



## Brevard Little Theatre License Agreement

Brevard Little Theater, Inc., a North Carolina Nonprofit Corporation, duly incorporated and operating under the provisions of N.C.G.S. 55A, hereinafter referred to as the **Licensor**, hereby agrees to grant a revocable license, revocable under breach of any of the terms and conditions below, to \_\_\_\_\_, hereinafter referred to as the **Licensee**, and the Licensee hereby agrees to license the premises described below pursuant to the terms and conditions specified herein:

**LICENSOR:**

BREVARD LITTLE THEATRE  
55 East Jordan St. (PO Box 426)  
Brevard, NC 28712  
TheBrevardLittleTheatre@gmail.com  
www.TheBrevardLittleTheatre.org  
(828) 884-2587

**LICENSEE:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone # \_\_\_\_\_

- TERM:** The term of this license shall be for a period of \_\_\_\_\_ calendar day(s) beginning on \_\_\_\_\_ (date) and ending on \_\_\_\_\_ (date). Event will begin at \_\_\_\_\_ AM | PM and end at \_\_\_\_\_ AM | PM. (Mon Tues Wed Thurs Fri Sat Sun)  
Set up and take down times are INCLUDED in your license time within a single calendar day, if you require time before or after your license date, that time MUST be confirmed and agreed upon by both parties at a charge of \$40 per hour with a maximum of 4 hours. If you require a longer set up or take down time, a full days fee will be charged. Licensee’s projected set-up time will be on \_\_\_\_\_ (date) starting at \_\_\_\_\_ AM | PM and ending at \_\_\_\_\_ AM | PM at a cost of \$ \_\_\_\_\_. Licensee’s projected take-down time will be on \_\_\_\_\_ (date) starting at \_\_\_\_\_ AM | PM and ending at \_\_\_\_\_ AM | PM at a cost of \$ \_\_\_\_\_. Licensee agrees that no more than 200 people will occupy Licensee’s event. Licensee’s projected number of guests is \_\_\_\_\_. Licensee, their guests and any material brought into the theatre, must be gone by the agreed times.

2. **LICENSED PREMISES:**

**BREVARD LITTLE THEATRE**

Located at: The American Legion Hall  
55 East Jordan St.  
Brevard, NC 28712

3. **LICENSE FEE:** The License Fee is \$400 per day and cannot extend past a single calendar day. The Licensee agrees to pay a License Fee in the amount of \$\_\_\_\_\_. Additional charges (if any) or excess deposits will be returned by Licensor as soon as possible. The License fee is due 2 weeks before your scheduled event date.

4. **SECURITY DEPOSIT:** A deposit of \$150 is required at time of signing this agreement to confirm your reservation and will be returned PROVIDED the following rules are adhered to. If we discover that one or more of these rules have been broken, we reserve the right to keep in full or in part the \$150 deposit.

- \* Positively no food or mop buckets can be emptied into the kitchen sink or toilets.
- \* Nothing may be pinned to any of the curtains in any way.
- \* NO alterations, additions, or installation of any fixtures can be made in the theater. No decorations are to be hung from the ceiling, ceiling fans or ceiling lights.
- \* Outer doors must remain closed when heat or air-conditioning is on.
- \* Facility is swept and cleaned throughout, and spills cleaned during the event.
- \* All children are supervised. Children are not allowed to play in the parking lot or behind the building in the area of the Eternal Flame Memorial.
- \* All signs posted throughout the building are observed.
- \* ONLY the following areas are to be occupied by Licensees or guests:
  - \* Lobby
  - \* Main room
  - \* Men's and Women's Restrooms
  - \* Kitchen
  - \* Area of stage in front of closed curtain (apron)
  - \* Dressing rooms backstage (if not being used during a show)
  - \* Restroom next to backstage dressing rooms
- Licensees and their guests are NOT allowed on/in the main stage, basement, box-office or attic
- \* Props or set furniture are NOT to be moved or used for any reason.
- \* Agree to pay for any damage done to facility in excess of the \$150 security deposit.
- \* Licensees or guests are NOT allowed to remove posters and/or artwork from the lobby walls, nor are they allowed to change or move any lobby furniture.
- \* Restrooms are well cleaned, and paper supplies replaced.
- \* All trash cans are emptied into the parking lot dumpster and trash can liners are replaced.

5. **DELIVERY OF POSSESSION:** If for any reason, Brevard Little Theatre cannot deliver possession of the licensed property to the Licensee when the license term commences, this License shall be null and void. Nor shall Licensor be liable to the Licensee for any loss or damage resulting therefrom.

6. **USE OF LICENSED PREMISES:** The licensed premises will be used for the following purpose only:

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7. **CONDITION OF LICENSED PREMISES:** The Licensee acknowledges that the licensed premises are in good order and repair. The Licensee agrees to take good care of and maintain the licensed premises in good condition throughout the term of the License.

8. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Licensee, at its expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations. The Licensee shall obtain all required licenses or permits for the conduct of its business within the terms of this License. Licensor makes no representations regarding suitability for disabled guests or compliance with Americans with Disabilities Act (ADA) or whether the premises are in compliance with other municipal, state, or federal regulations.
9. **ASSIGNMENT RESTRICTION:** Licensee may NOT assign its license of the license premises under any circumstances.
10. **INSURANCE:** Licensee MUST acquire liability insurance listing Licensor AND the American Legion as certificate holders and/or event location as follows:

Brevard Little Theatre, Inc.  
 55 East Jordan St.  
 Brevard, NC 28712

The American Legion  
 Monroe Wilson Post 88  
 55 East Jordan St.  
 Brevard, NC 28712

If you are a business or organization, you may already be covered under your existing policy. If you are an individual, you must acquire a "Special Event Liability Insurance Policy" at an approximate cost of \$250. All policies must cover Licensor for the minimum following amounts: \$1,000,000 Each Occurrence, \$1,000,000 General Aggregate and Property Damage of at least \$100,000 or be included in existing policy. Please note that the cost of insurance is dependent on your type of event and the number of guests.

Such policies may be obtained through your present insurer, a local insurer or you may call Kathy Mlay at Arnold Mlay Insurance Agency at 828-884-3670, who has insured licensees in the past and is familiar with the details of such policies. In ALL of these cases the insurer must be "Grade A" and you must supply a copy of your insurance certificate 2 weeks before your scheduled event. Failure to do so will result in cancellation of your event.

If you plan to serve alcohol at your event you must advise your insurer of such and get an additional rider to your policy that covers alcohol service. This must also appear on your insurance certificate submitted to Licensor. In addition, see item 14 below.

11. **INDEMNIFICATION OF LICENSOR:** Licensee shall defend, indemnify, and hold Licensor harmless from and against any claim, loss, expense or damage to any person or property in or upon the licensed premises, arising out of Licensee's use or occupancy of the licensed premises, or arising out of any act or neglect of Licensee or its servants, employees, agents, or invitees.
12. **REASONABLE BEHAVIOR:** The Licensee agrees that it and all invitees shall conduct themselves within the confines of the law and at a reasonable volume so as not to disturb surrounding occupants in other facilities.
13. **LICENSOR RIGHT TO ENTER:** Licensor may, at any time, enter the licensed premises to inspect the premises or perform any duty deemed necessary for the theater.
14. **ALCOHOL PERMITS:** If you plan to serve alcohol at your event you must obtain a permit according to Transylvania County law. The cost is \$50 and other requirements are imposed in obtaining such a permit and are detailed at [www.abc.nc.gov](http://www.abc.nc.gov). You can obtain a permit online at that website by clicking on "Retail Permit Forms" and then on "Limited Special Occasion Permit Application". The process takes

about 3 weeks, so plan wisely. You may be required to supply several additional documents to obtain your alcohol permit, so we STRONGLY suggest that you apply for the permit at least 1 month before your event date.

I will serve alcohol

I will NOT serve alcohol

You will NOT be allowed to serve/offer alcohol at your event without this special permit, a copy of which must be submitted to Licensor two (2) weeks before your scheduled event date. A copy of this certificate must also be prominently posted at your event in obvious sight.

15. **PARKING:** Licensee and their guests agree to park ONLY in those parking spaces marked as **BLT** on the pavement.
16. **COMMUNICATION WITH OWNER:** Licensee shall not communicate with the Owner of the licensed premises, the American Legion, or any of its agents, under any circumstances, without the express, written permission of Licensor.
17. I understand that my payment for my event is due 2 weeks before my event date as are my insurance documents and alcohol permit.

**By their signature and in witness thereof, the parties listed below have agreed to ALL terms of this license agreement:**

Licensor: **Brevard Little Theater, Inc.**

By: \_\_\_\_\_  
*Signature* *print*

Licensee: \_\_\_\_\_  
*Signature* *print*

Any exceptions to this agreement are listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In case of emergency please call 911 for fire or police. For less serious emergencies call Steve Rose (BLT rental coordinator) at (212) 677-2840 or Dick Thompson at (828) 553-5506.

Deposit Received: \$ \_\_\_\_\_ on (date) \_\_\_\_\_ returned on: (date) \_\_\_\_\_ by: \_\_\_\_\_

Payment received: \$ \_\_\_\_\_ on (date) \_\_\_\_\_ by: \_\_\_\_\_