

**REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: 7 September 2010

SUBJECT: Agreement with Flat Rock Playhouse for fall production

ATTACHMENT(S): Draft agreement

SUMMARY OF REQUEST:

The board previously gave tentative approval for the Flat Rock Playhouse' production of "A Few Good Men" at the Historic Courthouse during fall of 2010. Attached is a draft agreement, consented to by the Playhouse, for the use of the Historic Courthouse from 23 September 2010 through 1 November 2010, on a specific schedule.

County staff will present further information on this matter.

BOARD ACTION REQUESTED:

Approval of the agreement.

If the Board is so inclined, the following motion is suggested:

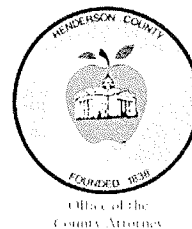
I move that the Board approve the agreement with the Flat Rock Playhouse for the specified dates as presented for the September-November timeframe.

I further move that the Board authorize staff to negotiate with the Flat Rock Playhouse and execute the agreement for their December performances in accordance with the Board's direction that future performances not conflict with the Board's meeting schedule.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

DRAFT



AGREEMENT

THIS AGREEMENT is made the date and year set out below, between the County of Henderson, a body both corporate and politic ("the County"), and The Vagabond School of the Drama, Inc., a North Carolina not-for-profit corporation transacting business as Flat Rock Playhouse ("the Playhouse").

1. Lease. The County grants to the Playhouse the right to use the Facility (defined below) on the schedule and for the times set forth herein.

1.1 The Facility, as that term is used herein shall mean that portion of the Historic Courthouse building, located at 1 Historic Courthouse Square, in Hendersonville, North Carolina, which includes and is limited to the following areas only:

- Board of Commissioners' meeting room on floor two (room 208)
- Carolina First Bank community room (room 214)
- Public entrance and stairwell area (entrance off Second Avenue on basement floor)
- Elevator and landings
- Public entrance and common area (entrance off Main Street)
- Stairwell leading from first floor to second floor (museum side)
- Stairwell leading from first floor to second floor, and second floor to third floor (staff side)

1.2 Use of equipment: No equipment not affixed to the Facility belonging to the County may be used by the Playhouse pursuant to this Agreement. This prohibition specifically includes any and all equipment in the office of the County's Public Information Office (rooms 203 and 204).

1.3 Grant of use not exclusive. Both parties recognize that the Facility is a public gathering place, as well as the regular meeting place of the Board of Commissioners of the County. There are previously scheduled meetings or other uses of the Facility set for the dates and times indicated on the attached Calendar (which also indicates times in which either or both of the Board of Commissioners' meeting room or the Carolina First Bank community room are unavailable to the Playhouse). The Playhouse shall not have access to the Facility during such dates and times.

2. Term: The term shall begin 23 September 2010 at noon for all of the Facility, and shall end 31 October 2010 at 11:59 p.m. for all areas of the Facility except room 214, for which the term shall end 1 November 2010 at 5:00 o'clock p.m.

3. Rental: The Playhouse shall pay to the County the total sum of \$7,800.00, which amount covers custodial services and supplies, furniture removal and replacement, wiring removal and replacement, and utility costs. This amount shall be paid by not later than 23 September 2010.

4. Damage.

4.1 No food or beverage or tobacco shall be allowed in the Facility by the Playhouse, for itself, its employees, agents, or customers.

4.2 The Playhouse will pay for all damages, use and abuse resulting from the utilization of the Facility. Within ten (10) days from the end of the term described herein, the County shall complete a "walkthrough" of the Facility with the Playhouse to determine the extent of damage, misuse and abuse, if any. Thereinafter and within thirty (30) days from the end of the term, the County shall submit an itemization of any and all damages to the Facility as a result of its utilization by the Playhouse, which shall be paid by the Playhouse within ten (10) days of submission. No food, beverage.

4.3 The Playhouse shall not do, or permit to be done, upon the Facility anything that will tend to injure, mar or in any manner deface said premises, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks, or screws into any part of the Facility, and will not make or allow to be made alterations of whatsoever kind to the Facility or any equipment or furnishings therein. The Playhouse shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the premises of the Facility, except upon moveable sign boards supplied by the Playhouse.

5. The Playhouse shall furnish the County at least ten (10) days in advance of the term a certificate in duplicate, stating that there is in force a policy of insurance in which the County is named as an additional insured and in which the Facility is named for a minimum combined bodily injury and property damage public liability insurance of \$1,000,000 for any one incident.

6. Indemnity: The Playhouse agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the County against any and all claims for loss, injury or damage to persons or property whatsoever, including claims of employees, the Playhouse, or any contractor or subcontractor, specifically including the County's reasonable attorneys' fees, arising out of the activities conducted by the Playhouse, its agents, members, guests or invitees.

7. In addition to the daily rental set forth herein, the County may supply additional services to the Playhouse in connection with this agreement, to be set out in a separate agreement.

8. No inflammable materials such as bunting, issue paper, crepe paper, etc. will be permitted to be used for any purpose, and all materials used for decorative or scenery purposes must be treated with flame-proofing approved by the County's Fire Marshall.

9. The Playhouse Lessee is solely responsible for obtaining the rights to perform, display or otherwise use any copyrighted materials including but not limited to text, recorded music, images, choreography or specific stage direction. The Playhouse will obey all copyright laws and to pay all royalties charged by any third person and due as a result of the use of the Facility by the Playhouse. The Playhouse further agrees to fully indemnify and save harmless the County against all claims for loss, injury or damage to any person arising out of any failure of the Playhouse to comply with any contract, copyright or other law, including a covenant to pay all attorney fees and costs in indemnification of the foregoing.

10. The Playhouse shall comply with all laws of the United States, the State of North Carolina, and all ordinances of the County and the City of Hendersonville, and all rules and regulations established by any County or City officer or department.

11. Waiver. No waiver by County with respect to one covenant, term, or condition or a waiver of any prior or subsequent failure to perform such covenant, term or condition, shall be construed to be a waiver of any other provision, covenant, term and condition of this Agreement.

12. Entire agreement. This agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be given effect. Only a writing signed by both the County and the Playhouse may modify this agreement.

This agreement was duly approved by the Board of Commissioners of Henderson County, and the parties have executed this Agreement on this the _____ day of September, 2010.

COUNTY OF HENDERSON

By: _____
Chairman, Board of Commissioners

Attest:

Clerk to the Board

THE VAGABOND SCHOOL OF THE DRAMA, INC.

By: _____
President

Attest:

Corporate Secretary

September 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 9:00a - 11:00a Community Room Department Head Meeting 2:00p - 4:00p Courthouse Courthouse Tour	2	3 9:00a - 3:00p Community Room Sheriff's Department Meeting 8:00a - 12:00a Courthouse BOC Meeting Set-Up	4
5	6 12:00a - 12:00a Community Room Henderson County Offices Closed 12:00a - 12:00a Courthouse Henderson County Offices Closed	7 3:00p - 5:00p Courthouse Water Supply Task Force 5:30p - 12:00a Courthouse BOC Meeting	8 2:00p - 4:00p Courthouse Courthouse Tour 8:00a - 5:00p Courthouse BOC Meeting Breakdown	9 9:30a - 11:00a Community Room Hendersonville Garden Club	10	11
12	13	14	15 2:00p - 4:00p Courthouse Courthouse Tour	16	17	18
19	20	21 8:00a - 12:00a Courthouse BOC Meeting Set-Up	22 9:00a - 12:00a Courthouse BOC Meeting 2:00p - 4:00p Courthouse Courthouse Tour	23 8:00a - 12:00p Courthouse BOC Meeting Breakdown	24	25
26	27 1:00p - 4:00p Community Room Heritage Museum Board	28	29 2:00p - 4:00p Courthouse Courthouse Tour	30		

October 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:					1 8:00a - 8:00p Community Room Heritage Museum	2 8:00a - 8:00p Community Room Heritage Museum
3 8:00a - 8:00p Community Room Heritage Museum	4 8:00a - 5:30p Courtroom BOC Meeting Set-Up 5:30p - 12:00a Courtroom BOC Meeting	5 8:00a - 5:00p Courtroom BOC Meeting Breakdown	6	7	8	9
10	11	12	13	14	15 10:00a - 3:00p Community Room Judicial Bar 3:30a - 5:00p Courtroom Judicial Bar	16
17	18 12:00p - 5:00p Courtroom BOC Meeting Set-Up	19 8:00a - 12:00a Courtroom BOC Meeting Set-Up 3:00p - 5:00p Courtroom LGCCA	20 8:00a - 12:00a Courtroom BOC Meeting	21 8:00a - 12:00p Courtroom BOC Meeting Breakdown	22	23
24	25	26	27	28	29	30
31	Notes:					

November 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:	1 8:00a - 5:30p Courtroom BOC Meeting Set-Up 5:30p - 12:00a Courtroom BOC Meeting	2 8:00a - 5:00p Courtroom BOC Meeting Breakdown	3 9:00a - 11:00a Community Room Department Head Meeting 2:00p - 4:00p Courthouse Courthouse Tour	4	5 8:00a - 8:00p Community Room Heritage Museum	6 8:00a - 8:00p Community Room Heritage Museum
7 8:00a - 8:00p Community Room Heritage Museum	8	9	10 2:00p - 4:00p Courthouse Courthouse Tour 3:00p - 5:00p Community Room Blue Ridge Community College	11 12:00a - 12:00a Community Room Henderson County Offices Closed 12:00a - 12:00a Courtroom Henderson County Offices Closed	12 8:30a - 5:00p Community Room Blue Ridge Community College	13
14	15	16 8:00a - 12:00a Courtroom BOC Meeting Set-Up	17 9:00a - 12:00a Courtroom BOC Meeting 2:00p - 4:00p Courthouse Courthouse Tour	18 8:00a - 12:00p Courtroom BOC Meeting Breakdown	19	20
21	22 1:00p - 4:00p Community Room Heritage Museum	23	24 2:00p - 4:00p Courthouse Courthouse Tour	25 12:00a - 12:00a Community Room Henderson County Offices Closed 12:00a - 12:00a Courtroom Henderson County Offices Closed	26 12:00a - 12:00a Community Room Henderson County Offices Closed 12:00a - 12:00a Courtroom Henderson County Offices Closed	27
28	29	30	Notes:			

December 2010

Sunday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:				1 9:00a - 11:00a Community Room Department Head Meeting 2:00p - 4:00p Courthouse Courthouse Tour	2	3 8:00a - 12:00a Courtroom BOC Meeting Set-Up	4 5:30 - 7:30 Community Room Sheriff's Department
5		6 5:30p - 12:00a Courtroom BOC Meeting	7 9:00a - 2:00p Community Room Pearl Harbor Day 9:00a - 2:00p Courtroom Pearl Harbor Day 3:00p - 6:00p Courtroom Water Supply Task Force	8 8:00a - 8:00p Community Room Christmas Luncheon 2:00p - 4:00p Courthouse Courthouse Tour 8:00a - 5:00p Courtroom BOC Meeting Breakdown	9 8:00a - 8:00p Community Room Christmas Luncheon	10	11
12	8:00a - 8:00p Community Room Heritage Museum	13 8:00a - 8:00p Community Room Heritage Museum	14 8:00a - 8:00p Community Room Heritage Museum 8:00a - 12:00a Courtroom BOC Meeting Set-Up	15 8:00a - 8:00p Community Room Heritage Museum 9:00a - 12:00a Courtroom BOC Meeting 2:00p - 4:00p Courthouse Courthouse Tour	16 8:00a - 12:00p Courtroom BOC Meeting Breakdown	17	18
19		20 2:00p - 4:00p Community Room Heritage Museum	21	22 2:00p - 4:00p Courthouse Courthouse Tour	23	24 12:00a - 12:00a Community Room Henderson County Offices Closed 12:00a - 12:00a Courtroom Henderson County Offices Closed	25
26		27 12:00a - 12:00a Community Room Henderson County Offices Closed 12:00a - 12:00a Courtroom Henderson County Offices Closed	28	29 1:00p - 4:00p Courthouse Courthouse Tour	30 8:00a - 12:00a Courtroom BOC Meeting Set-Up	31 12:00a - 12:00a Community Room Henderson County Offices Closed 12:00a - 12:00a Courtroom Henderson County Offices Closed	Notes: