

**FACILITY AND/OR EQUIPMENT LEASE**

This Lease, made by and between the Fine Arts Center of Kershaw County (herein after "Lessor") and \_\_\_\_\_, (herein after "Lessee") on this \_\_\_\_ day of \_\_\_\_\_, concerning the facility and/or equipment listed below.

Name of individual for the organization, and who personally accepts responsibility for proper supervision of the following facilities and/or equipment:

\_\_\_\_\_  
Name Telephone

\_\_\_\_\_  
Address Telephone

Purpose: \_\_\_\_\_

The base rate for each of the following buildings represents a minimum fee for up to two hours of usage. Additional usage may be arranged at the time of signing this document. The additional usage will be charged at the hourly rate.

There will be a custodial charge of \$17.50 per hour when any of the facilities are rented. The custodian will be required during the rental hours plus one hour before and one hour afterwards for set up and clean up. There will be a 2-hour minimum charge for an early open. Additional time may be arranged with custodian.

Dates (s) of Rental \_\_\_\_\_  
Beginning time \_\_\_\_\_ Ending time \_\_\_\_\_ Additional hours \_\_\_\_\_

		<u>Rental Rates</u>		
		Non-Arts & Ticketed-Arts	Arts Related & Non-Ticketed	
		<u>Group Rates</u>	<u>Group Rates</u>	
Bassett Building Including Lobby, McCarney Room, and Gallery	Base Rate	\$400*	\$200*	_____
	Hourly Rate	\$ 75	\$ 50	_____
Douglas Reed (Downstairs only)	Base Rate	\$250	\$125	_____
	Hourly Rate	\$ 50	\$ 25	_____
Douglas Reed (House and Grounds)	Daily Flat Fee	\$400	\$200	_____
Music Studio	Base Rate	\$150	\$ 75	_____
	Hourly Rate	\$ 25	\$ 25	_____
Dance Studio	Base Rate	\$150	\$ 75	_____
	Hourly Rate	\$ 25	\$ 25	_____
			Rental Charges	_____
			Custodial Charges	_____
			Total Charges	_____

\*Does not include **required** sound/light technician

A non refundable fifty dollar deposit (\$50) must be paid upon signing this lease. If it becomes necessary to cancel this lease, then both parties must agree to the cancellation. Entire payment must be made (2) weeks prior to the rental date.

All checks should be made payable to: Fine Arts Center of Kershaw County.

Special Provisions:

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In consideration of the granting of this Lease by Lessor to Lessee, and other valuable considerations, Lessee, or agent thereof, duly authorized, hereby agrees with Lessor, to abide by all Lessor's Board Policies and its Rules and Regulations, governing the use of said facility(ies) and/or the equipment leased.

The policies include but are not limited to the following.

1. Smoking is not permitted inside any of the FAC buildings.
2. No food or liquids shall be brought into the auditorium at any time.
3. No animals are permitted in the buildings except those required by persons with disabilities.
4. **Groups and individuals using the facilities are responsible for requesting in advance the equipment they will need. Light and Sound Technicians as well as staff are not provided by the Fine Arts Center.** A list of approved Technicians authorized and trained by the Fine Arts Center will be provided but arrangements must be made by the **Lessee**.
5. No more than 284 tickets shall be sold for any one performance in the auditorium. No advertising connecting any event with the Fine Arts Center of Kershaw County or implying sponsorship by the Center is permitted. Printed material must read BASSETT BUILDING, DOUGLAS-REED HOUSE, or DANIELS BUILDING.
6. All Facilities are leased individually – they are as follows:  
Lessee to initial facility leased.
  - Bassett Building (including lobby, gallery, and McCarney room)
  - Douglas-Reed House (first floor)
  - Douglas-Reed House and grounds
  - Music Studio
  - Dance Studio
7. When renting any of the Facilities, Lessee will be charged from the time it requests the custodian to open the facility until it is vacated. The person in charge of leasing the facility will be responsible for clearing the Facility of people in order for the custodian to secure the building.

8. **Use of Fine Arts Center Staff is not part of the rental agreement** other than the hourly rate for set-up and clean-ups.

Furthermore, in consideration of the granting of this Lease by Lessor to Lessee, Lessee agrees to indemnify and hold Lessor harmless (including the payments of reasonable attorney's fee if such are required) in the event Lessor shall become involved in any proceeding whatsoever arising from the Lessee's use of the premises, which in any way constitute the alleged violation during the term of this Lease, of any ordinance or law of Kershaw County, the City of Camden, or any regulation or Statute of the State of South Carolina.

In the event that Lessee hereunder contemplates the serving of any alcoholic beverage whatsoever, Lessee, in consideration of the granting of this Lease by Lessor to Lessee, hereby undertakes to apply for, process by itself, and pay for any License required by the SC Alcoholic Beverage Control Commission. Any failure by Lessee so to comply with this provision shall immediately invoke the indemnification provision set forth above.

The FAC is prohibited by law from renting its facilities to anyone for political fundraising.

In considering applications for rental and use of the facilities, the FAC does not discriminate or segregate on the grounds of race, color, religion or national origin.

Duly signed and delivered in  
The presence of the Witnesses,  
Set forth below

Lessor:  
Fine Arts Center of  
Kershaw County by its  
Designated Agent

\_\_\_\_\_  
(as to Lessor)

\_\_\_\_\_

\_\_\_\_\_  
(as to Lessee)

Lessee: \_\_\_\_\_

Organization:

Is \_\_\_\_\_

Duly Authorized