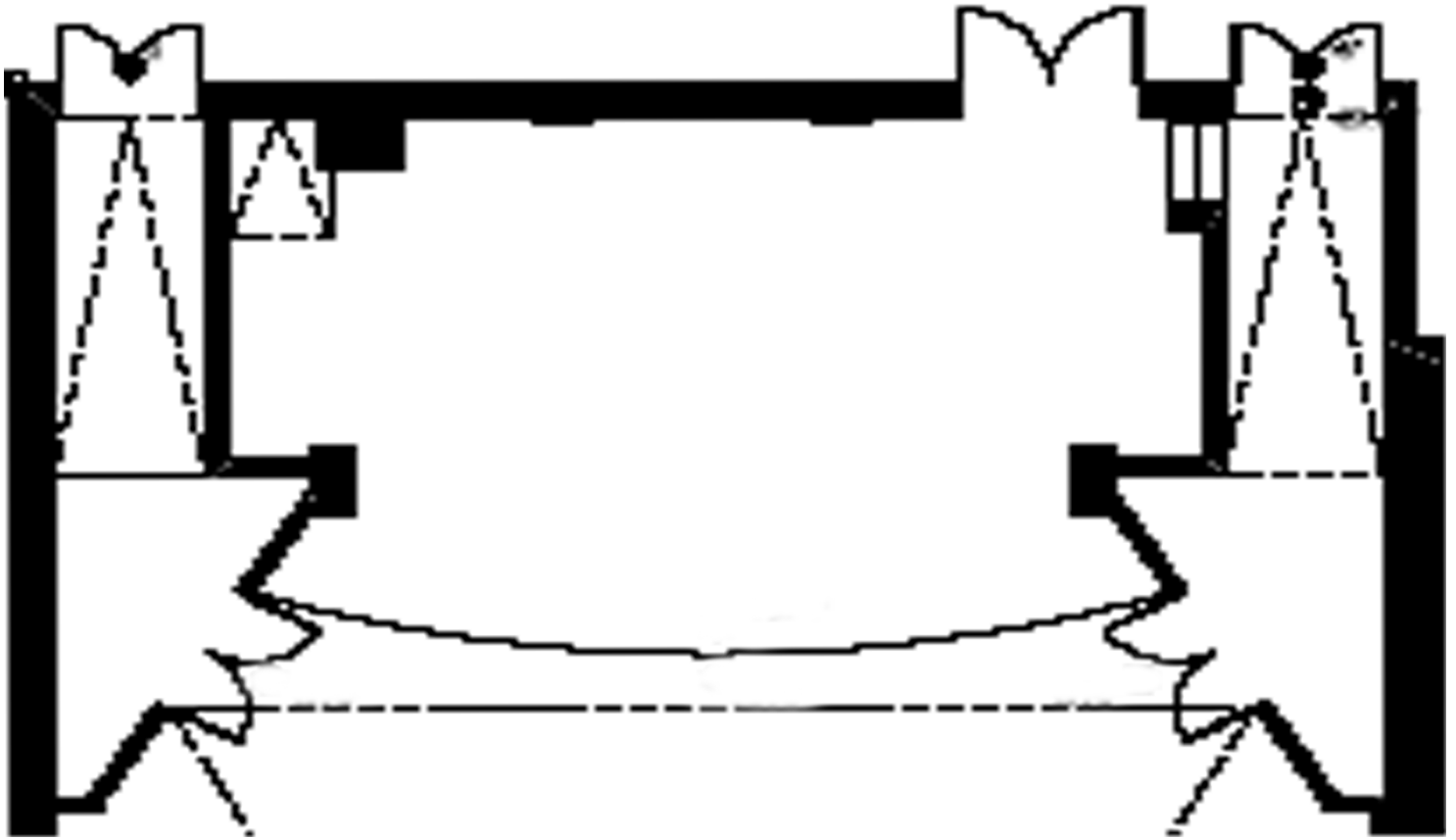
Rental Fee Paid \$ _____ Cash _____ Check Date Paid _____

The right to sell Concessions is waived: _____
Parks & Recreation Director

Approved by: _____ Date: _____ Entered in Calendar: _____
Parks & Recreation Director



Floor Plan



Stage Dimensions: 25'8" Wide x 23'4" Deep Main Level Seating Capacity 244 Balcony Seating Capacity 156
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Please list in detail your stage set-up requirements. A limited number of Tables and Chairs are available upon request, additional fees shall apply. A Spotlight and other lighting is available for an additional user fee. A basic sound system is available, for an additional fee, with the capacity for up to (3) mics. If basic sound is needed, please denote the number of mics needed and draw the desired location on the stage floor plan. Anything other than a basic system should be rented. *(Items requested the day of the event may be denied.)*

Total # of mics: _____

LEASING & RENTING

The Asheboro Parks & Recreation Department sanctions the use of the Sunset Theatre. This facility may be rented to individuals or other types of legal entities, subject to the terms and conditions listed herein and elsewhere within the Code of Asheboro

APPLICATION

Application to use this venue shall be made on a prescribed form obtainable from the Asheboro Parks & Recreation Department. Applications are subject to the approval by the Parks & Recreation Director. The Parks & Recreation Director reserves the right to Cancel any event with or without cause and in his sole discretion.

RULES & REGULATIONS

1. Alcoholic beverages are prohibited.
2. Smoking and tobacco products are prohibited in the facility.
3. **A \$100.00 security deposit** must be paid at the time of reservation to secure a date. The fee shall be submitted to Asheboro Parks & Recreation. Multiple dates will require multiple deposits.
4. The Parks & Recreation Director reserves the right to co-sponsor an event.
5. Violation of this agreement shall result in forfeiture of Security Deposit Fees.
6. The user fee's, as described in the Schedule of Deposits, Fees, and Charges administered by the Parks & Recreation Department must be paid at least 48 hours before the start of the event, or the event will be cancelled. In the event advance tickets have been sold, lessee is responsible for reimbursing ticket holders or to honor any advance tickets sold for a future event sponsored by the same lessee. Lessee is responsible for advertising the cancellation.
7. Failure to pay the rental fee will result in denied access to the Facility.
8. The maximum daily rental period is one **8 hour** period (unless otherwise noted in the Schedule of Deposits, Fees, and Charges administered by the Parks & Recreation Department), which includes load-in and load-out. At the latest, closing time shall be Midnight, unless otherwise stated. Failure to remove all items prior to the end of the specified rental period shall result in additional rental fees being charged.
9. In the event the facility is being rented for an event open to the public, or if admission is being charged, the person/ organization renting the facility, hereinafter known as "lessee", shall pay for and maintain, at all times during the individual or entity's use of the facility, Comprehensive and General Liability insurance coverage with primary limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage for any events open to the public. Furthermore, the City will be furnished with a Certificate of Insurance in a form satisfactory to the City. Certificate of Insurance must be in the possession of Asheboro Parks & Recreation at least, but not later than 48 hours prior to the scheduled event. Failure to provide proof of insurance will result in the event being cancelled. Furthermore, the Applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and City Council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission of the Applicant or its officers, employees, agents or contractors in connection with the Applicants use of the Sunset Theater.
10. If the event is closed to the general public and no admission fee is charged, a liability waiver shall be required in lieu of liability insurance coverage.
11. The Lessee must designate a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
12. The maximum number of tickets sold for any one event shall be determined by the total number of seats available and set up of the facility.
13. Assignment: ***Lessee may not assign this lease agreement or any right contained in this lease agreement or sublet the Sunset Theater or any adjoining property owned by the City of Asheboro.***
14. Asheboro Parks & Recreation shall have by way of illustration and without limitation the right to deny the use of the facility if; **1)** It deems such use may result in damage to the theater, **2)** It deems such use is inconsistent with the policies of the theater, **3)** It deems such use may lead to illegal activity at the theater, **4)** it deems such use may be detrimental to the character of the theater as a multipurpose community facility.
15. A Parks & Recreation Staff Member will be in attendance to oversee and supervise all events held at the theater. This staff member shall be equipped with a first aid kit, have the knowledge and ability to enforce theater rules & regulations and have basic knowledge of operation of the electrical, HVAC and lighting systems. This staff member shall have the authority to require anyone to leave the facility at any time for violation of the rules and regulations prescribed for the Sunset Theater or for engagement in any other form of inappropriate conduct.
16. Lessee agrees to a "walk-through" inspection prior to use of the facility. Any pre-existing, damaged, broken or malfunctioning equipment or furnishings shall be noted. A second walk-through shall be made at the completion of the event and any variance shall be noted and appropriate charges will be billed and due within 5 business days. Failure to pay damages shall result in legal action.
17. As appropriate, the lessee is responsible for procuring the services of properly trained security/law enforcement personnel.
18. The Asheboro Police Department and Asheboro Parks & Recreation Staff shall have access to all areas of the Facility at all times before, during and after the event. The Parks & Recreation Director or his designee has complete control of the facility at all times. His decision shall be final.

Initial: _____

1. Lessee is responsible for cleaning the theater after the event. The theater must be cleaned to the condition it was in at the start of the lease period.
2. Failure to clean up as required, shall result in loss of security deposit.
3. Cleaning supplies and trash can liners are available for use. Trash shall be disposed of in the appropriate location.
4. Items left after rental period will result in loss of Deposit and shall be deemed to be abandoned property subject to removal and disposition in the sole discretion of the City of Asheboro.
5. No decorations, posters, pictures, banners or other such items shall be fastened to walls, windows, woodwork, doors or curtains nor placed on stands in any area of the Theater without approval.
6. No nails, tacks, staples or screws of any kind may be applied to any part of the interior or exterior of the building.
7. Only approved tapes, such as blue painters tape and gaff tape may be applied to the stage floor and must be removed after event.
8. No painting, wood cutting or drilling shall be done on the stage or in the adjacent support areas without approval.
9. All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc...) is expressly prohibited.
10. At no time shall any of the lessee's scenery, stage furniture, props, costumes or equipment block any exits, loading doors, storage rooms, sidewalks or parking areas.
11. Any stage props that have power, must meet current electrical codes. Other props are subject to inspection and approval. If such props do not pass inspection, they are subject to immediate removal from the facility.
12. Lessee is encouraged to provide posters, banners and promotional material for the "Coming Attractions" Display Board at the Theatre entrance. Any items to be displayed or distributed are subject to Approval. Promotional material may be posted no earlier than 7 days prior to the event and no later than the day of the event. All promotional material shall be removed immediately after the event. Banners/Signs to be displayed are subject to the approval of the Parks & Recreation Director.
13. Lessee shall not change the location or use of the lobby displays, easels or signs without prior approval.
14. Asheboro Parks & Recreation reserves the right to sell any and all concessions during any event held at the Theater.
15. 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 City of Asheboro harmless from any and all claims, losses, or expenses incurred with regard thereto. Lessee shall pay all of the City of Asheboro's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.
16. Lessee shall be responsible for payment of any and all taxes, permits, fees, and other charges arising out of or connected with the use of the premises by lessee, and lessee shall save the City of Asheboro harmless from any and all obligations with respect to such taxes, permits and other charges.
17. If lessee desires to sell any items in or near the theater, including, but not limited to concessions items, videos, cds, dvds, tapes, clothing, periodicals, etc.. lessee must obtain written permission at least 48 hours prior to the event. Theater may refuse with or without cause such permission.
18. If lessee is granted permission to sell concessions, lessee agrees to pay Asheboro Parks & Recreation a 10% commission on any sales of any concession items sold. A joint inventory will be taken prior to and after the event.
19. Lessee is responsible for providing the following: a. PA system, accessories and qualified operator. Any cords shall be secured, safe for the public and in compliance with current electrical codes. b. Operator to run the spotlight, if needed. c. Ushers for the event d. Ticket Sellers /Takers for the event e. Approved lighting equipment and qualified operators. f. Money Box and Petty Cash as needed.
20. All persons/groups renting facility are responsible for knowing the location of all fire extinguishers and exits. A location map shall be provided.
21. Prior to each performance/event, an announcement must be made, stating location of restrooms, and emergency exits.
22. Only Parks & Recreation Staff may adjust the following: Thermostats, Stage Curtains.
23. The Parks & Recreation Director reserves the right to cancel any event, at any time.
24. The following are available for an additional fee, please contact Asheboro Parks & Recreation for additional information:
 - a. Box Office Operator, Usher, Spotlight Operator \$8.00 per hour, per staff member. (2 hour minimum)
 - b. Spotlight **\$20.00**
 - c. Light trees **\$50.00** per pair
 - d. Basic Sound System (for speaking only) **\$50.00**
 - e. Tables **\$5.00** each
 - f. Chairs **\$3.00** each
 - g. Ticket Design Service **\$60.00** for up to 400 tickets (1 side printed)
 - h. One Sheet for Display Case **\$15.00** per poster

I have read, understand and agree to adhere to the Rules & Regulations established for the use of the Sunset Theatre.

Signature: _____

Date: _____