



## RENTAL AGREEMENT

1. Signee (hereafter designated as “Renter”) agrees to review the Dowd Center Theatre Fee Schedules and related information for all relevant rental policies. As indicated in the fee schedules document, all staffing, equipment, and other fees are estimates. After the event, a final invoice will be provided, if warranted.
2. Upon signing of the rental agreement, the Dowd will facilitate one two-hour production meeting, at a date convenient for both parties, to coordinate all of the logistical and contractual details related to box office, front-of-house, performance, technical support, and safety. If more logistical planning is required for use of the theatre, additional rental charges will apply for the use of staff and facility.
3. Unplanned and/or unannounced visits can be an inconvenience for the staff and are discouraged. The Dowd is not a walk-in facility, and follows a strict schedule of operations. We also host meetings, events and activities during business hours and might not be able to accommodate you unannounced. Visits may be scheduled by appointment only.
4. Our general advice to the Renter is to leave the facility as you found it. In order for the Dowd to provide an accurate cleaning fee and damage deposit invoice, a pre-and-post-event walk-through will be conducted with Dowd Center Theatre staff. Please inform a staff member in writing of damage as soon as it is discovered.
5. Renter is fully responsible for any damages to facility or equipment caused by any person associated with the event under Renter’s supervision. If the damage is not covered by liability insurance, Renter will be held responsible for the damages. The additional charges will be included in the final invoice for payment.
6. The Renter’s property should be intact during load-in. The construction or assembly of scenery, props, and costumes, especially in the presence of performers, is not allowed. If additional time and space is required for these tasks, additional rental times and rates can be arranged.
7. The Renter’s property should be removed upon completion of the event. Storage of production props, equipment, etc. will only be permitted during the period of the event, rehearsals, and during dark days. The Dowd Center Theatre and/or its staff will not be held responsible for stored items and/or damages of any kind to those items. Any property left past rental dates may incur a storage fee. The Dowd dumpster may not be used to discard production props, sets, or equipment.
8. Smoking is not permitted in the Dowd Center Theatre.
9. Nothing may be taped, nailed, stapled, tacked, or otherwise affixed to any part of the building without explicit staff consent. A \$50 per screw damage fee will be assessed for all screws in the stage deck.
10. The use of stage-grade, cloth spike tape on the stage floor is permitted. No other tape is permitted on the stage or any other part of the building, including masking tape or painter’s tape. Stage-grade gaff and glow tape may be used at the discretion of the Dowd Center staff. All tape must be removed at the end of the event.
11. Noise and music shall not exceed acceptable levels (maximum 95 decibels) in the theatre. The Dowd Center Theatre Staff has full and final say as to when volume level needs to be adjusted.
12. Eating and/or drinking will be permitted in the lobby, gallery, loading dock and hospitality-designated areas only. Food and drink may not be consumed in the stage or backstage area, except for sealed, bottled water. Except at the discretion of Dowd Center Theatre staff, food and drink cannot be taken into the auditorium. Care should be taken in planning refreshments; avoid foods that can be spilled easily and/or require special receptacles or clean-up. Professional cleaning of floors, seats, or any portion of the theatre deemed necessary will be conducted at the Renter’s expense. The catering kitchen must be cleaned after the event.
13. The back or side doors of the theatre may not be propped open and left unattended for any reason. Doors may be propped open with the attendance of a consistent volunteer or additional building attendant guarding entry. Otherwise, doors found propped open will result in a \$50 fee each day.
14. Animals are not permitted on the premises of The Dowd Center Theatre, with the exception of service animals as defined by ADA, or with written staff consent if they are an essential part of an event.

15. Firewatch is required anytime smoke, fog, or similar effects are being used at the Dowd Center Theatre. A firefighter employed by the City of Monroe might be required to supervise their use. The estimated cost of a firefighter is \$35.00 per hour. The use of pyrotechnics and/or open flame (including candles) are not allowed. Fire-treated fabrics are strongly recommended.
16. Firearms are not permitted in any municipal building, including the Dowd Center Theatre.
17. Renter is responsible for obtaining, at Renter's expense, all necessary licenses and/or royalties prior to the date of the event. Viewing rights must be secured for the use of any film shown in the theatre prior to the request for an event date.
18. Any film that is not commercially licensed must be approved by the Operations Supervisor before being promoted at the theatre. Promotions may begin when cleared by the Operations Supervisor.
19. The Dowd Center Theatre does not provide catering or alcoholic beverages for rental events. If rental of the facility includes food preparation and/or serving of alcoholic beverages, the renter may select a vendor/caterer of their choice, as long as the caterer satisfies insurance and health permit criteria required by the City of Monroe and Union County.
20. In order to sell alcohol at an event, the renter or caterer must obtain the necessary permits from the North Carolina Alcoholic Beverage Control Commission and secure liquor liability insurance coverage. A copy of the permit(s) and proof of liquor liability coverage must be provided to The Dowd Center Theatre at least two weeks prior to the event. No permit is required if alcohol is served free of charge.
21. All rentals that involve the use or sale of alcohol and/or merchandise require paid security officers provided by the City of Monroe. Security must be arranged by the renter and the Dowd is not directly involved in this process. Management also reserves the right to require security for other kinds of rental events when appropriate or necessary. The estimated cost of a police officer is \$35 per officer per hour. This request must be arranged at least 4 weeks prior to the event with the City of Monroe Police Department by the Renter.
22. Renter must provide the Dowd with an accurate accounting of pre-event ticket sales 24 hours before the start of the event. The pre-event count shall not exceed 400 tickets sold. Renter agrees to coordinate and/or limit the sale of additional tickets if necessary, including walk-up and door sales, in order to manage theatre capacity, the day of the event. For events with a ticket share, accurate Box Office numbers must be provided by the end of the event. Dowd staff must be given access to any and all box office records requested.
23. Renter is responsible for the collection and remittance of applicable sales, use or privilege tax on any goods or services sold directly to patrons in association with the event, including but not limited to merchandise, approved concessions, and admissions tickets not sold by the Dowd Box Office.
24. Renter will provide Dowd Center Theatre with an agreed-upon, limited number of comp tickets (free of charge) per rented event, to be used as deemed necessary by the Dowd Center Theatre staff for marketing and good-will purposes. It is the policy of the Dowd to provide comp tickets to members of the press.
25. WIFI is available for patrons. However, you may not connect wireless access devices, switches, routers, hubs to the City of Monroe's network. Use of the City of Monroe's WIFI network is entirely at the user's risk and the City of Monroe assumes no responsibility for users' hardware, software, or data. It is the responsibility of each user to ensure that their equipment has appropriate virus protection when connecting to the network.
26. The Dowd Center Theatre is not a recording facility and as such, the renter shall indemnify and save harmless the Dowd Center Theatre and The City of Monroe from and against any and all claims, costs, expenses, and/or liability for damages related to any audio or video recording created during the rental period.
27. The Dowd Center Theatre shall not be held responsible for faulty equipment, excepting the cost of the rental of any added amenities.
28. The following must be included on all promotional materials when appropriate, and reserves the right to require additional information or content warnings on promotions.
29. The Dowd will do its best honor requests for use of the marquee relative to all of its programming needs, but cannot guarantee a specific duration of time for any event display.
30. The Dowd and the City of Monroe reserve the right to refuse a rental request if the event is not appropriate to the mission of the theatre or if the event conflicts with any other event planned by the theatre.
31. To the extent permitted by North Carolina law, either party shall indemnify and save harmless the other party from and against any and all claims, costs, expenses, and/or liability for damages to person or

property arising from or relating to the negligent or intentional breach or default in the performance of the other party's obligations under this agreement, including attorney's fees and court costs.

#### **ADDENDUM A: FORCE MAJEURE**

The Dowd Center Theatre is committed to the safety and security of its staff, renters, and patrons. As such, the decision to cancel events or close facilities is based on the overall concern for the safety and security of the all parties. In general, the Dowd Center's practice is to remain open and to conduct business as usual during periods of inclement conditions. Upon the occurrence of a force majeure, including but not limited to, a natural disaster, act of God, act of war, terrorism, riot, civil disorder, or pandemic, the City reserves the right to cancel the event that is the subject of this Contract without penalty upon notice to the Renter. In the event of such a cancellation, both parties shall be excused from any further performance of their obligations under the Contract, and any deposits made shall be fully refunded.

#### **ADDENDUM B: CITY OF MONROE COVID -19 POLICY**

The Dowd Center Theatre will be following all CDC, State and County Public Health guidelines during this unprecedented time and wishes for all attendees to enjoy the event safely. Effective Monday, February 21, 2022, the City of Monroe has moved to "Mask Optional" status. We will no longer require masks to be worn by employees and customers in City facilities. However, we ask that you please respect those individuals who voluntarily choose to wear masks for their own protection.

#### **ADDENDUM C: EVENT SUPERVISION**

The following conditions must be observed during the period of the rental:

- All events must assign adult supervision to the following area: Lobby/Gallery, and Backstage (especially the Dressing Room areas). This supervision can be in rotation or shared, but must remain constant.
- The production should assign a Production or Stage Manager to coordinate all onstage rehearsals and activities
- The production should assign a Front of House Manager to coordinate box office and concession sales
- The production should establish a uniform call time for participants. Drop-off should be conducted via the backstage loading dock door on Stewart St. Participants will not be allowed to enter via the front of the theatre. Participants should limit their presence in the Gallery and Lobby areas and enter only when necessary.
- A specific time frame should be established for pick-up of participants at the front or rear of the theatre. Any entrance or exit from the front of the theatre after rehearsal must be supervised and coordinated.

#### **ADDENDUM D: CHILD PROTECTION POLICY**

The Renter must read and sign the City of Monroe Safe Child Standards of Operation document attached to the end of the Rental Agreement. This document details the policies and procedures for the supervision of and interaction with minors in City facilities.

#### **ADDENDUM E: GUEST SERVICES: SEATING**

Six wheelchair accessible seating areas are available in the auditorium. These areas are located on the first and last rows of the main floor. Seating behind the sound and lighting desk are obstructive view. The balcony is only accessible via stairs.

**ADDENDUM F: GUEST SERVICES: PARKING**

- a. On-street parking is available for patrons & renters. Main Street is the most convenient, Monday-Friday, limited to 2 hours between 8AM and 5PM.
- b. The public parking lot at South Main Street and West Correll Street is the best option for patrons. Other city lots may also be utilized for patrons and renters.
- c. Marked handicap parking spots and a drop off ramp are available at the corner of Main Street and West Windsor Street.
- d. The parking lot adjacent to the Dowd Center Theatre loading door belongs to Oasis Sandwich Shop and other local businesses, and is not the property of the Dowd Center Theatre. It is not available for patrons and renters unless signage indicates that it may be used.
- e. The parking lot between the theatre and Southern Range Brewing on Stewart Street may not be used by patrons nor renters.
- f. The parking lot behind the USPS facility on South Stewart Street should not be used during typical business or event hours.
- g. The concrete slab approaching the loading door on the side of the theatre is available to Renter prior to, during and after a performance. Whenever possible, avoid blocking the entrance to Oasis parking lot from the concrete slab.
- h. For a detailed parking map of the area surrounding the theatre, visit the Directions and Parking page on the Dowd Center Theatre website here:

*Signature of Dowd Center Theatre Rental Application/Agreement includes acceptance of all policies herein.*

Signature of Individual or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

Organization (if applicable) \_\_\_\_\_

Dowd Center Theatre Operations Supervisor or Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Invoice Sent: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit Secured: \_\_\_\_\_ Date: \_\_\_\_\_

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