



THE CARY

THEATER RENTAL GUIDE



Updated February 21, 2024

INTRODUCTION

We appreciate your interest in renting The Cary Downtown Theater in Cary, North Carolina. Whether for a film premiere, film festival, business meeting, or a variety of other uses, The Cary provides a unique space with opportunities for special events. This packet will provide an introduction to the theater, the rental process, and guidelines that will help us to better serve you.

OVERVIEW OF THE CARY DOWNTOWN THEATER



The Cary Downtown Theater is located at 122 E. Chatham Street in Cary, NC 27511.

The Cary (as it was originally called) was the town's first indoor movie theater built in 1946. A featured attraction along Chatham Street, The Cary hosted live performances as well as films. It was subsequently used as a clothing store, an auto parts store, and recording studio. This theater, built in 1946, contributes to Cary's rich cultural history and is gaining new life again in Downtown Cary.

The theater features:

- Excellent acoustics
- Plush, comfortable seating
- Superb sound system and a full complement of microphones
- Professional lighting equipment and inventory
- Dressing rooms

With few exceptions, **all of the theater's technical equipment, including lighting and amplification is available as part of our standard rental package.** A complete list of technical equipment is available in the Theater Technical Specifications, though subject to change without notice. Please confirm any specific equipment

requirements with the Technical Operations Assistant.



EVENT SERVICES

The Cary's event services distinguish it from other venues. In order to give you the best possible experience, we offer the following:

Production Staff: The Cary maintains an active roster of stagehands to accommodate your technical needs at a minimal expense. Please discuss your needs with the Operations and Program Supervisor and Technical Operations Assistant.

House Management: Our professional house manager will lead your ushers to graciously accommodate the needs of guests and patrons at your event.

Ticketing Services: The Cary's Box Office is located in the lobby of our theater. Our professional box office staff facilitates walk-up, phone, and online sales customized to meet your needs. Please visit our website (thecarytheater.com) for Box Office hours. Tickets are also available directly at The Cary one hour prior to each event.

Concessions Sales: Brew at The Cary Theater provides concessions services for The Cary Theater. Their menu includes coffee, sodas, beer, wine, and a variety of snacks. We are happy to discuss with you your specific concessions needs before, during and after your event.

Security: The Cary facilitates security services and reserves the right to determine if security is needed for your event.

BOX OFFICE SERVICES

For ticketed events, The Cary requires that clients utilize our box office which is served by the e-tix ticketing system. Our Box Office staff offers customized operations to meet your ticketing needs, including:

- **Multiple Ticket Pricing Options**
 - Choose the ticket codes, pricing, and levels that best fit your event
 - Implement discounts as you see fit
- **Consignment Sales**
 - Consign and sell a limited number of tickets
- **Complimentary Tickets**

We use a special Ticket & Event form so you can provide us information about your event so that we may advocate for it. We'll send you this form once you have signed a rental agreement.

Ticketing Fees

Sales Tax-A sales tax of 7.25% will be added to ticket purchases for all events at The Cary. This expense is passed on to ticket buyers. This is part of the tax reform legislation passed by the North Carolina General Assembly in 2013 which broadened the base of services to which sales tax would be applied, including admissions to 'live entertainment'.

Box Office Service Charge-A \$1.85 will be extracted for each ticket issued or sold. This nominal fee is assessed to help cover the cost of box office administration and operations. This fee includes: consultation, ticket creation, ticket stock, box office staffing, advance and event day ticket sales, consignment ticket sales, reconciliation, tax remittance, and check disbursements. (If your ticket price is \$20, and the customer pays \$20 in cash, \$18.15 will go to the renter and \$1.85 will go to The Cary Theater Box Office.) *Note: The \$1.85 surcharge for complimentary (comp) tickets does not apply to the first 25 comp tickets per performance.*

Convenience Charges-E-tix charges a \$2 per ticket fee (+ tax) on all tickets purchased online. *This fee is not applicable when tickets are purchased at the Box Office locations.* This expense is passed on to ticket buyers. If the customer chooses to have the tickets mailed to them (as opposed to printing the ticket at home or picking up at will call), there is an additional \$2.50 handling fee.

In summary, it is in the customer's best financial interest to purchase tickets in person at our box office. However, there are multiple ways to obtain tickets.

To ensure an optimum event experience, all rental clients must adhere to the following policies when planning a ticketed event at The Cary:

- All ticketed events must utilize The Cary's box office operations, which is housed at The Cary Theater. Rental clients are not permitted to print or utilize their own tickets for any event at The Cary.
- Consignment sales are at the discretion of the Operations and Programs Supervisor and the Box Office Manager. Consignment tickets are only available for a) General Admission seating or b) Reserved Seating when there is only one ticket price for all seats/patrons. Consignment sales volume and deadlines for

settlement are determined on a per-event basis. (No more than 50 consignment tickets can be printed in a batch for each performance.)

- Complimentary ticket lists may be submitted to the box office no less than one week in advance of the event (so long as tickets are available).
- All box office sales are final.
- No revenue producing tickets will be held without payment.
- Should inclement weather or an act of God cause the undue cancellation of a performance, the box office will offer the patron the following choice:
 - Exchange pre-sold tickets to the cancelled performance for another performance.
 - Offer refunds to patrons if they are unable to attend another or rescheduled performance or when another performance is not an option.
- Cancellation decisions will be made jointly between the rental client and the Operations & Program Supervisor.

Collection of ticket buyer information: As a municipality managing the performing arts venues in downtown Cary, we are restricted from sharing electronic mail lists by *NC Statute 132-1.13*. Town employees may use such lists for the following purposes only:

- For transactional communications
- To notify patrons of an emergency to public health or public safety (i.e. inclement weather)
- To notify patrons of a canceled event and/or details that are pertinent to an event

In regard to sharing lists, the email lists are open to the public for **inspection**, not to be copied or provided. The requester can make an appointment to look at the list at a computer but cannot take notes or take any pictures.

If patron or guest lists are needed, the renter or outside agency should make arrangements to collect the data on their own.

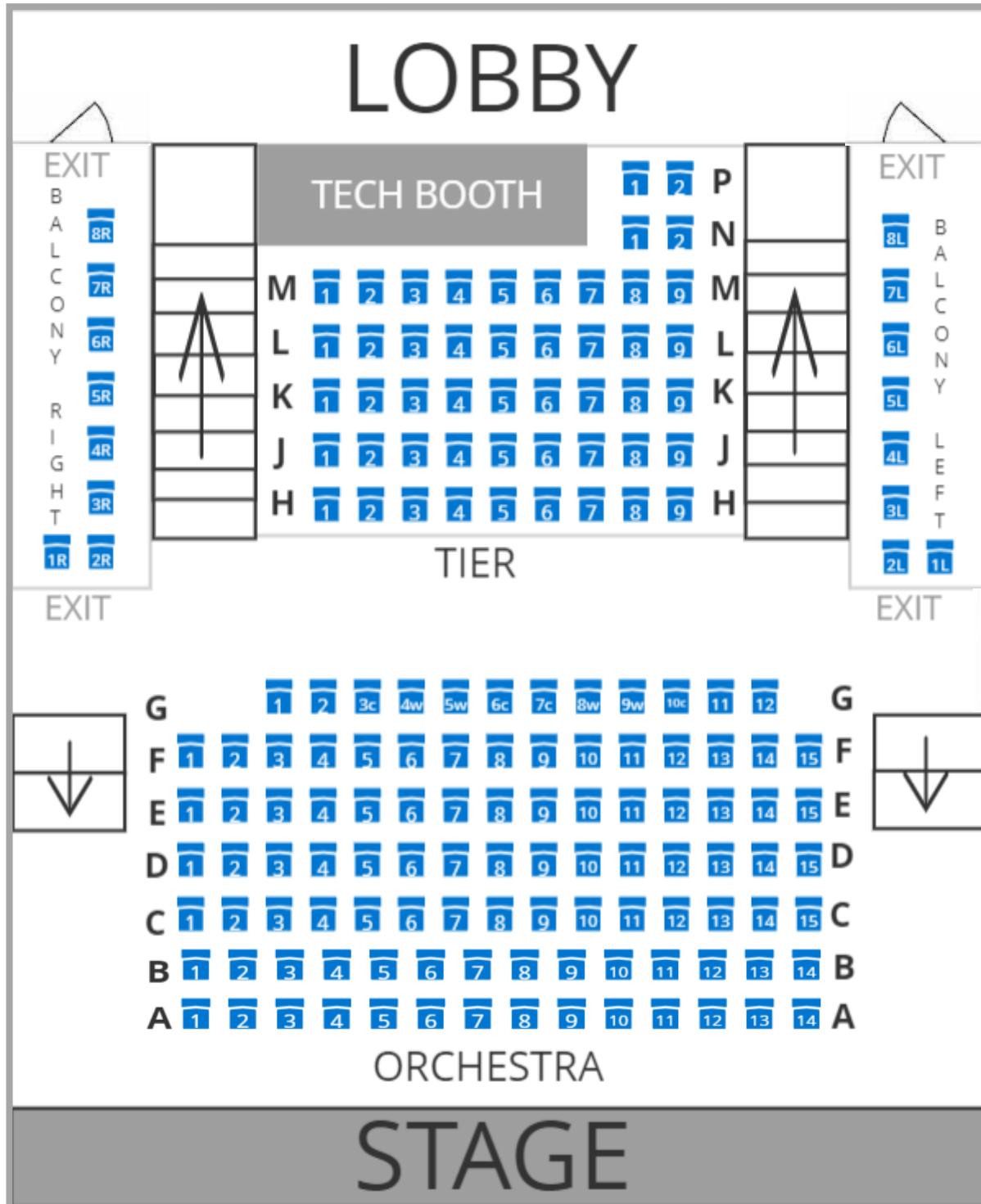
THEATER SEATING

A modern stadium seating alignment with 165 seat arrangement including seating on the upper balconies.

Total Seating Capacity: 165



Rows G, N and P are accessible to patrons with physical or mobility needs.



THEATER RENTAL PRICING GUIDE

STANDARD RENTALS

Cary Residents (private rentals): \$400/5 hour minimum + \$80/each additional hour

Non-Cary Residents (private rentals): \$600/5 hour minimum + \$120/each additional hour

Cary-based Cultural Organizations

Performances in theater = \$300/5 hr minimum + \$40/each additional hour

Rehearsals/Set up in theater = \$125/5 hour minimum + \$35/each additional hour

Cary-based nonprofits (non-cultural): Receive 10% off the Cary resident rates. To qualify for the nonprofit discount, you must provide proof of your 501-c3 status.

CINEMA-ONLY RENTALS

Cary Residents (private rentals): \$75 / hour plus rights for movie.

Non-Cary Residents (private rentals): \$112.50 plus rights for movie.

Hours are calculated in ½ hour segments and rounded up.

OTHER SPACES

Upper Lobby Rental Fee: \$25 per hour (*for events using the upper lobby only – Cary residents*)
\$30 per hour (*for events using the upper lobby only – Non-Cary residents*)
Total Capacity: 49 (standing)

OTHER FEES

Damage Deposit: \$500

Renting on a Holiday Fee: additional \$50/hour

Outside Operating Hours add. fee: \$25/hour; additional \$25/hour fee on Town of Cary designated holidays

Renting Within 30 Days: Rentals booked within 30 days are approved at the discretion of the facility supervisor and are subject to a 20% additional charge.

Technical Assistants (TA): \$30/hour (*base rate – overtime charges additional*)

TA (for Cary-based cultural orgs): \$15/hour (*base rate – overtime charges additional*)

Linen Rental \$3 per linen

*(Note: At least one Technical Assistant is required for the duration of your event. Additional Technical Assistants are added as required at the discretion of The Cary Theater technical operations program staff. Production staff will be required any time the following equipment are in use: theatrical lighting; sound reinforcement; media and projection equipment; any other equipment deemed necessary by The Cary Theater technical operations program staff. **Technical Assistants work a minimum of 4 hours and cannot work more than 5 hours without a meal break.**)*

Additional Front of House Staff: \$15/hour (*1 is included with rental*)

Security (if required): \$30/hour (*rates are subject to change without notice*)

Cleaning (if needed):	A minimum \$100 cleaning fee (or more) will be incurred when renter does not clean spaces appropriately or when renter does not restore spaces to how they were originally found.
Logo Non-Use Fee:	\$100 <i>Logo Non-Use Fee \$100 Applies if renter does not utilize The Cary Theater logo in publicity as agreed upon by Operations & Program Supervisor-Theater and Renter.</i>
Box Office Service Fee:	\$1.85 per ticket <i>(Other box office fees may apply. See ticketing section for details)</i>
Movie Rights:	<i>Renter is responsible for paying the rights for movies shown during a rental. The Cary Theater will secure rights through our distributors and the cost will be taken out of the box office settlement or paid in advance by the renter. If the box doesn't cover the cost, the renter will owe the difference for the rights.</i>

THEATER RENTAL PAYMENT PLAN

Payment Plan

A \$500 refundable damage deposit is required to secure your rental. The deposit is due *with receipt of your signed contract.*

Damage Deposit:

- If no additional charges were incurred, your deposit will be processed and sent to you within 15 business days, following your event.
- Should damages/overages occur, an itemized statement of repairs or charges will be provided along with any refund due.
- Should damages/overages exceed your damage deposit, an invoice for any overage will be sent with an itemized statement of repairs. Payment for overage will be due 15 days following the receipt of your itemized statement.

Your final balance is due *no later than thirty (30) days prior to your scheduled use.*

CANCELLATIONS

- Cancellations may be initiated by the party up to *ninety (90) days prior to scheduled use* without liability.
- Cancellations made *within ninety (90) days of the scheduled use* will result in forfeiture of the damage deposit. Changing the rental date within ninety (90) days of the reserved date is processed as a cancellation.
- No cancellations will be accepted *within five (5) working days of the scheduled usage*. A renter making a cancellation *within five (5) working days of usage* will be liable for payment of all rental fees and other charges in full.
- All cancellation notices must be submitted in writing to the Operations and Program Supervisor. (email is acceptable)

- The Cary maintains a right-to-cancel at all times. In rare circumstances may cancel a theater reservation. In the event of a cancellation, every attempt will be made to reschedule the reservation in a mutually agreeable manner and to give all affected groups as much advance notice as possible. If the event cannot be rescheduled, The Cary would refund any money paid towards the reservation. The Cary does not accept any financial liability for the cancellation of a reservation, such as marketing fees, artist's fees, etc.

INCLUDED IN THEATER RENTAL

Dressing Rooms

Upper Lobby

Basic cleaning costs (*Note: Excessive cleaning costs will be passed along to the renter.*)

One House Manager

Box Office Personnel

Bar and Concessions Services (dependent on discussions with BREW, which The Cary Theater can facilitate).

EQUIPMENT INCLUDED IN THEATER RENTAL

For detailed information on the technical capabilities of the theater please see the Technical Specifications document, available by request from the Technical Operations Assistant

Stage Dimensions

Stage Width - 30 feet

Front of Apron to Upstage Wall – 20 ft

Front of Apron to Upstage Curtain – 10 ft

Stage Floor

The stage floor is a double layer of plywood decking sprung on 2x4 sleepers isolated from a concrete slab by neoprene pads. The stage surface is tempered hardboard painted Rosco Tough Prime black.

Loading Door

The loading door is 6 ½ ft wide x 7 ft tall. It opens to street level where there is a smooth no ramp roll. From the loading door there is a flat roll to the stage with a 90 degree left turn. Anything larger than a small box truck requires advance arrangements to accommodate.

Dressing Rooms and Lobby Access

All dressing rooms are located on stage level. Stage access to dressing rooms is via the SR stage exit. The Cary has two chorus style dressing rooms. In equity compliant configuration, the capacities are as follows:

Dressing Room A: 4 Dressing Room B: 4 There is no equity cot available.

Each dressing room has a private sink and opens into a shared bathroom with a shower. Please note this is the only toilet back of house. There are no star dressing rooms or production offices.

The Cary maintains a full complement of lighting, sound and video projection equipment of the highest quality that can be available for your rental. Discussions with the Technical Operations Assistant will occur prior to your rental to assure that your event needs are met in the theater.

Other Equipment Available to Use

Please request the following equipment no less than one month prior to your rental date.

- Podium
- Music Stands (The Cary has five)
- Projector & Projection Screen
- Marley floor (additional fee applies)
- Keyboard (additional fee may apply)

Maximum Allowed Sound Levels

The Town of Cary and The Cary takes the aural health of patrons and participants extremely seriously. The Cary staff makes the final determination of the maximum allowed sound levels both on and off stage. Failure to heed warnings or make adjustments after being informed by staff may result in the immediate cessation of your event.

THEATER RENTAL PROCESS (Step by Step)

Please use the rental process outlined below as a helpful guide for your rental of The Cary Downtown Theater:

- 1) If The Cary seems like the right venue for your event fill out the online Rental Request Form on The Cary Theater's website (under "About" / "Rental"). This form will go directly to the Operations and Program Supervisor. This staff person will be in touch to begin discussions regarding the rental.
 - a. Please note that The Cary Theater only accepts rental requests six months in advance of rental event dates.
- 2) Schedule a time to tour the facility with The Cary's Operations and Program Supervisor and the Technical Operations Assistant, keeping in mind your event needs. Time has been reserved on Mondays from 10 a.m. – noon for this purpose, but appointments are required.
 - a. All events must be booked at least 30 days in advance. Events occurring on dates the theater is closed must be booked 90 days in advance.
- 3) The Operations and Program Supervisor will provide a rental estimate. This estimate will provide the contract rental fee, but will not account for additional charges which may arise after signing, including added services, additional equipment rental, damages, or unanticipated additional rental hours.
- 4) When the rental terms are acceptable, the Operations and Program Supervisor will draft a rental contract. The contract will be accompanied by an Ticket & Event form (when applicable).
- 5) Return to the Operations and Program Supervisor the required deposit and an original signed copy of the contract.
 - a. The required refundable security deposit is \$500 for all renters.
 - b. Failure to pay deposit in a timely manner may result in cancellation.

Once the contract is signed, and when applicable, the Box Office Manager will be in touch for you to complete and submit the Ticket & Event form. This process will prepare your tickets to go on sale. At this time, you may request to consign a number of tickets for remote sale, with the schedule for disbursement and return established by the Box Office Manger. (Please read the information about consignment tickets on page. The Ticket & Event form must be submitted at least five business days prior to your desired opening sales date.

- 6) Provide the Operations and Program Supervisor with your company or organization's certificate of insurance, including **The Cary Downtown Theater named as an additional insured facility**, and if applicable, proof of worker's compensation. Minimum requirements: 2 million per occurrence 2 million aggregate.
- 7) The Operations and Program Supervisor will provide you with contact information for the Technical Operations Assistant. Contact the Technical Operations Assistant to schedule your required production meeting(s).
 - a. Production meetings must be scheduled and occurred at least six weeks before the first day of theater use. Paperwork, including lighting plots, ground plans, schedules, etc may be required by the Technical Operations Assistant and will be due at a specified date in advance not more than three weeks before Load-In.

- b. Please request the Theater Technical Specification document for more information.
- 8) Attend the scheduled production meeting with the Technical Operations Assistant and Operations and Program Supervisor, addressing any and all technical and logistical aspects of your event, including setting crew calls.
- 9) Submit any marketing documents or event programs for approval to the Operations and Program Supervisor. This process is in place to verify that The Cary and its participation in the event is properly identified and information is accurate. *The logo non-use fee of \$100 (listed on page 9) will be charged to the renter if renter does not utilize The Cary's logo in publicity as agreed upon by the Operations and Program Supervisor and renter.*
- 10) At least one week before the first event or performance, submit to the Box Office Manager a list of any complimentary tickets you wish for the box office to hold. Please include the full name of each person picking up the comp ticket(s), the date the person will attend your event (if you are producing multiple shows), and the number of tickets they are being comp'd.
- 11) Return any consignment tickets or consignment sales revenue to the Box Office according to the schedule you coordinated with the Box Office Manager.
- 12) Your rental fee balance must be received by the date indicated on the contract.
 - a. If the rental fee is not paid in full prior to the required date, you will **NOT** be permitted to use the facility for your scheduled event or potentially future events. This is a firm policy.
- 13) It's time for your event! According to the schedule outlined in the contract, load-in, execute your event or performances, and load-out.
- 14) At the end of the event, The Cary's House Manager will inspect the facility to make sure everything is in order before the renter leaves the premises.
- 15) *(For all events):* The Operations and Program Supervisor will contact you regarding your damage deposit, noting any charges or overages. Any refunds from your damage deposit will be processed and returned within 15 business days (M-F). Please allow for additional time for events around the holidays.
- 16) *(For ticketed events):* After the closing of an event or performance, a settlement report will be mailed to you. The report will include your total revenue minus credit card fees (3% per ticket purchased with a credit card), minus the \$1.85 per ticket surcharge that goes back to The Cary. Review this report, and discuss any questions or concerns with the Box Office Manager.

Within 15 business days (M-F) of the development of your settlement report, The Cary will have a check prepared in the amount of your net revenue. Please allow for additional time for events around the holidays. Take your well-earned money!

TECHNICAL SERVICES AND GENERAL POLICIES

1A. Access: Each day of your event, a previously identified person with your show (Primary Contact), is required to check in at the front desk unless otherwise instructed. No persons or items may enter your reserved spaces before this check-in occurs. No equipment or show-related materials may be delivered before the load-in or first scheduled date in the theatre unless prior approval has been granted by the Technical Operations Assistant. All equipment and show-related materials must be removed immediately after the final performance unless approval has been obtained from the Technical Operations Assistant prior to load-out. All access must be mutually agreed upon in advance. No activity will be allowed on the stage, loading galleries, projection room, sound booths, dimmers rooms, amp rooms, or other technical support areas unless there is at least one member of the stage crew present.

1B. Children: Any performance with children under the age of 18 will require chaperones; one competent responsible adult for every ten children. Performers and/or crew cannot work as chaperones. The Cary does not provide chaperones.

1C. Conduct: The renter is responsible for the conduct of all individuals involved in the event, including guests attending the event.

1D. Capacity: Please adhere to maximum capacity. Maximum capacity for The Cary Theater is 185 inclusive of staff.

2. Damage: Presenters are responsible for all damages to the facility and its equipment during the engagement.

3. Safety: It is the responsibility of everyone to ensure a safe work environment. The Cary's stage crew will not allow activity that they deem to be unsafe.

4. Accessibility/Clearance: At all times, elevators, sidewalks, passages, aisles, hallways, doorways, and stairwells must remain clear of obstruction. Consult with the Technical Operations Assistant or the stage crew for specific requirements. Please keep this in mind when creating your event. In addition, exit lights and/or any other lights necessary for the safe occupancy of the building shall not be obstructed in any way.

5. Fire Pyrotechnics and Radiation: The use of fire, pyrotechnics, radiation (lasers) and other potentially dangerous effects must be approved in advance by the Technical Operations Assistant and the Town of Cary Fire Marshal. The Technical Operations Assistant or a designee must be in attendance during the Fire Marshal's inspection and permit approval. It is the responsibility of the renter to secure all applicable permits and schedule the inspection with the Technical Operations Assistant. Liability for these effects is solely the renter's responsibility. A copy of all permits pertaining to the Pyrotechnics or Radiation effects must be provided to the Technical Operations Assistant before the effects can be used. A fireman may be required to be onsite at the renter's expense. Fog machines are not allowed at The Cary Theater.

6. Smoking: Smoking is prohibited throughout The Cary, except in those areas designated as a smoking area.

7. Food and Drink: All food products used in a Theatrical Presentation must be approved by the Technical Operations Assistant and proper cleaning supplies must be provided by the renter in case damage is done to the stage/floor.

8. Alterations: Building structure alterations of any kind are not permitted without the written approval of the Operations and Program Supervisor. Alterations include holes, traps, additional projection booths, and supports. The renter, at the conclusion of the performance run, must restore any approved alterations to its original condition.

9. Painting and Set Construction. Renter's sets must be built and painted offsite (not in the theater) and broken into sizes that will fit into The Cary's Loading area before loading into the theater. Basic assembly/repair may occur on stage.

Scenery Construction Guidelines

If you are unfamiliar with the construction of scenery, we highly recommend 'Scenery Construction: A Handbook' by Bill Raoul. ISBN 0911747389. This book covers a number of scenery construction techniques for building safe and reusable scenery that is economical to build.

Please keep in mind the following guidelines during the planning and construction phases of your event:

- There is no onsite scenery storage. As such, scenic moves and shifts during a show generally require a high degree of choreography. With this in mind, a scenery ground plan that also shows storage of unused pieces may be required.
- Cardboard may not be used as a scenic element unless it is painted or treated on all surfaces.
- Glitter and confetti is prohibited in all forms.

- All wooden surfaces must be painted, even if they are not seen by the audience.
- Ground supported scenery must be stable and able to hold up to accidental contact without the risk of falling.
- Scenery may not be placed in such a way that it obstructs or limits the view of any fire egress.
- Furniture in the lobby and support spaces of The Cary may not be used as scenery for an event.

10. Tools Usage: The Cary may have some tools available for renters, but the tools must be used at the discretion and under the supervision of the Technical Operations Assistant. For an inventory of tools available, please contact the Technical Operations Assistant.

11. Restore: All users of The Cary are responsible for restoring the theater and its equipment to the same location and condition in which the equipment was found, unless prior arrangements have been made with the Technical Operations Assistant. The renter will be responsible for both rental and personnel charges during the period that the restore is occurring.

12. Dressing Rooms: Dressing Rooms will be cleaned prior to performances. If you would like an alternate cleaning schedule or if you do not want the dressing rooms cleaned, please inform the Operations and Program Supervisor of your preferred cleaning schedule. Backstage halls, stairways and public spaces are also cleaned regularly. Please let us know in advance of any special request regarding custodial services.

13. Booths: Production areas are for working personnel only. Due to the sensitive nature of the equipment food and drink are not permitted in these areas. Contact the Technical Operations Assistant or any member of the stage crew to gain access to the booths. These booths cannot be used for “dead case” storage. All empty cases must be stored in the loading area (if available), or off site.

14. Equipment: Any operation of The Cary’s equipment by guest technicians must be negotiated in advance. The Technical Operations Assistant will have final determination in the qualifications of any technicians working in the facility. All The Cary’s equipment shall be operated in a safe manner by technicians trained in the proper and safe handling of said equipment. Technicians who operate equipment in an unsafe or inappropriate manner will be asked to leave the facility and will not be allowed to work on future stage crews.

15. Personnel:

The Cary is happy to provide a skilled and qualified staff of technicians available to assist in making each event successful. Crew calls are set in coordination with the Technical Coordinator and subject to staff availability. Please keep the following work rules in mind as you plan your event with us:

- The minimum time a crew can be called is 4 hours per day.
- Crew time is calculated in one hour increments.
- The crew cannot work more than 5 hours without a meal break. There are two options for a meal break:
 - Option 1 is a one hour break where the crew is free to leave the facility and eat.
 - Option 2 is a half hour break with a hot catered meal. The menu must be approved in advance by the Technical Operations Assistant. Pizza is not considered an acceptable hot meal.
- Meal breaks should optimally be scheduled between 11:30 AM and 2 PM or 4:30 PM and 7PM
- Rehearsals must be separate from Show Calls with a meal break in between unless the total show time is under 1.5 hours, the 5 hour maximum call still applies.
- The standard call is 1 hour before the show starts. This can be extended to 1.5 hours, if the entire show including breaks and intermission is no more than 1.5 hours long.

All crew positions will be filled by the Technical Operations Assistant unless approved by the Operations and Program Supervisor and/or Technical Operations Assistant. **The number of crew positions will be determined by the Technical Operations Assistant.** All renters reimburse The Cary for all personnel expenses related to their event in The Cary. All events or activities on stage in The Cary require at least one stage crew member. If any equipment, such as the house

curtain or electricians are needed, additional personnel may be required. Only The Cary's personnel or an approved fully insured contractor are permitted to operate The Cary's equipment.

For the purposes of scheduling crew, a work week starts Sunday at 12:01 a.m. and ends on Saturday at 11:59 p.m. or at the conclusion of the last call started before 11:59 p.m. on Saturday. A copy of all the stage hands' work rules and rates can be obtained by contacting the Technical Operations Assistant.

One House Manager will be assigned to your event at no charge. If the Operations and Program Supervisor determines additional staff will be needed to manage the front of house, the renter will reimburse The Cary for the additional personnel expenses.

16. Scheduling: It is the responsibility of the renter to provide The Cary's Technical Operations Assistant with the production schedule and other important show-related information in advance. Changes to crew calls after they have been set are at the discretion of the Technical Operations Assistant.

17. Merchandise Sales: Renters are permitted to sell merchandise on site. Renter must bring their own cash box and change.

18. Cameras and Recording Devices: As a courtesy to other members of the audience, photographic and recording equipment will not be permitted in the theater during the performance. Exceptions may be made for renter requests, news media or other production media when advance arrangements are made with The Cary. The Cary reserves the right to confiscate equipment for the duration of the performance or evict violators when this rule is violated.

19. Copyright Laws: Renter assumes all responsibility for the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, dramatic, or cinematic rights used in or incorporated in the event. Renter agrees to indemnify, defend and hold harmless the Town of Cary from any claims or costs, including legal fees, which might arise from questions of use of any material described above.

20. Taxes: The Cary Theater shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the Renter. The Renter shall be responsible and required to pay The Cary Theater an amount sufficient to discharge all taxes which may arise from or in connection with the Renter's use of the premises upon demand.

21. Accessibility: In the event that a request is made for services to people with hearing or sight disabilities for a public event or private performance, non-profit organizations agree to share 50 percent of the expense with The Cary Theater; and for-profit organizations agree to absorb 100 percent of the expense. The Cary Theater staff will assist in coordinating certified professionals to provide the service requested with a minimum of two week notice from the patron. (Please be advised the full amount of this expense could range from \$300-\$700 per performance.)

THEATER USAGE

1. The concession stand will be in operation at all events including all rentals that are open to the public. The concession services are provided by Brew at The Cary Theater. Proceeds from sales at the concession stand remain with BREW at The Cary Theater.

2. Town co-sponsored events will allow the partnering Cultural Group to bring in additional food for the event. Discussions prior to any food must be had with the Operations and Program Supervisor for approval.

3. There is no access allowed in the concession stand to persons other than Brew at The Cary staff.

3. All alcoholic beverages served on Premises must be consumed on Premises. Renters will not be able to bring in alcohol except in cases such as "brew competitions" – these will be dealt with on a case by case basis. If exceptions are

made in such cases, the renter will hold the alcohol permit and provide liquor liability insurance (and provide it no later than a week prior to the event). Renters that are using one of The Cary's preferred caterers can have alcohol served through the caterer.

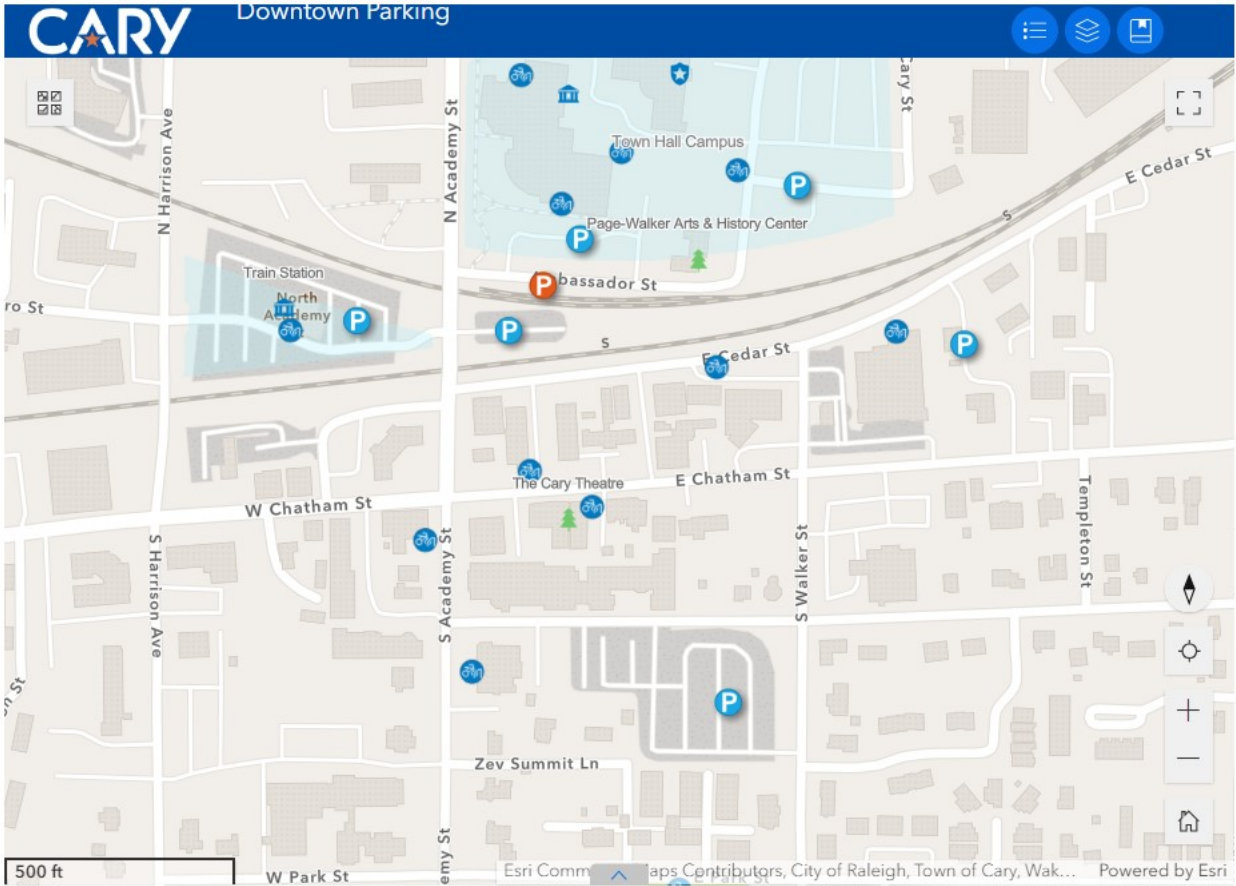
4. Any and all decorations and set-up plans for areas other than the theater must be submitted to the Operations and Program Supervisor no less than four weeks prior to the event and approved in writing prior to the event. In addition, any subcontracted vendors (i.e. florist, musicians, rental company, etc.), including contact names and numbers, should be provided to the Operations and Program Supervisor at least two weeks in advance of rental date.

5. Renter is to abide by the following policies:

- Weapons of all kinds (except for special historical or military presentations pre-approved by the Operations and Program Supervisor) are not permitted.
- All illegal drugs and other substances or any other illegal activities are not permitted.
- Unsafe behavior detrimental to the health and welfare of the public or the historic building are not permitted.
- Use of loud, profane or indecent language is not permitted.
- Disorderly conduct, breach of peace, or lewd, immoral or improper entertainment, conduct or practice is not permitted.
- Helium balloons are not permitted.
- Live animals are not permitted, unless required for ADA compliance.
- Hanging signs on the outside of premises is not permitted.
- Sales of goods (without proper permits) is not permitted.
- Candles and open flames are not permitted.
- Smoke effects, fog machines, explosives or pyrotechnics are not permitted. (See pg 13.)
- Confetti, rice, glitter, and birdseed are not permitted – this includes glitter on scenery and costumes.
- Live plants and trees are not allowed in the theater space.
- All décor and signs must be freestanding; taping or tacking signs on walls, floors or exhibitions is not permitted
- Renter is responsible for bagging and taking all trash outside and placing it in the outside trash bin. For events requiring multiple days, this shall be done at the end of each performance/day.
- Renter is responsible for their own set-up and clean up, including tables and chairs. Renter will return any Town-owned property to its designated location as directed by Town staff on duty. If renters are in need of tables, they should talk with the Operations and Program Supervisor at the time of rental.

PARKING

The Cary has a number of Downtown Cary parking options within easy walking distance for attendees of your event. All parking is free.



THE CARY DOWNTOWN THEATER CONTACT INFORMATION:

Contact the Operations & Programs Supervisor FIRST for all theater rental inquiries.

LANI SIMEONA, OPERATIONS & PROGRAMS SUPERVISOR – THE CARY

lani.simeona@carync.gov

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Contact the Program Specialist – Audience Development to coordinate ticketing for your event, including complimentary and consignment tickets.

JON NAYLOR, PROGRAM SPECIALIST – AUDIENCE DEVELOPMENT (*Box Office Manager*)

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