

## **The Colonial Center Operation and Use Policies**

Policies governing the operation and use of The Colonial Center are necessary to ensure that the building and its furnishings are maintained at the optimum level of usability, safety, cleanliness, and efficiency for the entire community's full enjoyment of the facilities provided. They are not intended to limit or hinder the full utilization of the facilities. The following policies are established for these purposes.

- \_\_\_\_\_ 1. Those seeking to rent the Stage, Earl O. Horne Auditorium, third-floor Ballroom, and/or Art Galleries should contact a facility director at (434) 262-4170 for an application and further information regarding availability and use.
- \_\_\_\_\_ 2. Whenever the renter or any agent or representative of the renter is present at The Colonial Center, a facility director and/or ushers employed by The Colonial Center are required to be present and on duty. The costs of this service shall be borne by the user (renter). Please refer to the "facilities charges" page for further details.
- \_\_\_\_\_ 3. The Technical Director for The Colonial Center will determine the needs for each program and provide a staff of trained technicians, who will be paid by the sponsoring organization. Please refer to the "facilities charges" page for further details. Only those authorized technicians and program advisers will be permitted in the Control Rooms. The renter **MUST** provide a comprehensive overview of all technical needs to the Technical Director no later than two weeks prior to the event, along with any CDs or soundtrack music to be played during the event.
- \_\_\_\_\_ 4. Any damage occurring to the keyboard through misuse will become the responsibility of the user, as is the case with other damages as set forth herein. Keyboard use requires an additional charge that is further addressed under "facility charges" of the application.
- \_\_\_\_\_ 5. The Colonial Center furnishings and equipment are **NOT** to be removed from the building, or moved out of their established location, without permission from a facility director.
- \_\_\_\_\_ 6. Children accompanied by an adult may attend events in The Colonial Center as long as their behavior does not interfere with the programs. If children are present before the event (such as backstage), they must be supervised by an adult associated with the user (renter) **AT ALL TIMES**. They may not wander unaccompanied in the facility or handle equipment/materials in the building.
- \_\_\_\_\_ 7. Anyone under the influence of alcohol or drugs will not be allowed on the premises. Alcoholic beverages, including beer, are to be bought and consumed from the designated concession area(s). User shall be responsible to obtain any and all necessary ABC permits and comply with any and all ABC regulations. Proper permits must be submitted to the facility director at least forty-eight (48) hours prior to the event. **AT NO TIME** is alcohol to be brought in and/or consumed in any area of the building without facility director approval and proper permits. Minors are not permitted to consume, serve, or otherwise be involved in events involving alcohol.

- \_\_\_\_\_ 8. Illegal substances including drugs, narcotics, etc., are strictly prohibited on the premises.
- \_\_\_\_\_ 9. Smoking is strictly prohibited on the premises. Smoking is permitted outside The Colonial Center. Please extinguish and dispose of cigarettes, pipes or cigars in designated receptacles only.
- \_\_\_\_\_ 10. No person shall affix anything to the walls, floor, or ceiling of The Colonial Center including posters, by any means without permission of a facility director. Additionally, there can be nothing to obstruct exits, walkways, railings, stair, the elevator, or any other points of entry and or thoroughfares.
- \_\_\_\_\_ 11. Painting of scenery or equipment as well as nailing objects to any surface or attaching anything to curtains or painted surfaces of the Earl O. Horne Auditorium is not allowed.
- \_\_\_\_\_ 12. During performances in the Earl O. Horne Auditorium, all cell phones must be turned off or placed on vibration.
- \_\_\_\_\_ 13. Any explosive materials or firearms of any nature are strictly prohibited on the premises. This policy does not apply to law enforcement or security officers.
- \_\_\_\_\_ 14. When the Earl O. Horne Auditorium is not in use for the specified authorized program, access will ONLY be granted by appointment through a facility director. Access is not available solely because the renter is planning on using the facilities.
- \_\_\_\_\_ 15. Cancellation for Main Stage/Auditorium: All cancellations must be made 30 days prior to the first rental date. If cancellation is made at least 30 days before the first performance, a full refund of monies paid for advance rental payment will be returned to the Lessee except for the non-refundable deposit provided for hereinafter. HOWEVER, if cancellation is made less than 30 days before the first rental date, the deposit and rental fees already paid will be forfeited.
- \_\_\_\_\_ 16. Cancellation for Ballroom: All cancellations must be made 14 days prior to the first rental date. If cancellation is made at least 14 days before the first performance, monies paid for advance rental payment will be returned to the Lessee. HOWEVER, if cancellation is made less than 14 days before the first rental date, the deposit and rental fees already paid will be forfeited.
- \_\_\_\_\_ 17. Use of the marquee shall be subject to the approval of a facility director. Its use requires an additional fee addressed under “facilities charges” on the application page. All messages/titles must be approved by a facility director, and displays shall be placed on the marquee by a facility director or employee of The Colonial Center.
- \_\_\_\_\_ 18. The use of fire in any stage presentation is strictly prohibited.
- \_\_\_\_\_ 19. No animal shall be permitted on the premises except guide or service animals and those specifically permitted by a facility director which may be a part of any production.
- \_\_\_\_\_ 20. No use shall be made of The Colonial Center facilities after 11:00p.m. or prior to 10:00 a.m. without express approval of a facility director. These times include set-up

and clean-up for the specified event. No exceptions are made without prior approval from a facility director.

- \_\_\_\_\_ 21. All deliveries, set-ups, etc. must be scheduled in advance and coordinated with the facility director. An event day schedule must be submitted to, and approved by, a director no later than two weeks prior to the event. Additionally, any entity/individual/company associated with the event such as a photographer, caterer, etc. must meet with a facility director prior to the event to go over details and obtain approval for their plans. Access will ONLY be granted by appointment through a facility director, and is not available solely because the renter is planning on using the facilities.
- \_\_\_\_\_ 22. At least two individuals in the group, company, etc. associated with the event should be designated as the liaison between the facility director and the rest of the group that is renting (using) the space for that time. This person is responsible for assisting with implementing and enforcing The Colonial Center's policies.
- \_\_\_\_\_ 23. Heat and air condition settings will be adjusted and set prior to the event. Settings will range from 68 to 78 degrees during event time. (Heat setting – between 68-75 degrees, Air Conditioning – between 72 and 78 degrees.)
- \_\_\_\_\_ 24. Clean-up is the responsibility of the renter with final approval of The Colonial Center Director. Clean-up does include all trash picked up and placed into the outside dumpsters located behind the gas station, directly across from the actors entrance door. It also includes sweeping/vacuuming any debris, food, etc. remaining from the event. Noticeable stains and/or spills should be addressed immediately as they occur by the renter (user).
- \_\_\_\_\_ 25. When seeking to rent the Earl O. Horne Auditorium, a comprehensive overview detailing the event schedule, the program to be presented, and a technical outline must be provided to the Facility Director prior to booking. This outline must be presented, reviewed and accepted by the Facility Director and the Technical Director prior to contract initiation.
- \_\_\_\_\_ 26. **TERMINATION AND COMPLIANCE WITH LAWS:** The Colonial Center may terminate this Lease Agreement if any use or reasonably anticipating use of our facilities by Lessee may conflict with or violate any applicable laws, or if any proposed or reasonably anticipated occupancy or entertainment may tend to bring discredit or physical damage to The Colonial Center. Lessee shall be responsible to insure compliance with all laws, regulations, ordinances, and legal duties and obligations arising out of, or connected with, Lessee's use of the leased premises.

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**Entering the Theatre** Performers should use the Backstage Door on the Loading Dock Entrance when entering the Earl O. Horne Auditorium. Please do not use Main Entrance.

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**Greenroom** The Greenroom, located backstage on the Main Floor, shall not be used as a dressing area. Snacks and drinks may be consumed in the Greenroom only. THERE ARE TO BE NO ALCOHOLIC BEVERAGES CONSUMED IN ANY BACKSTAGE AREA. Trash must be disposed of in available trashcans and then disposed of properly at the end of the event as outlined in number twenty-five.

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**Dressing Rooms** It is the responsibility of the lessee to remove all lessee property from the Dressing Rooms and leave them in good order. A member of the technical staff will inspect the Dressing Rooms with the Producer or Stage Manager to determine their condition. Failure to adequately clean at the end of the rental period will result in a deduction of cleaning fees from the security/damage deposit.

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**Concessions** Renter may not sell food and beverage concessions.

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**Food and/or Drinks** Under no circumstances will food or drinks be taken into the Earl O. Horne Auditorium's seating area or on Stage. Food and drinks may be consumed only in the Greenroom, ballroom, and/or front lobby.

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**Valuable Items** Do not bring valuable items into the Earl O. Horne Auditorium or the backstage areas and leave them unattended. The Colonial Center is not responsible for personal items. Unclaimed items left behind from the event that are not claimed within seven (7) days will be discarded.

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**Stage Manager** The client's Stage Manager should meet with a member of the technical staff at least two weeks prior to the event. The technical staff will instruct the Stage Manager as to coordination of the opening of the house and the curtain with The Colonial Center Technical Director. It is not the responsibility of the Colonial Center to initiate the scheduling of this meeting. The stage manager should contact the Technical Director at (434) 262-4170 well in advance of the event in order to schedule a technical meeting.

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**Souvenirs and Videos** The sale of souvenirs and/or videos may be permitted on The Colonial Center premises with the express permission of The Colonial Center Administration. Arrangements must be made with The Colonial Center.

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**Ticketing/Box Office** Information regarding seating arrangements, where to purchase tickets to the event, ticket price, etc. will be given to The Colonial Center box office staff as those decisions are made by the renter (user). Furthermore, no one will have access to the backstage area that does not have a pass from the renter (user) or The Colonial Center. Seats may not be used without a ticket.

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**Posters and Notices** Posters, advertising and notices may not be taped to any lobby wall.

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**Seating** In order to be fair to all persons attending events at The Colonial Center, seating will begin no more than one-hour prior to performance. Thirty minutes is preferred, and has historically been plenty of time for guests to be seated. The Earl O. Horne Auditorium will be cleared of all persons involved in sound checks and rehearsals prior to opening for seating. For general admission events, no seats may be claimed prior to the commencement of seating except reserved areas subject to the approval of a facility director.

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**Ushers** The Colonial Center provides trained volunteer ushers for all ticketed events in The Colonial Center complex at renter's expense. Please see the "Facility charges" part of the application for more information. A minimum of two ushers is required.

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**Photography** While the Administration of The Colonial Center strongly advises against using flash photography because of its potential to disorient performers, the final decision of photography and/or video use in The Colonial Center will be left up to the Colonial management. No one will be granted permission to photograph or use video during a rental if it infringes upon The Colonial Center, copyright laws, ASCAP guidelines, and any other regulatory agency rules. Renters (users) must determine their policy at the time of the contract signing so that Colonial staff and ushers can enforce the decision appropriately.

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**Act of God/Force De Majeure** Should the facility scheduled for the performance become unavailable or inaccessible for reason(s) of inclement weather, fire, windstorm, other acts of God, public disturbances, or similar occurrences beyond the control of The Colonial Center, the venue shall reserve the right to cancel this agreement, whereupon the liability of The Colonial Center to Renter shall be expressly limited to the amount of the rental sum and any facility charges paid by the renter for said event. In addition, patrons may be required to evacuate The Colonial Center during an event in the event of an emergency.

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**Insurance** Presenter shall provide The Colonial Center with a certificate of insurance evidencing comprehensive general liability insurance with a limit of no less than \$1,000,000.00 combined single limit for bodily injury and property damage. Said certificate shall list The Colonial Center as an additional insured under the terms of coverage this must be provided to a facility director 14 days prior to usage of the facility.

**The Colonial Center  
Facility Charges  
Main Stage and Earl O. Horne Auditorium**

Rental Hours: Facility is open for rentals at 10:00a.m. and closed at 11:00p.m. (all out and doors locked).

**\*\*Please note that load-in, load-out, decorating, rehearsals, clean-up, etc. must all take place within these hours of operation under the hours for which the renter has been charged for use. (In other words, all aspects of an event must take place within the hours rented, i.e. three hour rental = event plus the aspects noted above.**

Basic Facility Charges:

For House Lights ONLY: 3-up to 5 hours per day **\$150.00 per hour**

5-10 hours per day **\$170.00 per hour**

Extra lights, special lighting or sound, or other technical needs must be used under the direction of The Colonial Center Production Director. Rates are as follows:

3- up to 5 hours per day **\$190.00 per hour**

5-10 hours per day **\$220.00 per hour**

**\*\*All technical aspects of the show must be planned no later than two weeks in advance with The Colonial Center Production Manager. No changes can be made without the consent of the Production Director.**

**NOTE: MINIMUM HOURLY RENTAL PERIOD IS THREE (3) HOURS PER DAY.**

Rental of the facility includes colonial ushers for event time only. Extra hours **MUST** be preapproved by a Colonial Center Director, once the renter determines they are needed. Extra hours cost \$220.00 per hour and payment is due before the renter/organization leaves the building for the evening.

Additional Charges:

\$25.00 – Keyboard rental for event time only

\$50.00 for use of Marquee (48 hour time period)

\$50.00 – Technical Design fee

\$50.00 – Alterations to set-up event date

\$10.00/each – Facility Ushers

\$50.00 – Alterations to set-up/event date

Cleaning fee – **CLEANING UP AFTER YOUR EVENT IS YOUR RESPONSIBILITY.**

Cleaning fee will be deducted from security deposit, based on the time it takes for facility staff to clean up after your event, should you not clean properly. This shall be charged at a rate of \$75 per hour.

\_\_\_\_\_ **\*25% non-refundable deposit of base price due upon initiation of contract**

\_\_\_\_\_ **\*Balance due 30 days prior to first show (Refunds made only in the discretion of a facility director.)**

\_\_\_\_\_ **The Colonial Center will close and lock the facility no later than 11:00 p.m. The event AND clean-up must be completed by this time or additional fees will apply at \$220 per hour or any portion of an hour.**

\_\_\_\_\_ **Use of equipment: The lease of the Main Stage and Auditorium includes the user's right to utilize the sound system, stage lighting, movable spotlighting, projector screen, projection system and related equipment. It is required however, that if the sound system, stage lighting, screen and projection system are used, they must be operated by the Technical Director or Colonial Center**

employee and paid by the user at the technician's rate. If movable spots are used, they must be operated by Colonial Center employees and paid at the technician's helper rate.

\_\_\_\_\_ Damages: The user shall be required to pay a security deposit of \$500 payable in full when the balance of rental is due 30 days prior to the event. The security deposit shall be held until following the event and shall be refunded to the user provided there is no damage to the Earl O. Horne Auditorium equipment or premises or excessive cleaning required following the event. The user shall be responsible for damage to any equipment located on the premises occurring by the act, default or negligence of the renter or renter's agents, employees, patrons or guests and the user furthermore shall be responsible for any damage above and beyond the amount of the security deposit so occurring.

\_\_\_\_\_ Refund of the security deposit shall be made within 10 days following the event unless notification is given to the user of damage of an as yet undetermined amount. In such case, refund or demand for additional payment shall be made no less than 30 days following the event.

1. Total amount for hours per day x rate \$ \_\_\_\_\_

2. Total amount for extras \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

25% due upon initiation of contract \$ \_\_\_\_\_

Total due now \$ \_\_\_\_\_

Plus \$500 security deposit \$500.00

Total balance due 30 days prior to event \$ \_\_\_\_\_ (minus security deposit) \_\_\_\_\_

Additional Requests (Use additional paper if necessary): \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

**The Colonial Center  
Application for Use  
Main Stage and Earl O. Horne Auditorium**

Name of Group/Organization \_\_\_\_\_

Address of Renter \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No.(s) \_\_\_\_\_  
Home/Office Cell

\_\_\_\_\_ Fax Email

Date, Hours, and Rate to be rented:

\_\_\_\_\_

Date(s) \_\_\_\_\_ Month/Year \_\_\_\_\_

Time In and Out of Day(s) Rented \_\_\_\_\_

\_\_\_\_\_

Description of Event \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The Colonial Center  
Facility Charges  
Main Stage and Earl O. Horne Auditorium**

Make all checks payable to The Colonial Center and remit to a facility director.

(Rental prices are subject to change.)

I/We agree, absolve and agree to hold harmless and indemnify The Colonial Center, their staff, sponsors and representatives from and against any and all liability, and from and against any claims, demands, cost or expenses, or causes of action arising out of or in connection with the above facility rental.

We the undersigned, have read and fully understand this contract and will assume the aforementioned responsibilities.

This contract is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. In keeping with our good faith, I hereby submit a check in the amount of \$ \_\_\_\_\_ to The Colonial Center. The balance due will be paid 30 days prior to the event.

|                               |                   |
|-------------------------------|-------------------|
| Name of Organization (Lessee) | Responsible Party |
|-------------------------------|-------------------|

|         |      |       |     |
|---------|------|-------|-----|
| Address | City | State | Zip |
|---------|------|-------|-----|

|                                    |                                                     |
|------------------------------------|-----------------------------------------------------|
| Signature/Date (Responsible Party) | Signature/Date (The Colonial Center Representative) |
|------------------------------------|-----------------------------------------------------|

NOTIFY THE COLONIAL CENTER OF CANCELLATION AT LEAST 30 DAYS PRIOR TO EVENT.

**The Colonial Center  
Additional Hours and Rates to the Renter**

I/We \_\_\_\_\_ am

**Renter – Individual or Organization**

aware of The Colonial Center policy to bill for additional hours used beyond the agreed upon rental agreement. I/we agree to pay additional hours at the rate specified in the rental documents if my hours exceed the agree upon contract.

This additional bill is due once presented to renter. Any fees not paid that evening will be automatically deducted from the security deposit.

\_\_\_\_\_  
**Renter – Individual or Organization**

\_\_\_\_\_  
**Date**