

Policy Name	Leland Cultural Arts Center Facility Use Policy and Rate Schedule	Policy No.	PRCR002
Effective Date	05/23/2018	Version No.	V003
Administrator	Recreation Manager, Parks, Recreation, and Cultural Resources Department		

Purpose

Leland Cultural Arts Center (LCAC) welcomes organizations and individuals, hereinafter referred to as “User” to apply to use the Cultural Arts Center facilities for meetings and/or specific events/activities. The purpose of this policy is to provide guidelines specifically for the use of, but not limited to, the Leland Cultural Arts Center, hereinafter, referred to as the “Facility.” This policy establishes the procedures to (1) apply for use of the Facility; (2) provide for its proper care; and (3) ensure that the User’s activities do not conflict with the LCAC purposes and activities, state or federal laws, and local ordinances and policies adopted by the Leland Town Council.

The first priority for reserving the Facility will be given to the Town of Leland, specifically for Parks, Recreation, and Cultural Resources programs. Charges or fees will be assessed for use of the Facility dependent on the activity classification. Rental fees vary according to the resident, non-resident, nonprofit, for-profit, the Leland-based service organization, or government organization status of the User. Additional security, custodial, or technical services may be required at the discretion of the Facility designee based on the needs of the event in order to preserve and protect the Facility and its guests. Fees for these services will be the responsibility of the User.

The Town of Leland does not discriminate on the basis of race, sex, color, religious affiliation, age, or national origin. Groups or organizations using the Facility may not deny admission to their activities based upon race, sex, color, religious affiliation, age, or national origin. Approval to use the Facility is not an endorsement by the Town of Leland of the User’s organization or group.

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1 Reservations/Rentals

Reservations for Facility use shall be by contract/written agreement only and shall be granted on a first-come, first-served basis subject to availability of the requested date. The Town of Leland reserves the right to deny rental to any person or group which, in the opinion of the Town, would be detrimental to the safety of the Facility or reflect negatively on the Town of Leland.

No space or date shall be held as a confirmed reservation until a deposit of 50% of total fees due (see rental fee schedule) and non-refundable application fee is paid as applicable to the requested facility. Any unpaid balance must be paid in full thirty (30) days prior to the day of the event. In the event the User is making a reservation thirty (30) days or less to the date of the event, all fees must be paid in full the day of confirmation. There will be no delay in payments under this circumstance. Payments not received by this deadline shall result in cancellation of the rental. Any changes to the contract that incur a fee after the full payment is made and prior to the event must be paid in full as soon as changes are made. Any additional charges incurred during or as a result of the event shall be paid within seven (7) days following the event.

All cancellations must be reported in writing immediately to the Facility designee. Refunds will not include application fees. Notice of Cancellation:

- a. 100% of total fees collected will be returned if the LCAC is closed due to inclement weather and all rentals are cancelled by the Town of Leland.
- b. 100% of total fees will be returned if cancelled sixty (60) days or more before the event.
- c. 75% of total fees will be returned if cancelled 59 - 30 days before the event.
- d. 50% of total fees will be returned if cancelled 29 or fewer days before the event.

Rental of LCAC Facilities on Town of Leland holidays shall be assessed at a premium rate of twice the regular rental fee and will be subject to staffing availability (Martin Luther King Jr. Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve, Christmas Day and the day after Christmas, New Year's Eve and New Year's Day).

Contracts must contain a legal signature of an adult 21 years of age or older. The person signing the contract must be in attendance throughout the entire function. The person signing the contract is legally responsible for making sure all procedures are followed. It shall be the responsibility of the User to properly care for the Facility and its contents. Users are responsible for any and all damages to the Facility caused as a result of their event or the actions of their guests.

A reservation agreement with a User may not be transferred or assigned to any other person or group without the approval of Facility designee.

Insurance

The Town of Leland will determine the type of insurance coverage required for an event based on the following:

- a. Non-Profits/Civic Groups/Business Organizations: These groups should have an existing general liability insurance policy and must provide a certificate of liability insurance naming the Town of Leland as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least one million dollars (\$1,000,000) in an umbrella policy. If alcohol is served, the group shall provide a certificate of liability insurance naming the Town of Leland as additional insured, with at least one million dollars (\$1,000,000) in

general liability coverage and at least two million dollars (\$2,000,000) in an umbrella policy. For additional requirements see the LCAC Regulation of Alcohol Service Policy.

- b. Private Citizen, Medium/Large Event: These groups may not have an existing general liability insurance policy, in which case they should obtain a "Special Event" policy with a certificate of liability insurance naming the Town of Leland as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least one million dollars (\$1,000,000) in an umbrella policy. If alcohol is served, the group shall provide a certificate of liability insurance naming the Town of Leland as additional insured, with at least one million dollars (\$1,000,000) in general liability coverage and at least two million dollars (\$2,000,000) in an umbrella policy. For additional requirements see the LCAC Regulation of Alcohol Service Policy.
- c. Private Citizen, Small Event: For certain events with a limited number of people or limited risk, insurance requirements may be waived at the discretion of the Facility designee. In such cases a Hold Harmless and Waiver of Liability in Lieu of Insurance Form must be signed releasing the Town of Leland and LCAC from any and all liability.

Insurance coverage must coincide with the User's contracted event date(s). If the User fails to provide evidence of insurance coverage prior to the scheduled event, the LCAC may cancel the event and the User will forfeit all rights to the refund of any monies paid to the LCAC.

Indemnity

The User agrees to defend, indemnify, and hold harmless the Town of Leland, its staff, technicians, custodians, officers, employees, and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of any kind including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action that arises out of, resulting from, or which would not have occurred or existed except due to the User's use of the Facility and all matters associated therewith. This indemnity shall include, without limitation, any and all liabilities, demands, claims damages, losses, costs, and expenses, to include attorney fees, caused, or alleged to have been caused, by negligence or any other acts of indemnity and arising out of the User's use of the LCAC and all matters associated therewith.

User will identify the Facility in use by the full-specified name, i.e. "The Leland Cultural Arts Center" on all printed material and advertising. No advertising or publicity of any nature may state or imply that the LCAC is responsible for User activities during the period of use. Copy and proofs of advertising are to be approved by the Facility designee prior to the event.

2 Staffing and Vendors

LCAC staff are required to be on site for all events held in LCAC Facilities. Staff are on site to provide access to the Facility and are available to assist in making events successful. Staff members on duty are not responsible for resetting tables/chairs or providing post-event cleanup services. Those services will be arranged in advance and applicable fees will be the responsibility of the User. Please inform the staff member on duty of any requests or needs that might arise, or in the event of an emergency.

All rentals, particularly after-hours rentals, are subject to staffing availability. All events must be appropriately staffed according to the type of event. Specialty staffing can include but is not limited to the following: lighting technician, sound technician, security, and custodians. The LCAC will provide a list of preferred vendors for services not provided by the LCAC and individual contracts will be negotiated between the User and the vendor.

Custodial personnel may be required. Applicable fees shall be the responsibility of the User. The Facility designee will determine the number of custodial personnel needed for an event and the minimum number of hours required.

Security may be required for events serving alcohol and for any other events as deemed necessary by the Facility designee. Applicable fees for security will be the responsibility of the User.

While the LCAC does not require the User to utilize preferred vendors, outside vendors must be approved by the Facility designee prior to the event. Using non-approved vendors requires additional fees to be paid by the User and may cause a delay in the confirmation of the event.

3 Rules and Regulations

The User understands and agrees that the LCAC does not relinquish the right to control the management of the Facility. The LCAC retains the right to enforce all necessary laws, rules, and regulations during an event. All LCAC authorized personnel may enter the Facility being used and any other Facility at any time, during any event without restriction whatsoever. All Facilities, including the space that is being used and all parking areas will be under the control of the LCAC at all times. The LCAC will not close during standard hours of operation for an event without prior written approval of the Facility designee. Patrons taking classes, etc. may be entering the Facility during event hours.

Users and their guests must conduct their activities with full regard to public safety and shall abide by directives of the staff of the LCAC, their representative, or any other duly authorized governmental official responsible for public safety. Failure to do so will result in immediate cancellation of the event and ejection from the premise.

Users and their guests shall not enter any area of the Facility not covered by the User agreement.

Access to the Facility is only allowed on the day of the event. No access is permitted to the Facility prior to or after an event without advance permission of the Facility designee. This includes but is not limited to the pick-up and drop-off of rented items by a third-party supplier. If the User needs to occupy the Facility for planning or rehearsal purposes, it must be planned in advance and calculated into the cost of the rental.

The LCAC and the Town of Leland assume no responsibility for the property of any User while located in the Facility or on the grounds. The LCAC does not provide storage. Please make arrangements to remove all items and decorations at the conclusion of each event. LCAC staff will dispose of any items left from events and a service charge may be applied for such removal.

All exit doors must remain operable and no part of any hallway, corridor, or exit within or outside of the Facility may be used in a way that obstructs its use as an exit. No doors may be propped open at any time.

Large events may require security personnel (at the discretion of the Facility designee) for safety of the guests. No vehicles are to be parked in an area that is not designated as a parking space unless instructed by security personnel or LCAC staff. Parking in close proximity to a LCAC Facility entrance (front or back) will be permitted only for loading and unloading. LCAC staff can provide contact information for security personnel and the User will contract with security personnel directly.

All tobacco products (including electronic cigarettes) are prohibited on Town of Leland property. The use of bolts, screws, nails, hooks, tacks, tape, or similar fasteners to hang banners, posters, etc. on any wall, floor, ceiling, stage curtain, window, or door is strictly prohibited. User may not hang anything from the ceiling or rafters at any time.

The use of paint, confetti, bubbles, and similar items are prohibited. If used, the User will incur additional cleaning charges. No birdseed, rice, glitter, colored powders, silly string, paint, fireworks (including sparklers), or open flame candles are

permitted. Battery operated candles are permitted. Live plants are subject to approval by LCAC staff. Silk and fresh cut flower arrangements are allowed. Only sterno-style heating elements, used by an approved caterer, are allowed.

No artwork can be removed or covered during any function.

No animals or pets, other than service animals, will be permitted inside the Facility unless approved by the appropriate Facility designee prior to event.

The removal of tables, chairs, or other equipment from the Facility is not permitted. Removal of furniture from a lobby or seating area is not permitted. No tables and/or chairs are available for loan for off-site functions.

Standing on tables, chairs, bar, and lobby furniture is strictly prohibited.

Music is allowed inside until 11 p.m. Any exceptions to this rule must be approved by the Facility designee. Music must be presented at an acceptable sound level so not to disturb other activities within the center or the surrounding area. Sound levels indoors may not exceed a sustained 95 dB, while sound levels outdoors may not exceed a sustained 85 dB. LCAC staff can assist you in setting the proper sound level and verifying with a decibel meter.

Users are advised that the Town of Leland has a sign ordinance. Any fines that result from illegal signage placed by the User will be the responsibility of the User. The use of all temporary signs or banners must be discussed and approved by the appropriate Facility designee and the User must obtain a temporary signage permit if required by the Town of Leland.

Operation, repair, or service of audio-visual, sound, lighting, and any other equipment brought into the Facility by the User is the sole responsibility of the User.

Destruction or defacing of any LCAC property or artwork will result in additional charges for repairs or replacement.

LCAC copy machines, faxes, computers, phones, studio equipment etc. are for LCAC business use only.

Copyright

User will assume all cost, liabilities, and claims that arise from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used in or incorporated in the scheduled event. The User agrees to indemnify and hold harmless the Town of Leland from any claims or costs, including legal fees, which might arise from questions of use of any material described above. Audio recording and videotaping are prohibited at all performances unless permission is granted in advance by the performer(s).

The catering kitchen and/or bar area utilized by a User's caterer is subject to the Catering Kitchen Policy. It is the responsibility of the User to ensure that the caterer is aware of this policy.

Approved service for alcohol is restricted only to the Multipurpose room and the Hall Gallery space pending the time of the event in adherence with the LCAC Regulation of Alcohol Service Policy. Users that provide their own alcohol must obtain an ABC Special Event permit and additional event insurance and alcohol must be served by a designated bartender.

4 Reservation Fee Information

Total reservation fee shall consist of the base rental fee plus the personnel services and equipment fees applicable per event. Base rental fee, which is specific to the requested Facility, includes use of space, regular room lighting/sound and tables/chairs where applicable. Any additional items, equipment, and/or personnel will be charged to the User. A percentage of the base rental will be charged as a deposit for all applicable Users. LCAC Facilities are available for use as follows:

Resident: An individual whose home address is located within the municipal Town limits of Leland. Residency is subject to verification by staff.

Non-Resident: An individual who does not reside within the municipal Town limits of Leland.

Non-Profit: A business entity that is granted tax-exempt status by the Internal Revenue Service. Organizations must provide a copy of their 501(c)3 designation to receive this rate.

For-Profit: A business entity that aims to earn profit through its operations and is concerned with its own interests and not those of the general public. Organizations designated as 501(c)4 are classified as For-Profit for the purposes of this policy.

Leland-Based Civic/Service Organization: An entity with its home base or service area in Leland whose primary goal is to improve the lives of area residents through community service. Organizations must provide a copy of their 501(c)3 designation to receive this rate. Town of Leland employees are also eligible for this rate. Examples: Leland Rotary Club, Leland Kiwanis Club, etc.

Government Organization: A department or agency of the United States or any State or local government subdivision thereof. Government organizations are eligible to utilize the facility through partnership with the Town, subject to availability.

Fee Waiver Request: Rental fees will not apply for Town of Leland events. Outside organizations may request rental fees be waived for events. However, certain fees for services shall apply to outside organizations that are approved by the Town. These fees include, but are not limited to, set-up fees, cleaning fees, staffing fees, and any other direct costs to the Town related to the event. Organizations wishing to request a fee waiver for their special event must fill out an application and be approved by a vote of the Town Council at a regularly scheduled meeting. The person/host in charge of the event must complete necessary contractual paperwork, including assumption of liability. All expectations of typical renters are also expected of approved event hosts. Fundraisers are not eligible for fee waivers.

In order for fees to be waived by the Town of Leland, the presenting organization shall not have had more than one other request at any Town facility in the past calendar year (two events total per calendar year), and meet one of the following criteria:

1. The event shall have a direct financial benefit to the Town.
2. The event shall benefit the Town's programs, efforts, and initiatives.

Recurring Rentals: Recurring rentals are discouraged and are only permitted for Town of Leland Boards, Groups, and Committees or Leland-based organizations that meet the following criteria:

1. Have a membership of 200 or more individuals.
2. Promote volunteerism in the Leland area.
3. Have a primary mission of welcoming new residents to the Leland area.
4. Have a valid 501(c)3 designation.

Organizations seeking a recurring rental must fill out an application and be approved by a vote of the Town Council at a regularly scheduled meeting. Upon approval, a contract will be executed outlining the terms of the rental. Recurring rentals are subject to space availability and are only available Monday through Friday during regular business hours.

Groups exempt from rental fees may be charged for required personnel, equipment, post-event cleanup, and special requested needs as per specified rate.

Consecutive Multi-Day Events: Multi-day reservations that provide economic impact to the Town will be determined on a case-by-case basis. To meet identified criteria for booking multi-day reservations, the reservation should provide artistic, cultural, recreational, educational enrichment or have significant quantifiable economic impact on the Town of Leland. Supporting information will be required with Facility Reservation Request Form including total expected hotel room nights and estimated number of participants. Events meeting the following criteria may qualify for a percentage discount based on the following established tiers.

Tier 1: Event brings an expected attendance of more than 200 people, provides more than 50 hotel room nights in the Town of Leland, occurs over a minimum of 3 days, and is comprised of mainly non-local participants. 30% discount on rental space.

Tier 2: Event brings an expected attendance of more than 150 people, provides more than 25 hotel room nights in the Town of Leland, occurs over a minimum of 3 days, and is comprised of mainly non-local participants. 20% discount on rental space.

Tier 3: Event brings an expected attendance of more than 100 people, provides more than 25 hotel room nights in the Town of Leland, occurs over a minimum of 2 days, and is comprised of mainly non-local participants. 10% discount on rental space.

Number of Hotel Rooms _____ X Number of Nights _____ = Total Expected Room Nights _____

Hotel Booking Code: Holiday Inn _____ Best Western _____

Expected Participants

# Local	# North Carolina Non-Local	# Out of State	# International	Total

5 Definitions

Participants: Registered individuals, officials, and event staff.

Local: Traveling from Brunswick, New Hanover, or Pender counties.

North Carolina Non-Local: Traveling from North Carolina, outside of Brunswick, New Hanover, or Pender counties.

Out-of-State: Traveling from outside of North Carolina.

International: Traveling from outside the USA.

Hotel room nights: Estimated number of hotel rooms booked for event multiplied by number of nights stayed.

6 Signatures and Acknowledgments

The undersigned hereby represents themselves as an authorized agent of the aforementioned and as such makes application to the Town of Leland for the use of the LCAC Facilities. The undersigned warrants that applicant has read and will observe the use policies and regulations of the LCAC, will exercise the utmost care in the use of the LCAC's premises and property, and shall be responsible for any damage arising from the use of said premises or property.

All terms and conditions of this written agreement shall be binding upon the parties, their heirs, representatives, and assigns, and cannot be waived by any oral representation or promise of any agent or agents who executed this contract. Such written document must be incorporated by specific reference herein as part of the agreement. This agreement must be signed with receipt of the deposit and application fee on the day of the arrangement, or it becomes void and the rental is not confirmed.

Applicant Signature

Date

Applicant Printed Name

Date

Deposit is required to secure your date.

ALL RENTALS ARE TENTATIVE UNTIL RECEIPT OF APPLICABLE DEPOSIT.

Initial _____

I acknowledge and accept the LCAC Facility Use Policy and Rate Schedule and will comply with all Rules and Regulations set forth herein.

Initial _____

I acknowledge and accept the *Catering Kitchen Policy and guidelines.*

Initial _____

I acknowledge and accept the *LCAC Regulation of Alcohol Service Policy.*

Initial _____

7 Facility Reservation Fees and Services

Rental Fee Chart – First Four Hour Block Rate					
LCAC Rental Space	Resident	Non-Resident	Non-Profit	For-Profit	L.B.S.O.**
Multipurpose Room	200	300	250	500	100
Catering Kitchen *	50	100	50	150	25
Art Gallery / Hallway *	100	150	100	200	50
Dressing Rooms *	50	100	50	150	25
Classroom *	100	150	100	200	50
Studio *	150	200	150	200	75
Rental Fee Chart – Additional Hourly Rate					
LCAC Rental Space	Resident	Non-Resident	Non-Profit	For-Profit	L.B.S.O.**
Multipurpose Room	100	150	125	250	50
Catering Kitchen *	25	50	25	75	12.50
Art Gallery / Hallway *	50	75	50	100	25
Dressing Rooms *	25	50	25	75	12.50
Classroom *	50	75	50	100	25
Studio *	75	100	75	100	37.50

*These facility rooms/spaces are subject to availability during hours of operation.

**Leland Based Service Organization

Facility Reservation Fees	Unit Price	Qty.	Fee
Rental Fee - First Four Hour Block			
Rental Fee – Additional Hourly Rate			
Refundable Security Deposit	\$100		
Facility Reservation Services *			
Non-Refundable Application Fee	\$40		\$40
Set-up & Break-down Fee	\$50		\$50
Cleaning Fee	\$50		\$50
Before Hours Staffing Fee	\$35/hr.		
After Hours Staffing Fee	\$35/hr.		
Tech/Lighting/Sound Fee	\$25/hr.		
Late Rental Fee (after 11 pm)	\$200/hr.		
Custodial Fee	\$35		
Non-Approved Vendor Fee	\$150		
	Total Due		
Deposit – Required to hold reservation.	50%		

*Fee waiver requests shall be responsible for fees listed above under Facility Reservation Services.

8 Exceptions

- No exceptions applicable.

9 Related Policies and Other References

- LCAC Regulation of Alcohol Service Policy

10 Version History

Version	Revision Date	Description of Change	Author
V002	03/01/2022	Change "Sponsorship" to "Fee Waiver" throughout	PRCR Department
V003	7/21/22	Update renal categories, fee waiver process, and rate schedule	PRCR Department