



Revised 1/1/14

**LAWRENCE JOEL VETERAN'S MEMORIAL COLISEUM
FACILITY RENTAL RATES & GUIDELINES**

The following is a rental structure outline for utilizing Lawrence Joel Veteran's Memorial Coliseum:

I. COLISEUM ARENA

- A. Entertainment attractions, stage concerts, athletic events, and other ticketed events where admission is charged as so determined – The greater of \$5,000.00 minimum rental fee vs. 12% of gross admission receipts after taxes, computed per performance. Plus all facility operating and staffing expenses. All uses are subject to negotiation.
- B. General meetings, conferences, sale showings, graduations, assemblies, banquets, conventions and other events as determined - \$12,000.00 base rental fee per performance where no admission is charged. Plus all facility operating and staffing expenses. All uses are subject to negotiation.

II. MOVE-IN, MOVE-OUT, REHEARSALS

- A. No additional charge if scheduled on the same day as the performance or use day.
- B. Fifty percent (50%) of the minimum rental fee if on a day other than the performance or use. No double discounts are permitted and the discount does not apply to meeting room rental rates.
- C. The time period from 8:00 am to 11:00 p.m. or any fraction thereof shall be defined as the usage period. If facilities are used prior to or following contracted limits, without the express written permission of Coliseum Management, a premium shall be added to the rental rate upon settlement. The premium will be 25% of the minimum rental fee for each hour or fraction of an hour beyond the contracted term hours.

III. SPECIAL RATES

Non-profit, tax-exempt, community service oriented organizations and groups based in the local community whose program activities would be of a public nature that would be for the benefit of and open to the general public, may qualify for special negotiated rates based upon the nature of the event and other undetermined factors.

This reduced rate will be negotiated with Coliseum Management and may vary based on the type of organization and event booked for example: Graduations and other non-ticketed local school events.

Non-commercial rates shall not apply to activities that compete with commercial events. Coliseum Management may further provide reduced rates to special groups, and may also agree to sponsor, co-promote or promote events as determined in the best interest of Wake Forest University.

GUIDELINES

IV. EQUIPMENT AND SERVICES

Rental rates include the space identified in the facility lease agreement, normal lighting and temperature controls, and facility Event Management assistance. Unless otherwise negotiated, rental rates do not include the following services either requested or required:

- Advertising
- Box Office and Ticketing
- Credit Card Fees
- Catering and Beverage Services
- Operational Equipment and Services
- Exhibition Utilities and Services
- Event Staffing
- Merchandising
- Audio & Video Equipment
- Decorator Services
- Production Labor or Equipment

The schedule of rental fees is further supplemented by a list of service charges, staffing rates, electrical and equipment fees subject to change based upon economic conditions and policies and procedures for facility usage.

A. EVENT STAFFING – For the public safety of all guests attending Coliseum events, qualified event staff and public safety officers are required to be on site for all event related activities. Rates for such services will be charged at the prevailing rate in affect at the time of the contracted events usage.

Event estimates for facility operating and staffing expenses will be forwarded by the assigned Event Manager upon request.

Minimum or percentage rental does not include the cost of Event Staff, Stagehands or other such labor for the proper presentation or production of the event. Arrangements for Event Staff shall be made by the LESSOR through the assigned Event Manager and charges for Event Staffing shall be paid by the LESSEE at settlement. The LESSOR shall control event staff at all times and shall maintain the right to remove from the premises, any person, including employees of LESSEE, for violating any law, rule or policy of the LESSOR.

C. TICKETING – The Coliseum has an exclusive ticketing services agreement. The Coliseum requires all ticketed events to utilize Coliseum ticketing services and Coliseum sales agents. No other ticketing services may be used without the written consent of the Director or designee. Consumer show tickets may only be sold at the door with ticket stock and sellers provided by the Coliseum. All other publicly ticketed events are required to utilize the Coliseum's computerized ticketing services, which include a daily box office where no service charges are levied. Ticket commissions, credit card fees and day of show seller rates are charged for such services.

- Roll Tickets \$0.25 @ with Minimum fee of \$350
- Credit Card Fees: 3.25% on MC, Visa and Discover Card Charges
- 4.00% on American Express Charges

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ADMINISTRATIVE OFFICES: 2825 University Parkway, Winston Salem, NC 27105

TELEPHONE: 336-725-5635 FAX: 336-727-2922 BOX OFFICE FAX: 336-373-7413 MARKETING FAX: 336-218-5597

www.wakeforestsports.com/ljvm

Ticket Advertising Language for commercials:

“ADVANCE TICKETS ARE AVAILABLE FOR PURCHASE AT TICKETMASTER.COM, THE WAKE FOREST BOX OFFICE AT BRIDGER FIELDHOUSE, WAL-MART STORES OR CALL TOLL-FREE AT 800-745-3000.”

C. PARKING – The LJV Coliseum features 5,000 on-site parking spaces with asphalt lots. Parking rates range from \$5.00 to \$8.00 per space per lot entry for cars. Buses are charged by the space used times the prevailing parking rate in effect at the time of use. Special Rates may be implemented for special events.

The LESSOR reserves the right to require the LESSEE to purchase or make available for purchase by exhibitors, advance exhibitor parking passes for each day of facility use. Such parking passes will be made available by the LESSOR at a rate no greater than the standard daily parking fee in effect for the purpose defined herein.

D. CATERING – Through OVATIONS, the Coliseum has an exclusive full-service catering service available for clients. Clients can pick from a wide variety of standard menu options or create specialized menus for meal functions on-site. With the exception of backstage/touring concert catering and an appropriate fee approved by Coliseum management, outside caterers are not permitted to cater Coliseum events or to use Coliseum kitchen facilities. All catering prices will be quoted based upon specific meals and functions as negotiated with the event planner or promoter.

E. A/V AND DECORATING SERVICES - The LJV Coliseum features approved decorating and preferred audio/video services with local contractors. No other decorating or audio/video contractors may be used without the written permission of Coliseum Management and the appropriate commissionable fees paid to the Coliseum Complex. All pricing will be quoted based upon specific functions as requested and negotiated with the event planner or promoter.

V. GENERAL LEASE CONDITIONS:

A. LEASE AGREEMENT - The use of the LJV Coliseum shall be permitted only after proper execution of the formal rental/lease agreement or other written Coliseum authorization. The LESSEE is required to furnish, in an acceptable manner, any information requested by Complex Management as to facility uses, special arrangements, special services, and equipment required for the appropriate presentation of the event.

B. DEPOSITS - Coliseum Management reserves the right to request multiple deposits to defray anticipated expenses for any and all rental fees, services, equipment, and personnel as may be provided. Deposits requested with any lease agreement shall be remitted at the time and in the form as prescribed by Coliseum Management, and in the event of non-payment of said required deposits, or expiration of those dates originally determined for execution of an agreement, the Coliseum Management may consider such tentative agreements invalid, thus vacating the originally requested date.

At any time prior to or during the lease period, the Coliseum reserves the right to require additional deposits to defray anticipated charges for equipment or services as may be provided the LESSEE. Any such deposits received shall be credited toward charges due the Coliseum.

C. BROADCAST, CONCESSIONS, MERCHANDISE, & PARKING RIGHTS – The Coliseum retains the rights to television, radio, internet broadcasting, the sale of concessions (food and beverages), merchandise, and

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parking fees and shall manage such operations at its sole expense and control and all revenues generated therefrom shall remain the sole property of the Coliseum.

D. INSURANCE – Each facility LESSEE shall be required to indemnify and save harmless the LESSOR from all loss, cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by attending such events on the premises.

Each facility LESSEE shall be required to execute and deliver a certified commercial liability insurance policy as required in the facility rental/lease agreement or purchase a policy from the Coliseum in an amount between \$1 million and \$5 million as determined by Coliseum Management.

Each facility LESSEE agrees to execute and deliver to the Coliseum by not later than 30 days prior to the first date of use of the premises, a commercial liability insurance policy, including public liability and property damage, written by a company licensed to do business in the state of North Carolina. Commercial liability insurance shall cover the premises and shall provide the following minimum limits of coverage:

Bodily injury and property damage:	Combined single limit coverage of \$1,000,000/occurrence
Annual Aggregate:	\$2,000,000
Automobile:	\$1,000,000 per accident
Workers' Compensation - Part A:	Statutory Limits
Workers' Compensation - Part B	\$100,000

Should LESSEES be unable to secure an insurance policy, the LESSOR may procure a TULIP – Tenant User liability Insurance Policy for the LESSOR. Should the LESSEE fail to provide an insurance policy within 10 days of the first event day, the LESSOR will automatically provide a TULIP policy for the LESSEE for the contracted event. The LESSEE will be charged accordingly for this policy.

E. COMPLIANCE WITH REGULATIONS, ORDINANCES, LAWS, AND RELEVANT STATUTES:

The execution of an agreement for facility usage with the LJVM Coliseum further requires full compliance with all existing policies and procedures, regulations, laws, ordinances, and statutes, regarding the operation of the Coliseum, Wake Forest University, and all pertinent safety and fiscal procedures.

These rules and regulations also pertain to permits and licenses required (including recorded music), taxes (gross receipts and income), liability incurred, certain flammable, pyrotechnic or dangerous materials and/or activities.

NOTICE: The privilege, right, organization, control or pre-eminence of authority not herewith defined or clearly expressed in the facility rental/lease agreement, schedule of rental, or operational regulations for the LJVM Coliseum, shall remain in the province of Wake Forest University or its management agent.

If the use of the lease premises is open to any non-members, then no one shall be denied the equal privileges and enjoyment of having free and open access to the said leased facility on the basis of race, color, national origin, sex, age or religion.