

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

Facilities Rented: _____

Purpose: _____

Dates (s) of Rental _____

Beginning time _____ Ending time _____ Additional _____

Total Rental Charges _____

The Fine Arts Center of Kershaw County is a 501 (c) 3 nonprofit organization. Our mission is to create an environment that promotes artistic and cultural experiences and provides superior educational, instructional and entertainment opportunities that elevate and enrich the community for all residents of Kershaw County and beyond.

The Fine Arts Center campus and facilities are operated and maintained for the purpose of supporting our mission and vision. Additional uses for the facility such as meetings, receptions, recitals, and other events are at the discretion of the facilities manager according to availability.

No advertising connecting any event with the Fine Arts Center of Kershaw County or implying sponsorship by the Center is permitted. The Lessee acknowledges that its use of the facilities does not in any manner imply that there is any form of a partnership with, or co-sponsorship by, the Fine Arts Center of any event held by Lessee on the campus.

Any publicity materials should read: Wood Auditorium, Bassett Gallery, Daniels Building, or Douglas-Reed House - 810 Lyttleton Street, Camden, SC 29020.

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 **10 days** prior to the rental date.

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

Special Provisions:

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 any equipment they will need. Light and Sound Technicians as well as staff are not provided by the Fine Arts Center.** A Fine Arts Center authorized Technician must be reserved by the **Lessee** if such services are required for the event.
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.
6. All Facilities are leased individually – they are as follows:
Lessee to initial facility leased.
 - Bassett Building (including lobby, auditorium, gallery, and McCarney room)
 - 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 rate for set-up and clean-up.

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