

**NOT-FOR-PROFIT
USAGE POLICY AND FEE SCHEDULE**

The Chenango County Council of the Arts (CCCA) maintains and has available for rent a 514-seat theater, artist studio, conference room, and gallery space. CCCA reserves the right to refuse any rental request that does not meet the approval of the Board of Directors. Tenants (which term shall be deemed to include those users who are leasing the premises and those users who are using the premises pursuant to some other arrangement) are required to follow all provisions of the Usage Policy and Fee Schedule. Continued/future use of CCCA facilities is subject to compliance with the Usage Policy and Fee Schedule.

In order to secure your scheduled event:

1. Tenant must provide the Rental Deposit to the CCCA office at least fourteen (14) days prior to the scheduled event. CCCA will not confirm any rental dates until deposits are received. No Rental Deposit is required for rental of the William J. Hall Conference Room or Studio 107.
2. A certificate of insurance in the amount of \$1,000,000, naming the Chenango County Council of the Arts as additionally insured, must be on file at the CCCA office at least fourteen (14) days prior to the event. The scheduled event cannot take place without this certificate.
3. In an on-going effort to ensure that the CCCA is compliant with all New York State laws, it is required that user groups provide proof that they are compliant with New York State copyright law. Prior to facility use, Tenant will be required to furnish proof that it has received permission from any and all copyright owners regarding royalty fees in connection with its scheduled event at CCCA facilities.
4. If the Tenant has any contract with an artist in connection with the use of CCCA facilities, a copy of the contract and all rider provisions must be on file in the CCCA office at least fourteen (14) days prior to the event.
5. Not-for-profit groups applying for use must submit documentation of proof of current nonprofit status.
6. Tenant shall comply with all Federal, State, and Local laws, rules or regulations including all applicable building and fire codes.
7. Facility will be cleaned prior to Tenant's rental. Tenant accepts the premises "as is" and agrees that the premises and equipment were in good and working order at the time the Tenant took possession. Tenant agrees to assume responsibility for leaving the theater, common areas, hallways, bathrooms, dressing rooms, etc. clean and with all trash bagged and removed to the dumpster. If CCCA determines that excessive cleaning or repairs are required of these areas after an event, the cost will be charged back to the Tenant, and/or the Rental Deposit will be retained. Charges incurred because of damages by the Tenant, Tenant's agents, employees, patrons or artists will also be charged back to the Tenant.
8. Fire regulations require clear passage of hallways and common areas. Any items left in common areas are left at their own risk and must be removed within 24 hours after final use. Failure to do so will result in Tenant being charged for removal.
9. Tenant shall designate one representative who will be the sole person authorized to make decisions, resolve conflicts and negotiate any changes to performance procedures. This person assumes responsibility for all aspects of facility use, and must monitor activities attended by the public, making sure the following

rules are observed:

- a. Absolutely no smoking anywhere in the building at any time.
 - b. No loitering after any events.
 - c. Restricted use of the hallways at the discretion of the CCCA.
 - d. Parking is not allowed on the residential side of the building even for handicap access (and absolutely no parking is allowed in the fire lanes at any time).
 - e. No alcoholic beverages served or consumed without prior approval of the CCCA Board of Directors.
 - f. No food or beverages inside the theater.
 - g. No pets are permitted except those assisting the visually impaired.
 - h. Children must be supervised at all times.
 - i. It is essential to maintain good relations with the landlord and other tenants of the building. A moderate amount of noise outside the theater is acceptable; higher levels are not and could jeopardize use of the facility.
 - j. All facility use may begin at 9 a.m. and must conclude no later than 11 p.m., unless otherwise arranged with the CCCA.
 - k. At every event in the theater, Tenant shall ensure that the Required Introduction is read. A copy will be provided to you, and/or is available in the Arts Council office.
10. CCCA requires that a CCCA representative be on-site during all facility use. During hours that the CCCA Office is open (normally 9 a.m. to 5 p.m. Monday through Friday), Tenant will not have to pay to have a CCCA representative on-site. At all other times, Tenant will pay an hourly rate (set forth in the Fee Schedule), in addition to the rental amount, to have a CCCA representative present.
 11. CCCA's Technical Director must be on-site any time any of the theater equipment is used, with the exception of work lights. Tenant shall pay an hourly rate for the Technical Director's services.
 12. Tenant will arrange for, at Tenant's expense, any additional technical, production, security, load in/out help, etc. that are deemed necessary. Any special lighting, sound or other technical equipment beyond the list of CCCA equipment must be paid for by Tenant. (Contact sheet of suggested vendors available upon request).
 13. CCCA must approve the sale of any concession items sold on the premises by the Tenant. CCCA reserves the right to sell any CCCA items and goods at any time.
 14. Piano tuning is the responsibility of the Tenant. If Tenant elects to have the piano tuned, Tenant must have the work done by a CCCA-approved service provider. The grand piano may be moved only under the direction of the CCCA Technical Director.
 15. Tenant shall not attach any outside signage to the building. Tenant may use the CCCA sign on West Main Street, provided Tenant assumes responsibility for inserting and retrieving the letters. (Contact the CCCA if you are interested.)
 16. Any external borrowed materials (not belonging to CCCA) must be borrowed under the Tenant's name, not CCCA's.
 17. When advertising, it is necessary to promote the theater as the "Martin W. Kappel Theater."
 18. CCCA is not responsible for lost, stolen or damaged property.

19. Facility uses not covered by this Usage Policy or exceptions to any policy or fee set forth herein may be permitted by the CCCA Board of Directors upon written application. All such uses are subject to written confirmation and Tenant may not rely upon oral representations made in response to the application.

Theater Rental

Theater Rental includes theater space, lobby space, restrooms, backstage dressing room, spinet and grand piano, basic facility sound and lighting equipment (see technical sheet for theatre description and existing technical equipment). Technical/security time is required and will be billed separately.

Additional space for rehearsals, dressing rooms, concessions and storage may be available for an extra charge (see below).

Theater Rental Fees

Daily Rate: \$145

Weekly Rate (7 consecutive days): \$812

Gallery (includes use of kitchen area)*

Hourly Rate: \$30

Daily Rate (up to 8 hours): \$190

Security Fees will apply.

William J. Hall Conference Room*

Hourly Rate: \$13

Daily Rate: \$83

As a privilege of membership, and subject to availability, CCCA organizational members may use the William J. Hall Conference Room once a month for meeting purposes at no charge. Security Fees will apply.

Studio 107*

Hourly Rate: \$15 (Teaching Artist; with potter's wheel)
 \$12 (Teaching Artist; without potter's wheel)
 \$9 (Non-member Artist; with potter's wheel)
 \$6.50 (Non-member Artist; without potter's wheel)
 \$6.50 (Member Artist; with potter's wheel)
 \$3.25 (Member Artist; without potter's wheel)

Daily Rate (9 am to 5 pm): \$65 (with potter's wheel)
 \$46 (without potter's wheel)

Additional fee: \$18/assisted firing

For Member Artists renting Studio 107 for hourly rates, CCCA does not require Rental Deposit, insurance and Lease). Evening hours for Studio 107 rental are by special arrangement only.

**Rentals must follow regular procedures required for facility use, including security/technical personnel as needed unless otherwise noted. All areas must be left as found.*

Security/Technical Director Fees

CCCA requires that a CCCA representative be on-site during all hours that facility is in use. This includes theater rental, gallery, William J. Hall Conference Room, Studio 107 etc. There is no charge for the CCCA representative during regular business hours that the CCCA office is open (M-F, 9 a.m. to 5 p.m.) During all other hours of use (including all scheduled holidays), Tenant shall pay for either a "Security" presence or the presence of CCCA's Technical Director.

**Security: \$13/hour (no charge during regular business hours that the CCCA office is open -- M-F, 9 a.m. to 5 p.m.)*

**Technical Director: \$25/hour (mandatory any time theatre equipment is used, with the exception of work lights)*

**Please note that Tenant will not be charged for Security during the time that the Technical Director is paid to be present.*

Rental Deposit

\$100 (must be paid at least 14 days prior to scheduled event); The Rental Deposit will be returned at the end of the lease unless it is required in part or in whole to defray excessive cleaning or repair expenses or damages by Tenant, Tenant's agents, employees, patrons, or artists. No Rental Deposit is required for rental of the William J. Hall Conference Room or Studio 107.

Box Office Fees

Box Office Services: Event holder shall pay a box office fee as well as mailing expenses to help defray administrative costs incurred through box office sales handled during normal CCCA business hours (M-F, 9am-5pm).

The fee for non-CCCA members is \$2 per ticket sold.

The fee for CCCA organizational members is \$1 per ticket sold.

Both members and non-members must pay postage for tickets mailed out. This will be calculated after sales are complete, and is per envelope sent.

Optional Services

Additional rooms: \$30 per room per day (pending availability).