

“Attachment A”

1. The theatre manager shall determine fees for additional services or hours. The total number of hours will include time required from load in to clean up/load out. Fees for extra services or materials, whether listed above or not, shall be promptly payable to theatre upon receipt of written notice to organization.
2. Any group remaining after the scheduled or reasonable time will be charged additional hours rent for any portion of an additional hour used.
3. No function will continue after midnight. Exceptions may be arranged in advance with the Manager.
4. All fees are to be paid by check made payable to: Central Union High School District
5. The organization will furnish to the District the following information:
 6. A copy of it's articles of incorporation, and a certificate from the IRS showing tax exempt status
 7. A certificate of insurance coverage during the term of use, providing comprehensive general liability insurance in a minimum amount of \$1,000,000 per occurrence and naming the District as additionally insured.
 8. Other information as required.
9. No collections, solicitations or advertising shall be done on the premises without the written consent of the Central Union School District
10. The District retains for itself all concession rights for sales and rentals, and all radio and television broadcasting, movie, film, video or audio tape, recording and transcription rights for any performances or events in the theatre unless expressly granted to the organization and outlined in an attachment to this agreement.
11. *By State and Federal Law the possession and/or consumption of alcoholic beverages is prohibited on any School District Facility*
12. The organization assumes any and all costs arising from the use of copyrighted materials used in the rehearsal or performance. The organization assumes responsibility for payment of any dramatic or music licensing or royalty fees that may be required in connection with the events.
13. *This agreement cannot be assigned by organization, nor may the organization use the theatre in any way not specified in this agreement.*
14. *The organization must abide by all applicable federal, state or local laws and ordinances relevant to this agreement or the use of the theatre.*
15. *In the event the organization is determined by the order of an appropriate agency or court to be in violation of nondiscrimination provisions of federal, state or local law, this agreement may be cancelled, terminated or suspended in whole or in part by the District.*
16. *The organization agrees to indemnify and hold harmless the Central Union High School District from and against all actions, claims, suits, costs, liability, damages or expenses of any kind that may be brought or made against the District or which the District must pay or incur by any reason of or resulting from injury, loss or damage to people or property resulting from the negligent performance or failure to perform any obligation under this agreement.*
17. *No term, provision or condition of this agreement may be altered or amended except upon the execution of a written agreement.*
18. *Unless amended by this agreement, the organization is bound by all statements made in its application for use preceding this agreement. The reference to “organization” shall include all applicants, whether corporation, unincorporated association, an individual, or other type of user.*

Signature of Authorized Organization Agent _____ **Date** _____

Activities Director _____ **Date** _____

Business Manager _____ **Date** _____

Theatre Manager _____ **Date** _____

Quote # _____ **Estimated Charges:** _____ **Deposits:** _____ **Invoice #** _____

Comment: _____

A deposit (50% of the estimated cost of production) is required to reserve the theatre. This deposit is fully refundable only if event cancellation notice is received at least 60 days prior to the scheduled event. Cancellation within 31- 59 days will result in a refund of 50% of the deposit. Deposit will be nonrefundable within 30 days of the event.

1. **USE MAY BE DENIED.** No use or occupancy of any school property shall be permitted if the board, in the exercise of its' discretion, determines that such use or occupancy is prohibited by law, or that such use or occupancy will interfere with the use of the property for school purposes, or that it will result in rioting or other disturbance of the peace, or in damage to the property which will render it unfit for or otherwise interfere with its proper use for school purposes.

2. **ADVANCE NOTICE OF PROGRAM MATERIALS MAY BE REQUIRED.** The board may require that it be furnished reasonably in advance with a complete program and copies of all speeches and scripts of any entertainment proposed to be given on school property. If such copy reasonably demonstrates that the program would be in violation of the law or of these rules, the proposed use shall not be permitted.

3. **PERMISSION TO USE MAY BE CANCELED.** All individuals, groups, or organizations in their use or occupancy of school property shall comply with all applicable laws, rules, and regulations. Any use contrary to or in violation of any laws, rules, or regulations shall be grounds for cancellation of the permit and removing the users from the property and shall bar such individual, group or organization from further use thereof.

4. **AUTHORIZATION TO ISSUE PERMITS.** The Theater office of the school district is authorized to issue all permits for use and occupancy of Southwest Performing Arts Center by all individuals, groups, or organizations during school hours, and by all authorized individuals, groups, or organizations during non-school hours.

5. **SCHEDULE OF CHARGES.** Permission to use school facilities shall be granted in accordance with a schedule of charges authorized by the Board. Copies of the schedule are available in the District Business Office and the Southwest PAC Office.

6. **VENDING.** The vending of any article shall not be permitted during any use or occupancy of the school property for Civic Center purposes without written permission having been previously granted.

7. **HOLD HARMLESS.** In consideration for the use of the Southwest Performing Arts Center, facilities and grounds, the user, on behalf of the organization, group, or society, does hereby agree to indemnify and hold harmless the Central Union High School District, its representatives, officers, agents, and employees from any and all liabilities, claims, obligations, judgments, suits, costs, damages, expenses, attorney's fees, incurred or paid, arising out of, or on account of, any property damage or destruction, personal injury or death, or any other damages of whatsoever nature or kind, arising from, or on account of, the signer's usage of school district facilities and grounds to the full extent provided for by law.

8. **REMOVAL OF SCHOOL PROPERTY OR EQUIPMENT.** No District furniture, equipment, or apparatus may be removed or displaced by any person, persons, or organization without express written permission from, and under the supervision of a duly authorized employee of the Central Union High School District. The party, parties, or organizations responsible for the removal or displacement thereof before their departure must replace any furniture, equipment, or apparatus so

displaced to the satisfaction of the duly authorized employee from the facility.

9. **DECORATIONS.** Any decorations used at an event must be flameproof and shall be erected and taken down in a manner not destructive to District property. The use of any material or device, which constitutes a fire hazard, is expressly prohibited.

10. **DAMAGE TO PROPERTY.** School property shall be protected from any damage or mistreatment and permittees shall be responsible for the condition I which they leave school premises. In the event school property is damaged, the cost of repair or replacement thereof shall be paid by the permittee.

11. **PERSONAL USE OF PROPERTY OR EQUIPMENT.** Permits shall not be granted for personal or individual use of school property or equipment.

12. **SUPERVISION AND SECURITY.** Upon receipt of notice that a permit has been issued to a non-school agency for use, the Theater Manager shall designate a regular District employee to open the building, to be in charge during use, and to close the building after use. Such personnel costs are to be borne by the User. The District employee in charge of the building or grounds within or upon which any meeting is held is empowered to take all necessary means to enforce these rules. However, it shall be the responsibility of the permittee to see that there is such special policy protection as may be necessary for adequate control.

13. **REVOCATION IN CASE OF CONFLICTING DATES.** Any permit may be revoked if conflicting dates have resulted, or where need of the property for District purposes have subsequently developed.

14. **CAPACITY LIMITATIONS.** Admission to all meetings held in District buildings shall be limited to the seating capacity of the room.

15. **DISCRIMINATORY ACTIVITIES NOT PERMITTED.** No permit for the use of District property shall be granted to any individual or group for any purpose, which would reflect in any way upon residents of the United States because of race, religion, color or creed.

16. **DISTRIBUTION OF LITERATURE.** Only the authorized holder of the Use Permit shall distribute literature or other materials at an event-taking place in the Southwest PAC.

17. **FEES AND CHARGES FOR ATTENDANCE.** Whenever the use of the Southwest Performing Arts Center without a rental fee is permitted, it is understood that there shall be no admission charge made, no solicitation of funds, no freewill offering, and no sale of literature or other articles by any organization using the facility.

18. **OPEN MEETINGS.** If free use is granted, as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the general public.

19. **ADULT SPONSORSHIP REQUIRED.** Juvenile organizations must verify that adequate adult supervision and sponsorship will be present at the event.

20. **TRANSFERABILITY OF PERMITS.** A permit for use of the Southwest PAC is non-transferable.

21. **POLITICAL ACTIVITY.** School premises shall not be used by any person, group or organization as a political campaign headquarters for any purpose.

22. **GRATUITIES NOT PERMITTED.** No gratuities shall be given to or accepted by custodians, administrators, or other school personnel. The Business Office shall bill all applicable costs for services of District personnel to the User.

23. **BEHAVIOR.** The use of profane language, possession of or use of intoxicating liquors or drugs or any kind, fighting, betting, or any form of gambling, including conducting a raffle or lottery, are all expressly prohibited. The use of tobacco in any form is prohibited.

24. **ADHERENCE TO SCHEDULE.** The hours of use granted on the permit will be strictly observed. Should it be necessary to extend the time beyond that specified in the application, special permission must be obtained from the Theater Manager before the event begins. In such instances additional charges will be levied as applicable.

25. **APPLICATION FOR MULTIPLE MONTHS.** There cannot be multiple weeks or months use on the request. For consecutive weekly or monthly uses, one form for each weeks or months use must be completed.

26. **INSURANCE.** The District requires the User to provide evidence that a liability and property damage insurance policy in force. The policy must name the Central Union High School District as the co-insured.

27. **WAIVER OF SUBROGATION.** The user hereby waives and forever relinquishes any rights of subrogation that user's insurance carrier may have as against Central Union High School District arising out of any insured loss.

28. **PRINTED MATERIALS.** The User at the end of the event must remove all books, pamphlets, posters, and other items of literature which ma have been used or distributed during a period of use.

29. **ALTERATION OF FACILITIES.** It is the responsibility of permittee to ensure that the room or furniture arrangements as indicated on the Request for Use of the Southwest PAC form are not altered in any way. Alteration includes but is not limited to adding furniture or electrical appliances and electrical devices, relocating furniture, raising or lowering tables and benches, adding or removing ramps, and blocking exits.

30. **STATEMENT OF INFORMATION.** Persons or organizations allying for the use of the Southwest PAC ____ shall, ____ shall not uphold the state and federal constitutions and ____does, ____ does not intend to use school premises to commit unlawful acts.

User Initial: _____. I have read, understand and will comply with all provisions listed above.