

RENTAL AGREEMENT

Lakeland Theatre Company
411 Mosby Avenue
Littleton, NC 27850

The undersigned (hereafter collectively called "Renter") does hereby agree to rent from Lakeland Theatre Company (hereafter collectively called "Lakeland") identified areas of Lakeland Theatre located at 411 Mosby Ave, Littleton, NC for the period hereafter stated (a) upon the following terms and conditions and (b) subject to Lakeland Rental Rules and Guidelines attached to this Rental Agreement.

1. Rental Period/Time/Date: From _____ to _____ on _____
(time) (time) (day and date)
2. A non-refundable Deposit of \$100 (one hundred) dollars or \$500 (five hundred) dollars for the Main Theatre is due at signing of this agreement. Deposit will be returned within 30 days after completion of the rental.
3. The total amount of the rent \$ _____ is due two weeks prior to the day of the event.
4. Maximum number of people allowed is based on areas of the building being rented:
a. Cabaret 65 b. Dance Studio 75 c. Newsolarium Lounge 32 d. Main Theatre 225
5. Description of function for which the building is being rented: _____

6. No alcohol can be served or allowed on the rental premises unless the renter has a permit from the State of North Carolina ABC Board with a copy of the permit provided to Lakeland 2 weeks prior to the rental or alcohol is provided and served by Lakeland.
7. Is alcohol to be served? Yes _____ No _____ **Initials** _____
8. Lakeland must provide bartender service whether alcohol is provided by Renter or Lakeland. **Initials** _____
9. The renter acknowledges reviewing the Lakeland Rental Terms and Conditions prior to signing this Agreement and does further acknowledge that the Rules and guidelines are incorporated in and part of this Agreement. Renter will receive a copy to the Rental Terms and Conditions. **Initials** _____
10. The Renter, jointly and severally, agrees to indemnify and hold harmless Lakeland against (a) all damages, losses, claims and injuries resulting from the Renter's use and occupancy of the Lakeland building during the Rental Period or otherwise and (b) against all damages, losses, claims and injuries which may be asserted or claimed against the Lakeland by a third party as a direct result of the Renter's use and occupancy of the Lakeland building. In addition the Renter, jointly and severally, agrees to reimburse the Lakeland for all attorney fees, litigation expenses and court costs which may arise as a result or in conjunction with the enforcement of the foregoing indemnity agreement and this Agreement.

This agreement is signed this _____ day of _____, 20 _____

Print Name of Renter _____

Deposit Received \$ _____

Signature of Renter _____

Rent Received \$ _____

Address of Renter _____

Alcohol Permit approved: _____

Lakeland Representative Signature

Telephone Number _____

Renter has received a copy if the entire signed rental agreement, rental rates, fees and terms and conditions. **Initials** _____

Lakeland Room Rental Rates

Main Theater -----\$100/hr 4 hour minimum

Includes: _____

Newsolarim Lounge -----\$40/hr 4 hour minimum

Dance Studio -----\$60/hr 4 hour minimum

Cabaret -----\$50/hr 4 hour minimum

Kitchen -----\$40/hr 4 hour minimum

10% discount when renting 2 rooms

20% discount when renting 3 or more rooms

(All rates are subject to change)

Lakeland Personnel Fees

Security -----	TBD	Length of rental
Bar Tender -----	\$20/hr	4 hr minimum
Cleaning Services -----	\$20/hr	4 hr minimum

The following systems can be utilized as part of the rental and can only be operated by Lakeland personnel:

Stage Lighting System (Main Theatre)	\$20/hr operating fee	4 hr minimum
Sound System (Main Theatre, Cabaret)	\$20/hr operating fee	4 hr minimum
Karaoke Equipment (Cabaret)	\$20/hr operating fee	4 hr minimum

Lakeland

Rental Agreement Terms and Conditions

1) Rental period availability:

- a) 7:00 am through 11:00pm
- b) 7 days a week
- c) Most holidays.

2) Events going past rental period

- a) Addition hourly rates applies to any time that exceeds the agreed upon rental.

3) Bar Service:

- a) The **LAST CALL** for bar service will be 30 minutes prior to end of the rental period.

4) Insurance:

- a) Special event liability insurance in the amount of \$1 million dollars.

5) Catering Standards:

- a) Lakeland has a recommend caterer list
- b) Renter is responsible for their caterer actions
- c) Name of caterer and contact info to be provided to Lakeland 2 weeks prior to rental

6) Kitchen Standards: (Office staff will provide input)

- a) Renters can utilize the following equipment:
 - i) 1.
 - ii) 2.
 - iii) 3.
- b) Renters are not allowed the use of:
 - i) Gas stove
 - ii) Products in refrigerators, freezers and cabinets
 - iii) Pantry or serving items

7) Conduct:

- a) There is absolutely NO ILLEGAL DRUGS on the premise.
- b) The building in its entirety is NO SMOKING. Smoking is allowed outdoors away from the building and the area kept clean of cigarettes butts.

- c) Disparaging remarks or any kind of physical violence will not be tolerated and will cause immediate expulsion and possible cancellation of the event without any refunds.
- d) During underage events (18 years old and below), it is preferred that the underage individuals do not have in and out of the facility privileges and that there be in attendance at all times, sufficient chaperones (minimum 2 chaperones per 15 children under 18).

8) Security:

- a) It will be at the discretion of Lakeland to determine if an “on-site” security person or persons are required for this event. Lakeland will arrange for such a security staff.

9) Cancellation:

- a) Date – Hold Deposit is Non-Refundable from 30 calendar days to the event.

10) Load-in/Load-out and Storage:

- a) All load-in and load-outs must take place within the designated timeframe of the agreement.
- b) Lakeland is not responsible for checking in or handling any items brought in for the event.
- c) Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in and load-out times.

11) Cleaning, Trash and equipment removal:

- a) You are required to return the space to the same clean condition in which it was found.
- b) All trash must be collect and dispose in the proper trash and recycling containers located in the parking lot. Failure to remove or clean will result in additional fees
- c) All rental equipment must be removed immediately following your event.
- d) Failure to comply with the above may result in full or partial loss of the deposit.

12) City, County, State and Federal Laws:

- a) Renter agrees to comply with all applicable City, County, State and Federal Laws and shall conduct no illegal act on the premises. Renters shall not sell or provide alcohol to minors on the premises at any time.

13) Entry or Exit:

- a) Renter agrees that Lakeland may enter and exit the premises during the course of the event. There will be a Lakeland representative on-site during the entire event to insure it is running smoothly and will assist with facility issues that may arise.

14) **Lost and Found:**

- a) Lakeland takes no responsibility for personal effects and possessions left on the premises during and after any event. However, lost and found items will be held for 30 days.

15) **Credit Card:**

- a) Lakeland requires a credit card be on file during the entirety and 1 month after your event for: __ - (the office staff will provide input here)

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