



Andrew Carnegie Free Library & Music Hall

Facility Rental Terms and Conditions

- **Inspection** All rented facilities will be subject to inspection by ACFL&MH staff upon strike of each production. Renter is responsible for restoring the facilities to pre-load-in conditions or as expressly agreed upon by both parties.
- **Damage** Renter, its agents, employees or any other person admitted as part of Renter's Company shall be responsible for any damages to the ACFL&MH facilities beyond normal wear and tear that are caused directly or indirectly by negligence or misconduct. Renter shall be responsible for reporting such damages to ACFL&MH in a timely manner. In the event of damage the ACFL&MH will provide written notice to the Renter within 30 days with a detailed explanation of the damages and the fee due to ACFL&MH to restore the property to its original condition. ACFL&MH reserves the right to seek mutually agreeable solutions to any instance in which the safety of person or facility is anticipated to be in question.
- **Waiver of Consequential Damages** It is understood by Renter that unforeseen factors beyond ACFL&MH's control may result in changes to the facilities rented. Renter hereby waives any and all claims for damages, including any deposits and costs incurred by Renter due to factors beyond the ACFL&MH's control including, but not limited to, weather conditions and mechanical failures. All attempts to reschedule cancelled events will be made to mutual satisfaction.
- **Insurance and Indemnification** For all public events, a certificate of insurance must be provided no later than thirty (30) days prior to the start of any rental period naming the Andrew Carnegie Free Library & Music Hall as additional insured. Minimum coverage includes \$1,000,000 for bodily injury and \$1,000,000 for property damage. Renter shall indemnify and hold the ACFL&MH harmless from any loss, claim, demand, liability, cause of action or judgment (including all expenses relating thereto) including, but not limited to injury or death to persons or damage or loss of property, whether or not well grounded and whether or not any negligence, misconduct, or breach of duty by the ACFL&MH and or its agents, servants, employees, or personnel is alleged to have contributed thereto, in whole or in part.
- **Decorations, Posters, Signage and Sets** Nothing is to be attached to the walls, soft goods, floors or any surface anywhere in the facility without prior approval. In order to preserve the integrity of our historic building and avoid expensive re-painting fees, no tape or temporary adhesive of any kind is permitted on any painted surface. Please discuss decorating ideas with Music Hall Manager. All props, equipment and set materials are to be removed after the final performance. The stage is to be left broom clean. The backstage area and dressing rooms are to be returned to pre-event condition. If it is necessary to repaint the stage after the event a \$150 fee will be charged. Sawing and painting are prohibited anywhere inside the facility. Set pieces may not be screwed into the stage floor. Hall Manager reserves the right to inspect and prohibit the use of set pieces or technical elements which may pose safety concerns to person or facility.

- **Facilities Rented** Renter is forbidden to access or use any rooms or areas not covered under this contract. Renter agrees to pay the ACFL&MH for unauthorized use of facilities not covered by this contract.
- **Terms of Engagement** ACFL&MH is under no obligation to allow use of the facilities by Renter for any purpose at any times other than during the contracted rental period. If Renter enters the premises before such time and/or fails to exit the premises other than during the Terms of Engagement as agreed upon in the Facility Rental Agreement, then Renter agrees that a charge of **\$75.00** per half hour, for each half hour or portion thereof, shall be charged to Renter at settlement, in addition to the other charges in this agreement.
- **Food and Beverages** Renter may serve or sell food or non-alcoholic beverages at their own discretion and expense. **Absolutely no food or drink other than bottled water is permitted in the Music Hall.** All trash is to be placed in receptacles provided. Food Preparation and serving equipment in the Lincoln Gallery and kitchen is for Licensee's use on an *as is, if available* basis and along with the Lincoln Gallery is to be returned to pre-event condition. Any use of ACFL&MH equipment is to be approved by ACFL&MH staff.
- **Alcoholic Beverages** No alcohol is permitted in the building without the prior approval of the ACFL&MH. No alcohol is permitted on the grounds of the ACFL&MH.
- **Open Flames** No smoking or open flames are permitted anywhere in the building. Votive candles are permitted in the Reception Hall with prior notice and approval. No candles, open flames, pyrotechnics or fireworks are to be used at any time under any circumstances in the stage or music hall.
- **Special Effects** The use of special effects including but not limited to: strobing lighting effects, smoke/haze/fog machines, exceptionally loud sound effects and props that replicate weapons must be approved by ACFL&MH in advance. Renter is responsible for warning/advising patrons of the use of such effects and content that may not be suitable for all audiences through advertising at point of ticket sale.
- **Parking** Guests may park on Library grounds, on the right side of Beechwood Avenue on the hill leading down toward Main Street and in the main lot in town. Renter is responsible for maintaining a path sufficient for emergency access around the building. Any vehicles blocking emergency access will be towed. The ACFL&MH may not be held liable for any damage occurring to vehicles on ACFL&MH property. For any event with an anticipated attendance greater than 100 guests, Renter must use the Shuttle service arranged by ACFL&MH at Renter's expense.
- **Building Access** Authorized ingress and egress to the building is through the Music Hall or accessible ramped entrance to the building. No other access to the ACFL&MH is authorized. It is not permissible to prop open any outside doors, unless during load in or load out, which may include the stage left/right entrances or the backstage double loading doors. Access routes to all exit doors are to be kept clear at all times. Wheelchair accessible seating is on the orchestra level only.

- **Building Security/Attendant** An attendant will be scheduled to open and close the building per an agreed upon schedule. If otherwise locked doors are to be kept open, such as during load-in, Renter must have a door monitor stationed at the door, to ensure the building remains secure. For events with more than 100 guests or events in multiple spaces, an additional attendant may be required at an additional cost to Renter.
- **Building Maintenance** The ACFL&MH maintains the bathroom areas once/day, every day. Renter is responsible for helping to maintain facilities during rental period. Should facilities require additional, professional cleaning on any day, ACFL&MH can make arrangements to do so at the cost of Renter.
- **Storage/Equipment** ACFL&MH assumes no responsibility or liability for equipment or goods on ACFL&MH property. Delivery of rental equipment must be pre-arranged with the Music Hall Manager at least one week in advance of the event and scheduled to arrive at the ACFL&MH during normal business hours. Rental equipment/furniture must be removed immediately following the event. Renter is responsible for providing the Music Hall Manager with a detailed diagram of the desired room set up one week prior to the event. The ACFL&MH reserves the right to make any necessary changes to equipment/furniture placement to prevent injury, risk of fire, damage to ACFL&MH facilities, etc.