

2015-2016 Facility Rental Policy and Fee Schedule

The Chenango Arts Council (CAC) maintains and has available for rent a 514-seat theater, artist studio, conference room and gallery space. The CAC 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 Rental Policy and Fee Schedule. Continued/future use of CAC facilities is subject to compliance with the Rental Policy and Fee Schedule.

In order to secure your event:

1. After phoning to schedule a proposed event date, Tenant must provide a Rental Deposit to the CAC office at least fourteen (14) days prior to the scheduled event (see Fee Schedule). CAC will not confirm rental dates until a deposit is received, and reserves the right to cancel scheduled events without the timely submission of the deposit and other required paperwork. No Rental Deposit is required for the William J. Hall Conference Room or Studio 107.
2. A certificate of insurance in the amount of \$1,000,000 naming the Chenango Arts Council as additionally insured must be on file at the CAC office at least fourteen (14) days prior to the event. The scheduled event cannot take place without this certificate, and the Council reserves the right to cancel scheduled events without the timely submission of an insurance rider, deposit and other required paperwork.
3. In an on-going effort to ensure that the CAC 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 CAC facilities.
4. If the Tenant has a contract with an artist in connection with the use of CAC facilities, a copy of the contract and a technical rider must be on file in the CAC office at least fourteen (14) days prior to the event. If you do not provide technical and logistical needs fourteen (14) days prior, the CAC cannot guarantee requests are met. The use of fog or haze equipment must be arranged with the CAC in order to coordinate the disabling of the building alarm system with the Norwich Fire Department.
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 CAC 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 CAC.
 - 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 CAC Board of Directors. **TO REQUEST ALCOHOL USE DURING A RENTAL, PLEASE SEE THE ATTACHED ALCOHOL POLICY RIDER****
 - f. No food or beverages inside the theater.
 - g. No pets are permitted except for service animals.
 - 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 11p.m., unless otherwise arranged with the CAC.
 - k. At every event in the theater, Tenant shall ensure the Required Introduction is read, pointing out fire exits. A copy will be provided to you, and/or is available in the Arts Council office and on the web.
10. **CAC requires that a CAC representative be on-site during all facility rentals. The CAC's Technical Director must be on-site any time theater equipment is used, with the exception of work lights. Tenant shall pay an hourly rate for either Security or Technical Director's services, and will only be charged for one or the other at a time (refer to page 4).**
11. 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 CAC equipment must be paid for by Tenant.
12. CAC must approve the sale of any concession items sold on the premises by the Tenant. CAC reserves the right to sell any CAC items and/or goods at any time.
13. Piano tuning is the responsibility of the Tenant. If Tenant elects to have the piano tuned, Tenant must have the work done by a CAC-approved service provider. The grand piano may be moved only under the direction of the CAC Technical Director.
14. Tenant shall not attach any outside signage to the building. Tenant may use the CAC sign on West Main Street, provided Tenant assumes responsibility for inserting and retrieving the letters. (Contact the CAC if you are interested.)
15. Any external borrowed materials (not belonging to CAC) must be borrowed under the Tenant's name.
16. When advertising, it is necessary to promote the theater as the "Martin W. Kappel Theater."
17. CAC is not responsible for lost, stolen or damaged property.

Rental Information

Theater Rental includes theater space, lobby space, restrooms, backstage dressing room, spinet and/or grand piano and basic lighting. Technical/Security time is required and will be billed separately. For theater technical information, visit: <http://www.mattgrenier.com/main/kappel-theater>

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

Facility uses not covered by this Usage Policy or exceptions to any policy or fee set forth herein may be permitted by the CAC 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 Fees*

Daily Rate: **General:** \$800 **Non-profit** (*must provide documentation of proof*): \$245

Daily Rate under Alcohol Policy (must adhere to Alcohol Policy Requirements):

General: \$900 **Non-profit** (*must provide documentation of proof*): \$345

Weekly Rate (7 consecutive days): **General:** \$4740 **Non-profit** (*must provide documentation of proof*): \$1485

Weekly Rate under Alcohol Policy (must adhere to Alcohol Policy Requirement):

General: \$5460 **Non-profit** (*must provide documentation*): \$2205

Outside promoters/presenters will be charged the daily rate of \$775/\$875, weekly rate of \$4600/\$5300, or a 15% of gross tickets sale receipts, which ever is greater. Promoter/presenter will provide CAC with a preliminary report of all ticket sales immediately following the event, with a final accounting payment due within five (5) business days. Box Office fees are in addition to and separate from facility rental fees.

Gallery* (*includes use of kitchen area*)

Hourly Rate: **General:** \$101 **Non-profit** (*must provide documentation of proof*): \$54

Daily Rate (up to 8 hours): **General:** \$605 **Non-profit** (*must provide documentation of proof*): \$361

Daily Rate under Alcohol Policy (must adhere to Alcohol Policy Requirement):

General: \$708 **Non-profit** (*must provide documentation of proof*): \$464

William J. Hall Conference Room*

Hourly Rate: \$26

Daily Rate: \$180

Daily Rate under Alcohol Policy (must adhere to Alcohol Policy Requirements): \$283

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

Studio 107*

Hourly Rate: \$26 (Teaching Artist; with potter's wheel)
 \$21 (Teaching Artist; without potter's wheel)
 \$15 (Non-member Artist; with potter's wheel)
 \$11 (Non-member Artist; without potter's wheel)
 \$11 (Member Artist; with potter's wheel)
 \$6 (Member Artist; without potter's wheel)

Daily Rate (9 am to 5 pm): \$106 (with potter's wheel)
 \$74 (without potter's wheel)

Additional fee: \$32/assisted firing

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

**All rentals must follow regular procedures required for facility use, including security/technical personnel fees as needed. All areas must be left as found.*

Security/Technical Director Fees

CAC requires that a CAC representative be on-site during all facility rentals. The CAC's Technical Director must be on-site any time theater equipment is used, with the exception of work lights. Tenant shall pay an hourly rate for either Security or Technical Director's services, and will not be charged for Security during the time that the Technical Director is paid to be present.

Security: \$26/hour

Technical Director: \$26/hour (*mandatory any time theatre equipment is used, with the exception of work lights*)

Rental Deposit:

\$100: Must be submitted at least 14 days prior to scheduled event.

\$500 for Rentals under the Alcohol Policy: Must be submitted at least 14 days prior to scheduled event.

Please refer to the Alcohol Policy Rider.

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, although damages will be charged to the Tenant if necessary.

Box Office Fees:

Box Office Services: Event holder shall pay a box office fee to help defray administrative costs incurred through box office sales handled during normal CAC business hours (M-F, 9am-5pm). If you are interested in this service, please let us know. Forms are available in our office and on the website.

The fee for **non-CAC members** is \$2.50 per ticket sold.

The fee for **CAC organizational members** is \$1.50 per ticket sold.

Optional Services:

Additional rooms: \$50 per room per day (pending availability).

Chenango Arts Council Facility Rental Alcohol Policy

It is the policy of the Chenango Arts Council (CAC) that no alcoholic beverages are to be served or consumed at our venue without prior approval of the CAC Board of Directors.

If you wish to provide alcohol at your rental event you must submit the following to the CAC for presentation to the full Board of Directors within fourteen (14) days of your scheduled event:

- *Your signed lease agreement indicating that you intend to provide alcohol.
- *A \$500 Security Deposit.
- *A copy of your liquor license or name and license of the caterer providing alcohol.
- *A copy of your insurance coverage citing alcohol liability coverage.

You must also:

- Keep alcohol in a controlled environment with constant adult supervision.
- Limit alcohol consumption to a 20 minute (maximum) intermission, no pre or post show consumption.
- Provide one (1) Security person for every 50 people anticipated to attend alcohol event.