

	SECTION: K – School – Community Relations DIVISION: KG – Community Use of School District Facilities	
	POLICY: KGA-R PERFORMING ARTS CENTER RENTAL POLICIES AND PROCEDURES	APPROVED 07/11/2000 REVISED 04/24/2006 02/26/2007 06/22/2009 10/26/2015 REVIEWED 04/26/2010 09/12/2011 04/08/2013

Legal Reference:

Cross Reference:

1. Procedures and Time Line of Rentals

- A. The District will make every effort to schedule the Performing Arts Center (PAC) in a fair and timely fashion. To that end, the following method will be used for reservation of the PAC.
 - I. The managing director or designee will furnish the *PAC Use Request/Deposit Form* upon request.
 - II. When the *PAC Use Request/Deposit Form* with \$100 nonrefundable deposit is received, the date(s) will be conditionally reserved for the next ten working days.
 - III. When the renting organization receives the *Short-Term Use Agreement* with the estimated rental costs, the renter must return a signed copy within ten working days for reservation to be confirmed.
 - IV. The PAC will not generally consider a short-term use agreement unless received and approved by the District not less than thirty working days prior to the first day of an event.
 - V. No advertising shall be placed until a short-term use agreement, certificate of insurance and deposit have been received by the District.
 - VI. The District has the right to refuse any organization a short term use agreement.
 - VII. If the application is denied, a written explanation will be sent.
- B. The renting organization must return a *Certificate of Liability Insurance* with the District named as a coinsured (minimum coverage of \$1,000,000) along with the completed and signed *Short-Term Use Agreement*.
- C. If the event is canceled, the District will assess a percentage of the total estimate of rental charges to cover costs:
 - I. If canceled 7 days or more prior to the event, the District will assess 10% plus any associated costs due to cancellation.
 - II. If canceled less than 7 days prior to the event, the District will assess 30% plus any associated costs due to cancellation.

- D. It is the responsibility of the renting organization to:
 - I. Pay any state and county tax on sales.
 - II. Report all income to the Internal Revenue Service.
- E. Keys to the PAC generally are not issued to outside users. If a determination is made to allow use of keys, a \$100 key deposit is required when keys are issued. The deposit will be refunded when the keys have been returned.

2. District Policies Regarding Rental of Facilities

- A. These rental policies and procedures and the short-term use agreement are the documents by which the renting organization accepts responsibility of the school building and property assigned while the permit is in effect. Furthermore, the renting organization agrees to observe all federal, state and local laws and regulations, and all rules of the District.
- B. Closed prep/performance time (CPPT) shall be the time designated for performing groups (users) to have primary use of the PAC subject to provision 3.A CPPT is permitted as follows:
 - Theatrical groups: thirteen (13) calendar days previous to closing performance day
 - Musical groups: two days previous to concert day and concert day
 - Dance groups: six (6) days previous to closing performance day

The managing director may grant limited additional CPPT.

- C. The District and/or any agent or employee shall not be liable for damage to, or loss of property belonging to or in the care of the renting organization while engaged in the use of the facility.
- D. During inclement weather the PAC may close regardless of any short-term use agreements. Any rental charges may be adjusted for that day. If the school is open during inclement weather, it is the responsibility of the user organization to determine their use of the space. Rental charges will be billed if required to cover costs of additional equipment, labor, etc. The District shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God, or from any other reason whatsoever. In the event of any fault or neglect by the District or its failure to satisfy any obligations under the user agreement, the liability of the District shall be exclusively limited to the refund of any amounts paid by the user organization. If an agreement cannot be reached between the user and managing director pertaining to use of the facility during inclement weather, the District Administrator will make a final determination as to use of the facility. If additional expenses are incurred as a result of inclement weather, the renting organization shall be responsible for those expenses.
- E. Alcoholic beverages, tobacco, electronic cigarettes and/or other devices or substances, which release vapors or gasses to the user or the environment, are not permitted on the District premises (Wis. Statutes 120.12(20); 125.09(2); and 101.123).
- F. Food and drink are not permitted in the PAC except as part of the performance. Only water in a re-sealable container is allowed in the stage area. No food or drink is allowed in the control booth at any time. Actor and crew refreshment may only be consumed in scene shop or dressing rooms.
- G. Minors involved with an event must be supervised at all times. No one under the age of 18 is allowed access to the catwalk. The renting organization is responsible

for the conduct of all persons (including audience members) associated with the event.

- H. A custodian may be required to be on duty after regularly scheduled custodial hours.

3. Policies Regarding Use of the PAC

- A. The PAC is owned and operated by the District. The first priority is given to the District's academic, performing arts and other educational activities. Only dates that do not conflict with the school calendar will be considered for rental to external agencies.
- B. The District reserves the right to secure an additional deposit of up to \$1,000 in advance for first-time users. In the event of any damage, failure to pay amounts due or other violations of the user agreement, the District shall have the right to retain the deposit for reimbursement thereof.
- C. All income derived from the use of the facility including, but not limited to, ticket sales, novelty sales, concession sales, royalties, registration fees, offerings, collections, etc. are subject to current percentage fees as prescribed in provision 6.A.
- D. A District certified technician must be present whenever the facility is being used by the user organization. The cost will be billed to the user organization.
 - I. The technician's call will begin one-half hour before the established call time.
 - II. All labor charges will be for a three-hour minimum.
 - III. All staff will receive overtime pay for any time above 40 hours per week in a 7 consecutive-day period.
 - IV. The Holiday/Double Time House Technician rate of \$60/hour will be assessed for all events that occur on days included on the District Holiday Schedule.
 - V. Unscheduled labor may not be available.
- E. All facility time, labor and equipment must be requested on the *Short-Term Use Agreement*. Last minute requests for additional time and labor may not be granted, nor will we guarantee the additional equipment will be available.
- F. The managing director has authority over the PAC, its control rooms, dressing rooms, make-up room/green room, scene shop, ticket booth and lobby. Any rooms other than those listed are outside of the PAC's jurisdiction and must be requested through the high school administration office.
- G. All staging, electric and sound plots must be approved by the managing director before load-in. Any setup deemed unsafe by the managing director will be modified to the satisfaction of all parties. The cost of any such modification shall be borne by the renting organization.
- H. Only a District certified technician is allowed to program the Allen and Heath Qu-32 digital mixer. If a renting organization would like to provide their own sound engineer, a District certified technician will provide setup assistance and must be present at all times during operation. Renting organization will have access to "Basic" functions only – channel faders, monitor mixes and mutes. The renting organization will be responsible for costs related to event specific audio setup and programming and additional labor when required. *Failure of the renting organization to adhere to requirements of this section which results in the District needing to reprogram the mixer or retune the sound system for subsequent events (beyond normal use expectations) may result in the renting organization being charged for the managing director's time and/or the District's cost for an outside professional sound consultant to readjust the sound system.*

- I. All rolling set pieces must use rubber casters. Damage to the stage floor resulting from the use of plastic casters will be repaired and billed to the renting organization. Provisions for larger removable pieces shall be made with the permission of the managing director only. Larger set pieces left without permission of the managing director will be disassembled and removed from the building at the expense of the user.
- J. Any equipment required for the event other than what is listed in the PAC inventory will be the responsibility of the renting organization. If any equipment on the PAC inventory becomes unavailable, the managing director will inform the renting organization, and a solution will be arrived at to the satisfaction of both parties.
- K. The renting organization shall follow all fire code regulations regarding public performance, including the use of all flame-resistant materials for scenic or design purposes.
- L. Any use of open flame, pyrotechnics, smoke or chemical fog may be prohibited and would require prior approval. If any aforementioned materials are used without prior approval, the PAC staff shall have the right to discontinue the performance until the items are extinguished and removed from the stage.
- M. The renting organization shall not post signs or affix banners to the building without the prior consent of the managing director. No items may be attached or mounted to the physical structure. Only professional grade Gaffer's Tape may be used on the stage floor. Any damage as a result of the use of adhesives other than Gaffer's Tape will be repaired and billed to the renting organization. Nailing into the stage floor may be permitted, but the renting organization will be financially responsible for restoration of the surface if, in the determination of the managing director, more than normal damage to the stage floor has resulted.
- N. Third party sponsors will not be allowed to distribute materials, place objects bearing sponsor's name or highlight their product or service. Even sponsors for a renting organization shall be limited to credit lines on banners and program material.
- O. Parking for trucks or vans is limited to one vehicle in the PAC loading area at a time and must be coordinated prior to the event. **No vehicle may stay in the loading area unattended.** Once the vehicle is unloaded, it must move to the designated parking lot.
- P. Any recorded or live music shall be limited to an output of no more than 90db at the sound console. The final output may be monitored by the PAC staff that shall have the authority to change the levels if required during a performance.
- Q. Any broadcasts, telecasts, recordings, etc., require prior written consent of the managing director.
- R. The renting organization is responsible for all licensing rights for the performance and novelty sales.
- S. The District will provide a clean and unobstructed stage/backstage area for the event. It shall be the responsibility of the renting organization to maintain and restore the stage/backstage area to such condition. Noncompliance will result in an additional cleaning fee of no less than one hour at a rate of \$25 per hour.
- T. It is the responsibility of the renting organization to clean the dressing rooms and check the PAC to secure all property belonging to the renter. The District holds no responsibility for renter property once the user agreement has been executed.
- U. No painting is allowed on fixed surfaces including the stage floor.
- V. No removal, relocation, or alteration of the stage curtain is allowed.
- W. Only local calls are permitted from PAC phones.

4. Policies Regarding Front of House

- A. During all public performances a District certified house manager must be present a minimum of one hour prior to curtain time and must remain until all audience members have vacated the PAC. Any costs will be billed to the user organization.

	Non-district User	For-Profit District User	Non-profit District User
Non-audience hours (setup, rehearsal, etc.)	\$45.00	\$30.00	\$15.00
Audience hours (beginning one hour prior to event)	\$100.00	\$45.00	\$30.00
Front of curtain	\$45.00	\$30.00	\$15.00
Percentage fee assessed on all income derived from the event	6%	3%	0%
Long-term maintenance fee per person attending an event	\$.50	\$.50	\$.50

- B. CONCESSION SERVICE – The PAC reserves the right to sell concessions at your event; all proceeds to be retained by PAC. Determined on per show basis.
- C. TICKET SALES – Each group is responsible for their own ticket sales.
- D. LABOR CHARGES –
 - I. A house technician is required at all times at \$30.00/hour
 - II. PAC Stage crew \$12.50/hour
 - III. Front of house manager required for all ticketed events as per section A table.
 - IV. Ushers \$12.50/hour.
 - V. Custodial fee \$25.00/hour - \$35.00/hour Overtime - \$45.00/hour Double time Sundays/Holidays (Custodial fee required when custodians are not on duty and their presence is deemed necessary; see District policies KG-E and KG-R).
 - VI. PAC reserves the right to add additional labor and breaks if the crew call is not within realistic limits.