



## **Garner Performing Arts Center Policies and Procedures**

The Garner Performing Arts Center (GPAC) is available for rental when there are no scheduled Town of Garner events. The Town of Garner has the priority in scheduling the facility for Town programs, classes, and events.

The facility is available to groups and individuals by reservation on a first-come, first-served basis. Reservations are not permitted more than six months in advance. A non-refundable, non-transferable confirmation payment must be paid immediately to confirm an available date with staff approval.

### Reservation Policy

- For rental information, renters may call (919) 661-6988 or submit a Rental Request online at [GarnerPerformingArtsCenter.com](http://GarnerPerformingArtsCenter.com).
- A GPAC staff member will provide a quote with the rental fees for the requested date/time if available. If the renter approves the quote, a GPAC staff member will provide a rental agreement to be signed and directions on securing the confirmation payment. There will be no holds on the facility until a confirmation payment is secured. Confirmation payments are non-refundable, non-transferable.
- Rental fees are due in full 14 days prior to the event date.
- Cancellations are subject to a refund less the confirmation payment.
- Any changes to the rental agreement after the confirmation is paid, must be approved by GPAC staff.

### General Information

- The GPAC is available for rent from 8:00 am-12:00 pm. **Town of Garner Noise Ordinance** prohibits electronically driven sound before **9:00 am** and after **11:00 pm**.
- Hourly fees will be charged for the use of the facility and staff. 3 hour minimum for rehearsals, 4 hour minimum for performances and events.
- A \$200 refundable damage deposit will be included in the total rental cost. If there are no damages or additional fees after inspection of the facility at the conclusion of the event, the damage deposit will be refunded in 10-14 business days by check or directly to the credit card (if less than 120 days since payment.) The damage deposit will be used to defray the cost of any damages to the facility and its contents or for any extra expenses incurred by the Town arising from the use of the facility by the renter. Extra expenses may include additional cleaning, repairs, or use of the facility in excess of time agreed upon in the rental agreement. The damage deposit may be forfeited

for violations of the rules for use of the facility. If damages and fees exceed the damage deposit amount, payment for cost to the Town in excess of the damage deposit will be due 14 days from the date of billing. Failure to pay could result in denied future use of Town facilities.

## Rental Rules

1. All dates and times stated on the rental agreement will be strictly enforced. The facility will remain locked until the time stated in the agreement. No function may commence before 9:00 am and must end by 11:00 pm. The building must be cleared of equipment as well as people, cleaned, and locked no later than midnight. After this time, anyone using the building or grounds will be subject to any applicable criminal charges.
2. Cancellation. Cancellations are subject to a refund of fees paid in excess of the confirmation amount. All cancellations should be submitted in writing to a GPAC staff member. Rental fees are due in full 14 days prior to the event date. Failure to pay in full could result in the cancellation of the event.
3. Staff will work with users on a case-by-case basis in inclement weather situations to reschedule or refund all rental fees.
4. The Town of Garner will NOT accept deliveries on behalf of users. Users renting equipment must make arrangements to be on hand for delivery and/or pick-up during the period(s) of time the facility is reserved for use. Equipment left in the building beyond the requested rental period is the responsibility of the renter. The Town of Garner and/or the Garner Performing Arts Center (GPAC) shall not be held liable for damages to, or theft of, equipment and property. All show materials and equipment must be removed from the property immediately after the event. If equipment is not removed, GPAC reserves the right to have the equipment removed at the renters' expense. Expenses incurred by the immediate removal and subsequent disposal will be deducted from the damage deposit. Perishable items will be disposed of at users' expense.
5. Only authorized personnel may operate light, sound, and fly system equipment.
6. Staff members are entitled to a 10-minute break every 2 hours and a 30-minute break every 4 hours, scheduled to avoid any disruption to performances.
7. Ticket sales and promotions for performances are the responsibility of the user. Renters can provide a ticket link and jpeg image to be added to the GPAC Community Calendar.
8. The user or user representative must be at least 21 years of age. There must be one adult age 21 or older for every 10 minors under the age of 18 in attendance. This ratio applies to performers as well as audience members. The user must also ensure all participants abide by the rules, policies, and ordinances established by the Town of Garner and Parks, Recreation, and Cultural Resources Department.

9. Parking on-site is free. Users and guests are prohibited from parking in "resident only" spaces located in the front of the facility. Parking in these designated spaces could result in towing.
10. The use of open flames is prohibited inside the facility.
11. The maximum auditorium capacity is 471. Fire code precludes any standing room or additional seating in the auditorium.
12. Alcoholic beverages are prohibited anywhere on the premises except as outlined in the Alcoholic Beverages Policy and Permit Requirements. Smoking and/or use of tobacco products are prohibited inside the facility.
13. The use of haze, fog or other atmospheric effects are prohibited and will result in activation of the fire alarm system.
14. No alterations may be made to the building or its contents. No nails, thumbtacks, or tape shall be used in lobby or auditorium. The piano cannot be removed from the stage area.
15. The Town of Garner may deny use of the facility to any group whose proposed activity is illegal or poses a significant threat of damage to the facilities or persons in attendance, or that fails to establish responsible supervision. The Town of Garner reserves the right to terminate any rental in progress without a refund due to situations arising out of the rental.
16. Infractions of these rules or any law or ordinances while occupying the building or violations of any rule contained herein, will be grounds for immediate termination of use of the building without a refund, for forfeiture of the damage deposit, as well as for any applicable criminal charges.
17. Concessions or refreshments (optional) are the responsibility of each renter to provide. Concessions should consist of commercially prepackaged items *only*. The selling of cooked food and cooking on-site is prohibited. The concessions area may be obtained for a daily fee. Proceeds remain the renters to keep. The concessions area must be left clean. Prepackaged food/drink items only are allowed inside the auditorium.
18. No oil-based paints or solvents on the premises; only latex based paints are allowed—with prior permission. All painting must be done outside or on the loading dock. Painting on stage is prohibited.
19. COPYRIGHTED MATERIAL LESSEE warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the Town of Garner harmless from any and all claims, losses, or expenses incurred with regard thereto, including reasonable attorneys' fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.
20. INSURANCE: The Town of Garner requires the user to provide a copy of Renter's Certificate of Insurance for general liability coverage, and Town of Garner further reserves the

right to require the user to purchase additional insurance coverage, as may be determined in the discretion of the Town of Garner.

21. INDEMNITY: User shall indemnify and save harmless the Garner Performing Arts Center and the Town of Garner from and against any and all claims, costs, expenses, and/or liability for damages to person or property arising from or relating to the use or occupancy of the Garner Performing Arts Center by user during the rental period or permitted to be done by the user in or about the Garner Performing Arts Center, or otherwise resulting from any breach or default in the performance of user's obligations under this agreement, including attorney's fees and court costs.



# Town of Garner Garner Performing Arts Center Alcoholic Beverages Policy and Permit Requirements

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The following policy applies for individuals or groups wishing to serve or sell alcohol during rentals and special events at the Garner Performing Arts Center (GPAC).

## **General Policy Information**

Special events and rentals at which alcohol is allowed may be limited to weddings, reunions, receptions, performances, and fundraising events. The only forms of alcohol allowed are beer, wine, and champagne. Alcohol use is only allowed at Garner Performing Arts Center. Normal facility rental fees will be required in addition to all fees associated with serving alcohol.

## **Permit Requirements**

*Facility users requesting the use of alcohol must complete and provide the following:*

1. Facility user is responsible for normal facility rental fees and deposits.
2. An alcohol use permit for GPAC must be completed by requesting user to serve or sell beer, wine, or champagne. *Alcohol permit fee is \$100, non-refundable.*
3. The alcohol use permit should include a detailed description of the event, audience type, expected number of attendees, percentage of attendees under the age of 21, etc. Final decisions on approval or disapproval will be made by the Parks and Recreation Director. Appeals may be made to the Town Manager.
4. Facility user will be required to obtain a Limited Special Occasion Permit from the North Carolina Alcohol Beverage Control Commission and must abide by all requirements of that permit. A copy of this permit must be provided to the auditorium manager a minimum of two (2) weeks prior to the proposed event. *Permit fee is \$50.*
5. User must provide proof of alcohol liability insurance with a minimum coverage of \$1,000,000, listing the Town of Garner as an additional insured. Proof of alcohol liability insurance must be submitted to the auditorium manager a minimum of two (2) weeks prior to the event. The Parks and Recreation Department can provide the names of local insurers providing such coverage.
6. User must secure the services of an off-duty Garner Police Officer at a ratio of one (1) officer per 250 people, minimum of 2 hours per officer. Services must be coordinated through Parks and Recreation Department.

7. The serving or selling of alcohol during special events or rentals should cease one (1) hour prior to the end time of special events or rentals.
8. User will be subject to loss of security deposits, future use of Garner Parks and Recreation Department facilities, and misdemeanor charges as provided under the General Statutes of the State of North Carolina and Ordinances adopted by the Town of Garner for violation of any state or local regulations regarding possession and consumption of alcoholic beverages in the facility, including but not limited to the following:
  - A. Permitting intoxicated persons to loiter on the premises.
  - B. Permitting intoxicated persons to consume intoxicating beverages on the premises.
  - C. Permitting the use of loud, profane, or indecent language on the premises.
  - D. Allowing any improper, obscene, or disorderly conduct to take place on the premises.
  - E. Leaving the premises under the responsibility of a minor (any person under 21 years of age).
  - F. Permitting or allowing any person under the age of 21 years to consume alcoholic beverages on the premises.
9. User is prohibited from storing alcoholic beverages in the facility except during the rental time of the proposed event as indicated on the Limited Special Occasion Permit and the Application/Contract.
10. "Brown Bagging" (bringing your own alcohol on the premises) is strictly prohibited. The facility user holding the Limited Special Occasion Permit must furnish all alcohol to be consumed on the premises.
11. User has received a copy of the Alcoholic Beverages Policy and Permit Requirements for the Town of Garner.

I hereby acknowledge that I carefully have read and understand all of the above regulations, and that I will be responsible for these regulations to be adhered to by the people in my party.

\_\_\_\_\_  
 Name of Person Responsible for Rental/Special Event \_\_\_\_\_  
Date

\_\_\_\_\_  
 Address City/State Zip

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Signature