

CHENANGO ARTS COUNCIL

27 West Main Street, Norwich, NY 13815

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ChenangoArts.org

2017-2018 Venue 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 Executive Director approves or rejects all venue rental applications. 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 Venue Rental Policy and Fee Schedule. Continued/future use of CAC facilities is subject to compliance with the Rental Policy and Fee Schedule.

Venue Rental Application Process

1. Proposed Tenant completes the **Venue Rental – Availability Request Form** (posted on the CAC website) at <http://www.chenangoarts.org/about/rentals.html> This initial request allows the CAC to research rental feasibility according to requested facility and the Master Calendar. CAC will confirm feasibility for all requests. Verbal requests are not accepted.
2. For feasible rental use, the CAC will issue a **Confirmation of Venue Rental Availability** and a **Venue Rental Deposit Invoice**.
3. Upon receipt of signed and completed Lease Agreement, required documents and deposit, CAC will confirm and formally reserve the requested rental dates. No Rental Deposit is required for the William J. Hall Conference Room or Studio 107. However, completed application and documents are required to formally schedule the rental.
4. CAC reserves the right to remove pending reservation for any incomplete requests.

Tenant Responsibilities

1. Tenant shall comply with all Federal, State and Local laws, rules or regulations including all applicable building and fire codes.
2. Tenant shall meet with the Executive Director and Technical Representative(s) at least seven (7) days prior to the event date to confirm staffing needs and technical requirements for the event.
3. 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.
4. 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.
5. 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.
6. 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 assume 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 ALCOHOL POLICY RIDER (page 4).**
 - f. No food or beverages inside the theater.
 - g. No animals are permitted except for service animals or under special permission (i.e., education or zoo 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 9:00 a.m. and must conclude no later than 11:00 p.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 is available in the Arts Council main office and on the website.
 - l. CAC requires that a CAC representative be on-site during all facility rentals. The CAC's Technical Representative 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 Representative's services and will only be charged for one or the other at a time.
7. 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.
 8. 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.
 9. 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 Representative.
 10. 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.
 11. Any external borrowed materials (not belonging to CAC) must be borrowed under the Tenant's name.
 12. When advertising, it is necessary to promote the theater as "the Martin W. Kappel Theater".
 13. CAC is not responsible for lost, stolen or damaged property.
 14. Sawing of lumber or construction tasks that generate fine dust are not permitted in the Martin W. Kappel Theater facility. Drop cloths are required when painting sets or displays on stage. Paint drips must be removed; when necessary paint drips will be covered with black paint provided by the CAC.
 15. All rigging, props, risers and other stage related items must be safely and promptly stored in the designated locations following strike of any performance or production. Storage in common areas is not permitted by fire code.

Venue Rental Application Requirements

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 CAC reserves the right to cancel scheduled events without the timely submission of an insurance rider, deposit and other required paperwork.

In an on-going effort to ensure 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 Stage 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.

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 continue the disabling of the building alarm system with the Norwich Fire Department.

Not-for-profit groups applying for use must submit documentation of proof of current non-profit status.

Venue Rental Fee Schedule

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

Additional dressing room, rehearsal, concession and storage space is available for an extra charge.

Facility uses not covered by this Venue Rental Policy, or exceptions to any policy or fee set forth herein, may be permitted by the CAC Executive Director 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.

All rentals must follow regular procedures required for facility use, including Security and Technical Representative fees as applicable. All areas must be left as found.

RENTAL DEPOSIT:	General:	\$100	Rentals under Alcohol Policy:	\$500
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Must be submitted at least fourteen (14) days prior to schedule event. The Rental Deposit will be allocated towards the final balance which will be due on or before the event date. The Rental Deposit is non-refundable.

THEATER RENTAL FEES:

Daily Rate	General:	\$800	Non-Profit (with documentation of proof):	\$245
Daily Rate under Alcohol Policy	General:	\$900	Non-Profit (with documentation of proof):	\$345
Weekly Rate (7 consecutive days)	General:	\$4,740	Non-Profit (with documentation of proof):	\$1,485
Weekly Rate under Alcohol Policy	General:	\$5,460	Non-Profit (with documentation of proof):	\$2,205

Promoters and presenters who rent the theater with the intention of asking general admission for the performance will be charged the daily rate of \$775 or \$875 under Alcohol Policy, a weekly rate of \$4,600 or \$5,300 under Alcohol Policy, or 15% of gross ticket sales receipts, whichever is greater. Promoter/presenter will provide CAC with a preliminary report of all ticket sales immediately following an 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.

BOX OFFICE FEES:

Event holder shall pay a Box Office Fee to help defray administrative costs incurred through Box Office sales handled during normal CAC business hours (Monday-Friday 9:00 a.m. – 5:00 p.m.). Please let us know if you are interested in this service.

Non-CAC Members:	\$2.50 per ticket sold
CAC Organization Members:	\$1.50 per ticket sold

SECURITY OR TECHNICAL REPRESENTATIVE FEES:	\$26/hour
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CAC requires that a CAC representative be on-site during all facility rentals. The CAC's Technical Representative must be on-site any time theater equipment is used, with the exception of work lights. Tenants shall pay an hourly rate for either Security or Technical Representative's services and will not be charged for Security during the time the Technical Representative is paid to be present.

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:

1. Your signed Lease Agreement indicating you intend to provide alcohol.
2. A \$500 Deposit.
3. A copy of your liquor license or name and license of the caterer providing alcohol.
4. A copy of your insurance coverage citing alcohol liability coverage.

You must also:

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