

**THE HISTORIC EARLE THEATRE**  
**RENTAL AGREEMENT**  
**PO Box 141**  
**Mount Airy, NC 27030**  
**(336) 786-7998**

[www.surryarts.org](http://www.surryarts.org) [tanya@surryarts.org](mailto:tanya@surryarts.org)

TO THE RENTER: The terms of this revised RENTAL AGREEMENT apply to all rentals of the HISTORIC EARLE THEATRE beginning January 1, 2022. Please read all pages of this rental agreement carefully. If there are questions about any part of the agreement, call the Surry Arts Council at (336) 786-7998.

This facility Rental Agreement between THE SURRY ARTS COUNCIL (hereinafter referred to as SAC) and (hereinafter referred to as Renter) provides for the rental of all or part of the HISTORIC EARLE THEATRE, 142 North Main Street, Mount Airy, NC for the following day/date(s).

Day/Date

\_\_\_\_\_, 20\_\_\_\_  
(Month and day(s)) (Year)

RENTER WILL OCCUPY HISTORIC EARLE THEATRE from

\_\_\_\_\_am/pm until \_\_\_\_\_am/pm

This is the time that the first person enters until the last person leaves and the doors are locked.

**1. RENTAL FEES**

A. The base rental fee is TWO THOUSAND DOLLARS (\$2000) for up to SIX (6) HOURS. ONE HUNDRED DOLLARS (\$100) of the base rental fee, a non-refundable deposit, is due upon signing of this agreement by the RENTER. No dates will be reserved on the calendar until the deposit is paid. The balance of the Base Rental Fee and all additional charges are payable to the SAC no fewer than FOURTEEN (14) DAYS prior to the date of scheduled rental of the Earle Theatre. Failure to pay the rental balance by the required date will render this rental agreement void and the RENTER will forfeit any money already paid.

**THE BASE RENTAL FEE INCLUDES THE FOLLOWING:**

1. Use of the Earle Theatre auditorium and balcony, stage, lobby, and load-in area only.
2. A general neutral wash of light adequate to cover the stage area.
3. A portable speaker's podium with built-in microphone.
4. Appropriate heating/air conditioning.

**THE BASE RENTAL DOES NOT INCLUDE THE FOLLOWING:**

1. Use of sound system or any part of sound system including microphones, speakers, amplifiers, etc. (See additional charges.)
2. Lighting and/or sound operators. (See additional charges.)
3. Construction crews, load-in or strike crews, stage managers, running crews, or other backstage personnel.

4. Box office personnel or ushers.
5. Costumes, properties, set pieces, use of Earle Theatre tools, building materials, paint, special backdrops, or color filters.
6. Publicity for events. (See additional charges.)
7. Use of any other space in the Earle including green room. (See additional charges.)
8. Use of Earle office equipment and supplies.
9. Assistance with ticket sales. (See additional charges.)

## **2. CLEANING**

The RENTER is responsible for cleaning up all areas of the Earle Theatre following the RENTER'S event, including dressing rooms, auditorium, lobby, backstage, stage areas, and any other spaces used by the RENTER. Cleanup should include removal of all set pieces, properties, personal effects belonging to the RENTER, and all trash generated during the RENTER'S time in the facility. Before leaving the building a representative of the RENTER must check in with the SAC representative to make sure that the building is in satisfactory condition.

## **3. HOURLY FEE DURING TIME OF OCCUPANCY**

In addition to the base rental fee, a fee of FIFTY DOLLARS (\$50) per HOUR will be charged to the RENTER for each hour that the RENTER or any representative of the RENTER occupies the Earle Theatre. This includes rehearsal time, load-in and set-up time, strike and load-out time. The hourly fee will begin as soon as the RENTER or any representative of the RENTER enters the building and continue until all members of the RENTER'S group or company have left the building. Anticipated hourly fees must be paid FOUR (4) DAYS in advance of usage. Additional fees for time in excess of the stated usage time must be paid immediately following RENTER'S event.

## **4. CANCELLATIONS**

If the BASE RENTAL has been paid and the RENTER cancels the scheduled event within five business days of the event, the Surry Arts Council will refund ONE-HALF (1/2) of the Base Rental paid, less the non-refundable deposit. If the event is not canceled within FIVE (5) BUSINESS DAYS the SAC is under no obligation to refund any part of the rent paid.

## **5. THE RENTER AGREES TO THE FOLLOWING:**

- a. No smoking in the facility. It shall be the responsibility of the RENTER to make an announcement to that effect and see to it that the rule is strictly enforced.
- b. Immediate removal of all the RENTER'S set pieces, equipment, properties, costumes, displays, supplies, and personal items is required. The RENTER assumes full responsibility for all of the RENTER'S property during the rental period. The SAC will not be responsible for the loss or damage to the RENTER'S property at any time.
- c. No alcoholic beverages or controlled substances of any kind will be tolerated on the premises. Any person under the influence of any alcoholic beverage or controlled substance must be asked to leave the premises immediately. Violation of this policy will result in an immediate and permanent banishment of the RENTER from the Earle Theatre and all money paid to the Surry Arts Council will be forfeited.
- d. The RENTER and all members of the RENTER'S group must exhibit proper behavior. The RENTER will be held directly responsible for any willful destruction, theft, vandalism, or other disturbance affecting the Earle Theatre or its property. The SAC reserves the right to remove the RENTER from the property and/or alert the proper authorities if any such improper behavior is exhibited during the rental period.
- e. The sale of concessions or product or any reception for any event will be allowed only with the permission of the SAC, and only in accordance with the conditions imposed by the SAC in advance of the event.
- f. Any rental event is subject to review by the Surry Arts Council Board of Directors. SAC reserves the right to refuse any event.

## **6. ADDITIONAL CHARGES**

The following additional items may be available for RENTER'S event for the specified charge.

- a. The RENTER shall pay an additional fee for space(s) not specified in the base rental agreement. These fees at no less than FIFTY DOLLARS (\$50)/ROOM/SPACE will be determined at the time of the rental and will be payable in full FOURTEEN (14) DAYS prior to the rental date.
- b. The RENTER shall pay a fee of ONE HUNDRED DOLLARS (\$100.00) for the use of the electronic keyboard.
- c. A fee of ONE HUNDRED DOLLARS (\$100.00) shall be charged for an announcement of the RENTER'S event on the Playhouse LED sign or Earle Theatre marquee. These announcements include the name or title of the event and the date only. The announcements will be posted no earlier than SEVEN (7) DAYS prior on the LED sign and on the day of the event on the Earle Theatre marquee. Due to space limitations, the RENTER'S event may share space with other events.
- d. Music licensing fees shall be the responsibility of the RENTER. These include but are not limited to all fees to ASCAP, BMI, SESAC, or other music licensing agencies or any licensed music for the RENTER'S event or any releases needed for the event. The renter is also responsible for paying NC taxes.
- e. Any sales to audience members by RENTER must be approved at the time the contract is signed. TEN PERCENT (10%) of all sales must be remitted to the SAC on the evening of the rental unless otherwise arranged.
- f. The RENTER shall pay a fee of FIVE HUNDRED DOLLARS (\$500) for use of the EARLE sound system. The fee for a sound operator will be an additional ONE HUNDRED DOLLARS (\$100) for the first HOUR and FIFTY DOLLARS (\$50)/HOUR for each additional HOUR, including set-up time and sound check.
- g. If the RENTER requires any special lighting design or special focusing of lighting instruments, a fee of ONE HUNDRED AND FIFTY DOLLARS (\$150) will be paid for these specials, and an additional fee of FIFTY DOLLARS (\$50)/HOUR for the lighting operator including during the time to set the lights.
- h. A fee of SIX DOLLARS (\$6) per ticket will be charged by the SAC if tickets are sold by the SAC for rental events plus charges in place by Eventbrite. The SAC will collect and remit all sales taxes on ticket sales.
- i. The SAC reserves the right to sell concessions at all events at the Earle Theatre. The RENTER may not sell drinks or other food items at any event at the Earle Theatre. The SAC will keep all of the proceeds from the sale of concessions.

**THE RENTER MUST MAKE ARRANGEMENTS WITH THE SAC EXECUTIVE DIRECTOR AT LEAST FOURTEEN (14) DAYS PRIOR TO THE DATE OF RENTAL TO DISCUSS ALL RENTAL ARRANGEMENTS.**

DATE OF MEETING \_\_\_\_\_

SIGNATURE OF EXECUTIVE DIRECTOR \_\_\_\_\_

I have read and understand the terms of this agreement.

By signing this facility rental agreement, I hereby agree to all of the clauses within.

Witness the signature and seals of the parties this the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_  
 Month Year

\_\_\_\_\_  
 Name of Renter or Authorized Agent Surry Arts Council Executive Director

\_\_\_\_\_  
 Address Executive Director

\_\_\_\_\_  
 Daytime Telephone Number Evening Telephone Number

\_\_\_\_\_  
 Name of Contact Person/Cell/Email

	DUE	PAID	DATE PAID
Base Rental Fee			
Base Rental Deposit			
Hourly Fee			
Marquee and LED			
Other Space(s)			
Piano			
Ticket Fee			
Sound System			
Sound Operator			
Lighting Design			
Lighting Operator			
% of Sales			
Overtime			
Other - Marketing			
TOTAL			

The RENTER will provide staffing to ensure social distancing and compliance with all state pandemic guidelines.

By attending any event associated with the SAC, you are acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending the event, you and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold the SAC liable for any illness or injury.

LIST ALL SPECIAL EVENT NEEDS BELOW: