



Rules and Regulations

NOTE: Failure to comply with the rules set forth below may result in your event being cancelled and being banned from future use of the facility.

1. **Requests and Agreements:** Rental Agreement/Terms and Conditions of Use should be turned in to the Lincoln County Finance Department no later than **30 days** prior to your event. Requests are fulfilled on a first paid basis dependent upon availability. A non-refundable processing deposit of \$250 is due at the time of application submission. The deposit will be returned if your application is denied; otherwise, it will be applied to your bill. The Auditorium is not considered reserved until the Rental Agreement/Terms and Conditions of Use has been signed and returned along with the processing fee. If a Rental Agreement/Terms and Conditions of Use is received and the requested rental date is less than 30 days prior to your event, it must be approved by the Facilities Management Director. If a personal check is used, a valid driver's license number must be on the check.
NOTE: If your needs change, or you failed to request something you may subsequently need, your amount due may change, and you will then be responsible for the additional amount. Your estimated deposit is due **30 calendar days** prior to your event. If the deposit is not paid, Lincoln County reserves the right to cancel your event. If a request is made to rent the Auditorium with less than 30 calendar days prior to the event, then your entire deposit is due upon signing of the contract. An auditorium contract will not be signed or approved with fewer than 14 calendar days' notice. **Rehearsal dates should be booked at the time the event date is booked.** **If you do not book a rehearsal date(s) at that time and later request a rehearsal date within 30 days of your event and want to add a rehearsal, you have to pay for the additional time as determined by our rental fee schedule.** _____ **Initial Here**
2. **Publicity:** Upon receipt of the Rental Agreement/Terms and Conditions of Use and your deposit, Lincoln County will post the event on the Citizens Center marquee. The event will be shown on said marquee 30 days prior to the event ending at 11:00 pm on the day of the event. _____ **Initial Here**
3. **Smoking:** Lincoln County has designated smoking areas outside the facility with cigarette receptacles. It is your responsibility to notify your attendees of these locations. _____ **Initial Here**
4. **Food, Drink and Meal Functions:** Food and drink are **not** permitted in the Auditorium during theatrical performances. If you are serving or preparing food, it is the responsibility of the renter to contact Environmental Health for any necessary permits at 704-736-8426. In order to meet your request, you must notify Environmental Health **four (4) weeks** prior to the date of your event. _____ **Initial Here**
5. **Use of Folding Tables and Chairs:** Lincoln County has a limited number of folding tables and chairs available for use, and availability will be confirmed at the time of booking. If you need more than are available from Lincoln County, it is your responsibility to provide those additional tables and chairs, and for set-up and tear down of any additional tables and chairs. _____ **Initial Here**
6. **Access to Administrative Areas:** You and any guests are **NOT** authorized to enter the administrative areas of the building. _____ **Initial Here**

7. **Seating Capacity:** The maximum seating capacity for the Auditorium is 1,274 persons. It shall be unlawful to permit occupancy in the Auditorium that exceeds that capacity. _____ *Initial Here*
8. **Parking, Loading and Unloading:** Paved parking lots are provided for the convenience of our patrons. No driving on the grass or parking in restricted areas is permitted. You and any guests may not block off any areas of parking unless approved by the Facilities Management Director. _____ *Initial Here*
9. **Loading Dock:** The loading dock is for loading and unloading only and is not to be used as a work area. If the dock or building is damaged, an assessment of the damage will be conducted and additional fees to repair shall be assessed. _____ *Initial Here*
10. **Advertising:** You shall not advertise any performance, the appearance of any performer, or meeting prior to the signing of the contract and acceptance thereof by Lincoln County personnel. In addition, advertising for the event is your responsibility, **NOT** Lincoln County. _____ *Initial Here*
11. **Cleanup:** You are responsible for all clean-up following the event, which shall be completed by the end of your rental times. If you do not clean all areas and dispose of trash, an additional clean-up fee of \$150 will be assessed. Janitorial services may be purchased at the time of agreement signing at \$50 for the first 4 hours and \$15 per hour after. _____ *Initial Here*
12. **Precautions:** The Auditorium is equipped with heavy counterweights and other equipment which may cause injury. You must advise your participants of the dangers. **CHILDREN less than 18 years of age SHALL NOT BE LEFT UNATTENDED or allowed to operate equipment.** Lincoln County will not be responsible to you or your participants/guests for any injuries that may result from these or other dangers that may be encountered on the theatrical stage. _____ *Initial Here*
13. **Electrical Equipment:** Electrical equipment shall be UL approved and must be equipped with a three prong plug. _____ *Initial Here*
14. **Unlocking Doors:** You or your guests shall not unlock, or prop open, any doors without the Auditorium Attendant's permission. If, for any reason, equipment or merchandise is stolen, damaged or lost, due to tampering with locks by opening locked doors, taping locks, or propping doors open, you will be charged for the lost, damaged or stolen property/merchandise. _____ *Initial Here*
15. **Fees or Damages:** If damages result from the utilization of facilities, you will be required to pay the cost of repair, replacement or claims that arise from the use of facilities, at a cost determined by Lincoln County. _____ *Initial Here*
16. **Cancellation Policy:** Lincoln County reserves the right to impose a cancellation fee for any event cancelled less than 10 calendar days prior to the event. During inclement weather, all events will be cancelled, cancellation fees waived, and all deposits shall be returned to applicant. _____ *Initial Here*
17. **Fire Marshal Code:** You and your guests must abide by **ALL** State of North Carolina Fire Marshal Codes including: not blocking fire exits, not blocking auditorium aisles (no sitting or standing in aisles, no wheelchairs or stroller in aisles), no open flames (including candles and sparklers) in auditorium (unless it is a food warmer), and no blocking fire lanes. _____ *Initial Here*
18. **Confetti, Glitter, Rice and Birdseed:** Absolutely **NO CONFETTI, GLITTER, UNCOOKED RICE OR BIRDSEED** is allowed in the building. If any of the above-mentioned are used, you will be responsible for floor cleaning by a person or company of Lincoln County's choosing. _____ *Initial Here*
19. **Helium Filled Balloons:** Helium filled balloons are prohibited in areas with a ceiling height greater than 10 feet. _____ *Initial Here*
20. **Tape, Glue, Nails, Screws and Staples:** Walls, windows, doors, woodwork, floors, ceilings and railings are **NOT** to come in contact with tape, glue, nails, screws or staples. Paint is not allowed on the premises. _____ *Initial Here*

21. **County Material and Furniture:** Promotional material, furniture or fixtures for Lincoln County shall not be moved or removed or covered in any way. Please note that the bell cannot be moved for any reason.

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22. **Copyrighted Material:** No copyrighted musical or other artistic works shall be performed or played (whether live or in recorded format) on the premises unless appropriate licenses have been obtained in accordance with federal copyright laws. The user specifically agrees to indemnify, defend and hold Lincoln County harmless of and from all claims, suits, judgments, damages, fines, and costs, including attorney's fees, arising from any such unlicensed performance, play or production. *This provision includes, but is not limited to, the playing of prerecorded music accompanied by live singing, dancing, or other performance unless the playing of such prerecorded music has been authorized by appropriate licensing.* A source for license information is "The American Society of Composers, Authors and Publishers" www.ascap.com. Initial Here

23. **Animals:** Animals and pets are not permitted in the building except in conjunction with an approved exhibit, display or performance legitimately requiring use of animals. Service animals shall be permitted.

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24. **Alcohol:** Alcohol shall not be permitted to be sold or consumed at any event. Initial Here

25. **Insurance Requirements:** All events involving 'high risk' physical activity, preparing food or any event as deemed by Lincoln County are required to have a Commercial Liability Policy with limits of \$1,000,000 per occurrence. Business Auto Insurance is required for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. Lincoln County shall be named as an additional insured under both the automobile and general liability insurance. In the event of a loss arising out of, or related to use of the facility under this agreement, the liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the 'other insurance' provisions may read. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the State of North Carolina. Renter shall provide certificates of insurance to the County as evidence of the required coverage at the time fees are due. Failure to provide the certificates of insurance will result in your event not being booked and could result in late fee assessment. Initial Here

26. **Security:** For any event involving groups which are greater than 100 guests, or any event estimating 100 or more guests which is open to the public (regardless of actual size) shall be required to obtain law enforcement supervision at an additional cost. Security will be assigned at the discretion of the County. For current rate information, you should contact the Lincolnton Police Department or Lincoln County Sheriff's Office.

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Hold Harmless Agreement

Indemnity: Lessee (user), in using the Lessor's facilities, assumes full responsibility for any and all damages and/or claims arising from that use. Lessee specifically agrees to indemnify, release and hold harmless Lincoln County, its personnel, officers, agents, and other event staff from any and all claims that may arise from said use. This shall include, but not be limited to, responsibility for: personal injury, loss of life, theft, property damage, failure to perform, and tort issues. Lessee further agrees to be held liable for all costs and expense to Lincoln County, its personnel, officers, agents and other event staff that may be incurred in defending any and all claims of liability and/or damages arising from Lessee's use of Lincoln County facilities as permitted under North Carolina law.

Lessee's (User's) Authorized Signature

Date

Lincoln County Authorized Signature

Date

Below to be completed by Lincoln County Authorized Representative

Move-out must be completed by _____ am/pm on _____
Time _____

Date

Failure to comply with the move-out deadline stated above will result in the User's effects being declared **ABANDONED**. As a result they shall be disposed of by Lincoln County staff as they deem appropriate.

Acknowledged by User's Authorized Signature

Date