



PPAC GUIDELINES AND PROCEDURES

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THESE PPAC GUIDELINES AND PROCEDURES ARE CONSIDERED AN INTEGRAL PART OF THE ENTIRE AGREEMENT (HEREINAFTER REFERRED TO AS THE AGREEMENT) BETWEEN THE METROPOLITAN SCHOOL DISTRICT OF PIKE TOWNSHIP, MARION COUNTY, INDIANA (HEREINAFTER REFERRED TO AS MSDPT), AND THE PARTY IDENTIFIED IN THE PPAC RENTAL AGREEMENT AS THE LESSEE (HEREINAFTER REFERRED TO AS THE RENTAL AGREEMENT), WHICH AGREEMENT INCLUDES THE PRE-EVENT INVOICE PROVIDED TO THE LESSEE AFTER THE CONCLUSION OF THE PRE-EVENT PLANNING MEETING (AS HEREINAFTER DEFINED)(HEREINAFTER REFERRED TO AS THE PRE-EVENT INVOICE), THESE PPAC GUIDELINES AND PROCEDURES AND THE RENTAL AGREEMENT. THIS AGREEMENT IS THE ONLY AGREEMENT BETWEEN THE PARTIES RELATIVE TO THE EVENT. NO ORAL STATEMENTS OR PRIOR WRITTEN AGREEMENTS SHALL HAVE ANY FORCE OR EFFECT. THE PPAC GUIDELINES AND PROCEDURES SET FORTH HEREIN MUST BE ADHERED TO ABSOLUTELY BY THE LESSEE IN ITS USE OF THE PIKE PERFORMING ARTS CENTER (HEREINAFTER REFERRED TO AS THE PPAC) AND THE PROPERTY ON WHICH THE PPAC IS LOCATED AND ALL SURROUNDING OR NEARBY PROPERTY UNDER THE CONTROL OF THE MSDPT (THE PPAC AND SUCH PROPERTY, HEREINAFTER REFERRED TO AS THE PREMISES).

SHOULD THE LESSEE BE FOUND IN VIOLATION OF ANY OF THE PROVISIONS OF THE AGREEMENT, INCLUDING, THESE PPAC GUIDELINES AND PROCEDURES, THE RENTAL AGREEMENT AND THE PRE-EVENT INVOICE, THE AGREEMENT WILL IMMEDIATELY BE CONSIDERED TERMINATED BY THE MSDPT AS PERMITTED BY THE AGREEMENT, AND THE LESSEE WILL FORFEIT ANY AND ALL ADVANCE PAYMENTS MADE TO THE MSDPT AND BE SUBJECT TO ALL OF THE OTHER TERMS AND PROVISIONS SET FORTH IN THE AGREEMENT WITH RESPECT TO EARLY TERMINATION. ADDITIONALLY, THE LESSEE WILL BE HELD LIABLE FOR ALL INVOICED FEES AND OTHER EXPENSES INCLUDING ANY LEGAL FEES INCURRED, WHETHER THE EVENT TAKES PLACE OR NOT.

THE PPAC IS MANAGED BY THE STAFF OF THE MSDPT WITH OFFICES LOCATED IN THE PPAC, WHICH IS LOCATED AT 6701 ZIONSVILLE ROAD, INDIANAPOLIS, INDIANA 46268. PLEASE BE AWARE THAT THE PPAC OPERATES AS A FACILITY OF THE MSDPT AND IS SUBJECT TO ALL POLICIES, RULES AND REGULATIONS APPLICABLE TO FACILITIES OPERATED BY THE MSDPT. THE PRIMARY PURPOSE OF THE PPAC IS TO SERVE THE EDUCATIONAL NEEDS OF THE STUDENTS IN THE MSDPT. THE PPAC SHALL BE AVAILABLE FOR COMMUNITY USE OUTSIDE OF SCHOOL HOURS OR AT SUCH TIME AS NOT REQUIRED BY ACTIVITIES OF THE MSDPT OR ITS AFFILIATED/RELATED ENTITIES. RENTING OF THE PPAC IS SECONDARY TO THE SCHEDULING AND EXECUTION OF EVENTS OF THE MSDPT AND ITS AFFILIATED/RELATED ENTITIES.

IT SHALL BE THE RESPONSIBILITY OF THE LESSEE TO FULLY AND ADEQUATELY INFORM ITS EMPLOYEES, INVITEES, AGENTS AND PARTICIPANTS CONCERNING THESE PPAC GUIDELINES AND PROCEDURES AND ALL OTHER PROVISIONS OF THE AGREEMENT. FOR CLARIFICATION OF ANY OF THE PPAC GUIDELINES AND PROCEDURES OR ANY OTHER PROVISIONS OF THE AGREEMENT PLEASE CONTACT THE DIRECTOR OF THE PPAC.

OBLIGATIONS OWED TO THE MSDPT IN THIS AGREEMENT MUST BE RENDERED TO THE MSDPT. CHECKS FOR PAYMENTS BY THE LESSEE AND OTHER EXPENSES BILLED TO THE LESSEE SHOULD BE MADE PAYABLE TO THE M.S.D. OF PIKE TOWNSHIP.

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BASIC PROVISIONS

- I. LESSEE ACCEPTS PREMISES AS IS:** Neither the MSDPT nor the MSDPT's employees, officers, board members or agents have made any representation or promise with respect to the Premises except as herein expressly set forth. The first possession of any of the Premises by the Lessee shall be conclusive evidence that the Lessee accepts the Premises "as is" and that the Premises, including, but not limited to, the PPAC and all equipment contained in the PPAC, are in good and satisfactory condition.
 - A. USAGE FEE:** The Lessee shall pay to the MSDPT a usage fee for the use by the Lessee of the Premises, which usage fee amount is set forth in the Fee Schedule attached hereto as Attachment #1, plus all other charges to be paid by the Lessee under this Agreement.
 - B. HEAT, ETC:** As part of this Agreement, the MSDPT shall provide heat and air conditioning in compliance with Federal energy guidelines, electrical power, water, and normal pre-event and post-event cleaning of the Premises.
 - C. SUBLET/USE:** The Lessee may not sublet any of the Premises or in any way assign the Premises to any other person, entity or organization. The Lessee may not utilize the Premises for any purpose other than that which is specified in this Agreement.
 - D. SURRENDER OF PREMISES:** Upon the expiration of the term hereof, the Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use, wear and tear thereof and damages by the elements excepted. The Lessee is responsible to see that the PPAC is cleared of all of the Lessee's employees, invitees, agents, participants and the equipment brought on the Premises by the Lessee or its agents, participants or invitees by the time set forth in the Agreement. Otherwise, the MSDPT shall charge the Lessee an amount equal to the applicable Additional Hours Fee for the applicable area as set forth in the Fee Schedule multiplied by the number of hours over the time set forth in the Agreement with each hour of additional occupancy being assessed on the first minute of such hour. The Lessee may not enter the Premises prior to the start time agreed to in the Pre-Event Planning Meeting with the MSDPT staff.
 - E. ABANDONMENT:** If at any time during the term of this Agreement the Lessee abandons the Premises or any part thereof, the MSDPT may, at its option, obtain possession of the Premises in the manner provided by law, and without becoming liable to the Lessee for damages or for any payment of any kind whatsoever. The MSDPT may, at its discretion, as agent for the Lessee, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent and other fees due and owing by the Lessee by virtue of such reletting, and, at its option, hold the Lessee liable for any difference between the rent and other fees due and owing by the Lessee that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by the MSDPT by means of such reletting. If the MSDPT's right of reentry is exercised following abandonment of the Premises by the Lessee, then the MSDPT shall consider any personal property belonging to the Lessee and left on the Premises to also have been abandoned, in which case the MSDPT may dispose of all such personal property in any manner it shall deem proper and the MSDPT is hereby relieved of all liability for doing so.
 - F. PRIORITY SCHEDULING:** The MSDPT school group/functions will have first priority of the PPAC dates and times each year. All attempts will be made to avoid conflicts between the MSDPT school groups and outside organizations.
 - G. INTERFERENCE:** The Lessee shall use the Premises in a manner which shall not cause interference with the use or occupancy of the other portions of the adjacent, adjoining or neighboring buildings. The Lessee's use hereunder shall be done in such a manner so as not to interfere with or impose any additional expense upon the MSDPT in maintaining any of the facilities operated by the MSDPT.
 - H. PROPERTY LOSS/DAMAGE:** The Lessee agrees and acknowledges that the MSDPT shall not be responsible for any damage or loss to the Lessee's property, or that of the Lessee's agents, invitees, employees, participants, etc., no matter what the cause of such damage or loss may be.



- I. **NOTICE:** Any notices required to be given under this Agreement shall be made in writing and delivered by facsimile transmission, e-mail, personal delivery, overnight courier or first class mail to the following address:

PIKE PERFORMING ARTS CENTER
MSD OF PIKE TOWNSHIP
6701 ZIONSVILLE ROAD
INDIANAPOLIS, IN 46268
FACSIMILE: (317) 216-5460
PPAC@PIKE.K12.IN.US

- II. **COMPLIANCE WITH LAWS AND LICENSING:** No activities in violation of Federal, State, or Local laws, ordinances, rules or regulations or the policies of the MSDPT shall be permitted on the Premises. It shall be the responsibility of the Lessee during the term of this Agreement to enforce compliance of all of the foregoing by its employees, agents, invitees, participants and attendees.

- A. **LICENSE/PERMITS/COPYRIGHTS:** The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct the Lessee's operations specified by this Agreement. The MSDPT may require evidence of such licenses being in effect. The Lessee shall assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the Lessee's event. The Lessee agrees to indemnify, defend and hold harmless the MSDPT, its employees, officers, board members and agents from any claims or costs, including legal fees, which might arise from the use or the questioning of the use of any such materials described above. The taking of photographs and the possession and/or use of cameras or audio or video recorders during performances of copy-write protected materials is strictly prohibited. The Lessee is responsible for enforcing this restriction and confiscation of such equipment used in violation of such restriction, which equipment will be picked up by attendees after the event in the PPAC Box Office.
- B. **FIRE/SAFETY CODES:** All sets, costumes, properties, pyrotechnics, laser lighting equipment, and any other materials used by the Lessee must conform to all existing fire and safety codes. The Lessee must observe all provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases and compounds. The MSDPT requires written evidence that all such codes have been observed and that operators have the required license(s), which evidence shall be immediately provided by the MSDPT upon request.
- C. **ALTERATIONS AND IMPROVEMENTS:** The Lessee shall make no alterations to the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the MSDPT. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by the Lessee shall, unless otherwise provided by written agreement between the MSDPT and the Lessee, be and become the property of the MSDPT and remain on the Premises at the expiration or earlier termination of this Agreement.
- D. **NON-RESIDENT ALIENS:** Should any employee, agent or invitee of the Lessee or the artist(s) to be presented by the Lessee be a non-resident alien individual, partnership or corporation, then the Lessee expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of Section 1441 and 1442 of the Internal Revenue Code and the Federal Regulations promulgated thereunder.

- III. **REQUIRED FEES AND DOCUMENTATION (see Attachment #1):** All fees, labor costs, and penalties referred to in these PPAC Guidelines and Procedures must be paid by the Lessee in full at least fourteen (14) calendar days prior to date the Lessee occupies the Premises. Following the Lessee's event, any additional charges or damages will be deducted from the Security Deposit. If additional Charges exceed the Security Deposit, then the Lessee will be billed for such additional Charges. In addition, the Lessee shall provide the MSDPT the following in the manner and within the time periods set forth below, and acknowledges that the failure to satisfy any of these conditions will result in a termination of this Agreement and removal of any hold placed on the date or dates for the Lessee's use of the Premises:

- A. **FORMS:** The Lessee shall provide the MSDPT the fully completed Rental Agreement signed by the authorized officer of the Lessee no later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee's use of the Premises.
- B. **DEPOSIT:** No later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee's use of the Premises, the Lessee shall provide the MSDPT a check for the Security Deposit (paid to the order of **M.S.D. of Pike Township**) in the amount of \$1,000.00 or such greater amount as set forth in writing by the MSDPT. The MSDPT shall cash such check. The MSDPT shall not apply any of the Security Deposit to the amount owed by the Lessee set forth in the Pre-Event Invoice. Instead, the MSDPT shall apply the Security Deposit toward additional costs, including, but not limited to, damages or penalties assessed by the MSDPT against the Lessee. Notwithstanding the foregoing, if the MSDPT waives the payment of the Pre-Event Invoice as set forth in Section III.G. of these PPAC Guidelines and Procedures and the Lessee then terminates this Agreement earlier than the term of this Agreement or otherwise fails to satisfy any of the conditions set forth in Section III. of these PPAC Guidelines and Procedures, then the MSDPT is entitled to the amount of the Security Deposit as liquidated damages between the parties, which amount is in addition to all other rights and remedies available to the MSDPT under law, equity or this Agreement. If there are no damages or penalties assessed by the MSDPT then a full refund of the deposit will be mailed to the Lessee. If any damages are assessed, then the remaining balance of the deposit will be mailed to the Lessee.
- C. **PROOF OF NON-PROFIT STATUS:** If the Lessee is a non-profit, tax-exempt organization, then no later than thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee, the Lessee shall provide the MSDPT written evidence satisfactory to the MSDPT that the Lessee is currently recognized by the Internal Revenue Service as a non-profit, tax-exempt organization (i.e. 501(c)(3) entity). Such written evidence will be kept on file by the MSDPT for a period of one year from the date of this Agreement.
- D. **OTHER CONTRACTS:** If applicable, the Lessee shall provide the MSDPT at the time it provides the Rental Agreement signed by the Lessee in accordance with III.A. of these PPAC Guidelines and Procedures a copy of the contract(s) between the Lessee and the person or people or the entity or entities to be presented or performing at the Lessee's event and all people and companies providing goods/services to, or on behalf of, the Lessee in connection with the event. Portions of such contracts concerning financial arrangements with the Lessee may be redacted.
- E. **EVIDENCE OF INSURANCE:** No later than thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee, the Lessee must provide the MSDPT with a certificate of insurance in form and substance satisfactory to the MSDPT which evidences the required insurance is in the amounts no less than the coverage amounts set forth in Section IV of these PPAC Guidelines and Procedures and naming the MSDPT as an additional insured or loss payee on a non-contributory basis.
- F. **FEDERAL TAX FORM W-9:** No later than thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee, the Lessee must provide the MSDPT a completed and executed Form W-9.
- G. **PRE-EVENT INVOICE PAYMENT:** No later than fourteen (14) calendar days prior to the first day of occupancy of the Premises by the Lessee, the Lessee shall pay the MSDPT the amount set forth on the Pre-Event Invoice except as expressly waived by MSDPT, which waivers may be granted for federal, state and local governmental entities that are not permitted by their policies or applicable law to pay any such invoices prior to the use of the Premises. The Pre-Event Invoice will be issued by the MSDPT after the required meeting between the Lessee and the MSDPT staff to evaluate the event needs and logistics. Event details need to be in place thirty (30) calendar days prior to first day of use for Pre-Event Invoice to be prepared and sent to the Lessee.
- H. **PRE-EVENT PLANNING MEETING:** No later than thirty (30) calendar days prior to the first day of occupancy of the Premises by the Lessee, the Lessee shall have a meeting with the MSDPT staff in order to finalize all of the details related to the Lessee's event being held on the Premises, including, but not limited to, the need for the MSDPT to consider granting a waiver to Section XIII of these PPAC Guidelines and Procedures with respect to restrictions on food or beverages (herein referred to as the Pre-Event Planning Meeting).



- IV. INSURANCE:** The Lessee shall carry commercial general liability insurance in an aggregate amount of not less than \$2,000,000, comprehensive liability insurance in the amount of not less than \$1,000,000 for injury to any one person and for any one occurrence, property damage insurance in the amount of not less than \$1,000,000, comprehensive liability insurance in the amount of not less than \$1,000,000.00 for any one occurrence for premises and operations as well as products and completed operations, and workers compensation and employers' liability insurance (unless a written waiver is provided by the Lessee from the State of Indiana) in the amount not less than \$500,000 for each accident, \$500,000 per policy for disease and \$500,000 for disease per employee. The insurance company or companies providing these insurance policies shall be licensed to do business in the State of Indiana and must hold a current "A-" rating or above according to A.M. Best's Key Rating Guide. Any deviation or change to the required policy coverage and endorsements are to be noted in writing on the Certificate of Liability Insurance Addendum. In addition, the Lessee shall notify the MSDPT at least thirty (30) days prior to the cancellation of any for the foregoing insurance policies. The MSDPT shall be named as an additional insured or loss payee, on a non-contributory basis, on all such insurance policies.
- V. INDEMNIFICATION:** The Lessee shall indemnify, defend and hold harmless the MSDPT, its employees, officers, board members or agents from any and all penalties, damages, expenses and judgments, loss or expenses which may arise by reason of any damage, injury, death, or claim of injury to any person including, but not limited to, the Lessee's employees, volunteers, patrons, guests, agents, participants or invitees, or to any of the property operated or owned by the MSDPT, including, but not limited to, the Premises, of any nature and howsoever caused, by reason of any invasion of personal or property rights, of every name and nature, and whether casual or continuing, by reason of trespass or nuisance and any other claim for damages arising at law or equity alleged to have been caused or sustained in whole or in part by or because of any act or failure to act by the Lessee arising out of the use, occupancy and control of any of the Premises by the Lessee at any time during the terms of this Agreement. The Lessee shall have the right to defend any such suit with attorneys acceptable to the MSDPT, and the MSDPT shall have the right, if it sees fit, to participate in such defense.
- VI. TIME:** Time shall be of the essence of this Agreement and the time herein granted shall not be extended for the occupancy or use of the Premises or for the installation or removal of any equipment, goods or materials without the written permission of the MSDPT, and any time changes made less than twenty-four (24) hours prior to first day of occupancy of the Premises by the Lessee permitted by this Agreement shall be paid for according to the Fee Schedule (see Attachment #1) provided such time changes are accepted in writing by the MSDPT.
- VII. PUBLIC SAFETY:** The Lessee shall neither encumber nor obstruct any of the sidewalks or parking lots on the Premises or the entrance to the Premises or any halls, stairs, lobbies, and audience chamber, nor allow the same to be obstructed or encumbered in any manner. The Lessee further agrees not to bring onto the Premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the Premises, is likely to constitute a hazard to property or likely to damage any of the Premises. The MSDPT shall have the right to refuse to allow on the Premises any such material, substances, equipment or object.
- VIII. STAGE PERSONNEL RESTRICTIONS:** Stage areas in use pose unique dangers to anyone not familiar with the technical aspects of the production. For this reason, the Lessee shall not allow patrons or other non-stage personnel to be on stage or in the wings at all times. Specific instructions are to be issued to the Lessee's production manager to have cast and crew use the Loading Dock Entrance (see attachment #3) on the North side of the PPAC for all rehearsals and performances.
- IX. PARKING:** Daytime parking (from 7:00 a.m. – 2:30 p.m., Monday through Friday) is restricted to areas not designated for bus parking. At all other times, the Lessee's employees, agents and invitees may park in any areas identified on Attachment #3. Violation of these parking restrictions could result in a fine. The Lessee agrees to provide this information to all persons connected with the production. The Lessee acknowledges that all of the MSDPT parking rules and regulations shall be in full force and effect during the term of the Agreement.
- X. INTERRUPTION OR TERMINATION OF SHOW:** The MSDPT shall retain the right at its sole discretion to cause the interruption or termination of any performance when, in the sole judgment of the MSDPT, such an act is necessary due to any one or more of the following conditions:
- A.** Interruption or termination of the performance is in the interest of public safety.
 - B.** The act is in violation of one or more of the MSDPT policies.
 - C.** The Lessee fails to pay rental fees or any other charges due under the Agreement when the same is due.
 - D.** The Lessee fails to perform any of its covenants herein.
 - E.** In any of the aforesaid events, and in addition to any and all rights and remedies available to the MSDPT by law or in equity, the MSDPT may, with or without further notice, terminate this Agreement and expel and remove the Lessee, or any other person or persons from the Premises together with their goods, using such force as may be necessary in the judgment of the MSDPT or its agents, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby.
- XI. EVACUATION OF FACILITY:** Should it become necessary in the judgment of the MSDPT staff to evacuate the Premises due to reasons of public safety, the Lessee will retain possession of the Premises for sufficient time to complete the presentation of its activity without additional rental charge, provided such time does not interfere with another lease or planned presentation by the MSDPT. If, at the discretion of the PPAC Director or other employee designated by the MSDPT, it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of the MSDPT based on the situation, and the Lessee hereby waives any claim for damages or compensation from the MSDPT.
- XII. ADDITIONAL ROOMS:** The dressing rooms are included as a part of the Premises. Any additional dressing room space must be requested at the time of the Pre-Event Planning Meeting, and if it is granted by the MSDPT, the Lessee shall be charged an additional rental fee set forth on the Pre-Event Invoice of \$50/room/day of use. There will be an additional charge of \$100/room/day of use for any rooms used by the Lessee that were not identified on the Pre-Event Invoice. No exit may be made into any Pike High School corridor from any added room or rooms.
- XIII. FOOD AND BEVERAGES:** No food or beverage may be brought onto the Premises without the express written consent of the MSDPT. The MSDPT has an exclusive food service agreement with Chartwells to provide all concession and catering services for PPAC events with proceeds benefiting the MSDPT. Prior coordination for dietary and catering needs is made through Chartwells at 317-387-2687. Exceptions for religious and cultural groups may be approved by the MSDPT for an additional charge assessed against the Lessee by the MSDPT.
- XIV. BONDING/SECURITY GUARDS:** The MSDPT, at its discretion, may require the Lessee to provide the MSDPT evidence of a bonding in the amount deemed necessary by the MSDPT.
- XV. CUSTODIAN:** The MSDPT shall provide custodial staff during the entire time of any event at PPAC. Custodian time is charged to the Lessee as part of the total rental fee and is included in the Pre-Event Invoice (see Attachment #1). The Lessee agrees to leave the Dressing Rooms/Restrooms, Green Room, and any other area of the Premises used by the Lessee in good condition and stow all trash in the trash cans provided by the MSDPT. The Lessee shall pay for extra custodial services at the rates set forth on the Fee Schedule (see Attachment #1) for the additional hours worked if it is deemed by the MSDPT that the Premises have not been left in a reasonable condition.
- XVI. FINANCIAL PENALTIES AND OTHER POSSIBLE CHARGES NOT REFLECTED IN THE PRE-EVENT INVOICE:**
- A. CHANGES IN TIME OR TIMES NOTED IN PRE-EVENT PLANNING MEETING:** A penalty of \$200.00 will be charged by the MSDPT against the Lessee if the Lessee changes any of the times agreed to in the Pre-Event Planning Meeting regarding Load-In, Load-Out, Rehearsal Time, Performance Time, etc. - even if such change(s) is made more than 24 hours before scheduled time.
 - B. LOSS OF INCOME:** When a performance lasts two (2) hours or longer and the agreed intermission time has been ignored, a \$100 penalty will be charged by the MSDPT against the Lessee, unless such contrary arrangements are discussed in the Pre-Event Planning Meeting and approved in writing by the MSDPT on the Pre-Event Invoice.

- C. CANCELLATION:** Cancellation of use(s) must be made in writing to the MSDPT at least thirty (30) calendar days in advance of said use(s). If the Lessee cancels its use(s) of the Premises with less than thirty (30) calendar days' notice, but at least fourteen (14) calendar days in advance of said use(s), then the Lessee forfeits the entire amount of the Security Deposit check. If the Lessee cancels its use(s) of the Premises with less than fourteen (14) calendar days' notice, then the full amount of the Pre-Event Invoice shall be paid by the Lessee. In case of cancellation by the Lessee, it shall be the responsibility of the Lessee to make reasonable public announcements, at the Lessee's expense, concerning the cancellation, as soon as possible following the cancellation by all reasonable means to assure that the public is informed.
- D. DAMAGE/CLEAN-UP RESPONSIBILITY:** The Lessee shall be responsible for any and all damages to the Premises caused by acts, or failures to act, of the Lessee, its agents, employees, patrons, guests, invitees and/or artists whether accidental or otherwise. The Lessee further agrees to leave the Premises in the same condition as existed on the date the Lessee took possession, ordinary wear and use excepted. Any additional custodial charges incurred because of an unusual amount of post-event clean-up will be assessed by the MSDPT against the Lessee in addition to an "Excessive Cleaning Penalty" of \$300.00.
- E. CHANGES IN PERSONNEL NOTED ON THE AGREEMENT FORM:** A "Crew Addition Penalty" of \$300.00 will be charged to the Lessee if the Lessee changes the number or any of the responsibilities noted in the Agreement for Load-In, Load-Out, Rehearsal, Performance, etc., even if such change(s) is made more than 24 hours before scheduled time of possession of the Premises and agreed to by the MSDPT.
- F. OVERTIME:** All use is subject to an 8-hour maximum per day (including Load-In, Set-Up and Load-Out). Any hours over 8 per day will be assessed at \$100.00 per hour for Main Auditorium based events and \$50.00 per hour for Studio Theatre based events, plus additional labor costs. If both the Main Auditorium and Studio Theatre are being utilized by the Lessee for the same stated event only the higher of the two charges will be levied per hour plus additional labor costs involved in all spaces.
- G. SNOW REMOVAL:** The MSDPT shall remove the snow from, and apply salt to, the parking lots and sidewalks of the Premises if the MSDPT determines such is necessary. However, if snow removal or salt application is required outside of regularly scheduled grounds keeping hours, then the MSDPT may assess the Lessee an additional fee of up to \$2,000.



BACKSTAGE PROVISIONS

- XVII. RECORDINGS:** The Lessee agrees that no recording, either visual or audio, of any kind will be made of the event covered by this Agreement without prior written approval from the MSDPT.
- XVIII. DELIVERY OF GOODS:** Sets, costumes, and other materials belonging to the Lessee delivered prior to first day of occupancy of the Premises by the Lessee permitted by this Agreement will not be accepted by the MSDPT without prior written notice accepted by the MSDPT. The MSDPT makes no guarantee that space will be available to receive certain materials arriving prior to first day of occupancy of the Premises by the Lessee permitted by this Agreement. The MSDPT accepts no responsibility for such materials, including, but not limited to, the storage, safe-keeping or caring for such materials. The MSDPT will not accept any goods of the Lessee shipped to the Premises or any other facilities operated by the MSDPT if any sum is to be paid to the carrier upon its delivery of such goods.
- XIX. TRUCK LOADING ENTRANCE:** The truck loading and unloading entrance is at ground level and is located on the north side of the PPAC just west of the Lobby entrance. Large or heavy loads must be equipped with ramps or lift gates.
- XX. USE OF PIT &/OR PIANO:** The Lessee agrees to either provide crew or hire crew to remove and replace panels & scaffolding covering the Pit area of the PPAC. The Lessee must include sufficient time in the schedule for this procedure (approximately 1-1 ½ hour to remove and 1 ½-2 hour to replace depending on number of crew enlisted for said task). If the grand piano is included as a part of equipment to be provided by the MSDPT, then the Lessee agrees to pay to the MSDPT the amounts set forth in the Fee Schedule for such rental and tuning, if such tuning is determined to be necessary by the MSDPT or requested in writing by the Lessee.
- XXI. LOAD-IN/LOAD-OUT:** The loading door (North Entry #3) will be unlocked approximately fifteen (15) minutes before the scheduled Load-In time, and said Load-In will commence only at the scheduled time. Load-Out must occur directly after the end of the final performance or at a time agreed to in writing by the MSDPT. The Lessee shall request the MSDPT in writing at the Pre-Event Planning Meeting for the MSDPT to provide laborers for Load-In and Load-Out or if such written request is not provided at the Pre-Event Planning Meeting, then the Lessee shall provide appropriate staff for Load-In and Load-Out activities.
- XXII. STUDIO THEATRE:** When the Studio Theatre is used as an added room, at the discretion of the MSDPT, entrance shall be through only the doors at the south end of the Studio Theatre. In addition, the Lessee acknowledges that the Lobby entrance for the Studio Theatre may be used by the Concession Stand Staff.
- XXIII. BACKSTAGE PERSONNEL:** Upon written request and at the expense of the Lessee, the MSDPT will arrange for stagehands, board operators, audio engineers, flymen, riggers, electricians and any other personnel set forth in the Lessee's written request. In addition, the Lessee is required to hire as many crewpersons as the MSDPT Technical Director (TD) deems necessary in addition to the TD or the person working in the TD capacity. Number and positions of crew hired by the TD for the event is dependent on the conditions brought about by the operation of the event, the TD's prior experience, and local stagehand market conditions. The Lessee is solely responsible for all crew costs. Any crew person working at the PPAC is subject to the TD's approval. The TD has the final determination in all crew related matters. The Lessee also understands that the TD may request the removal of a person from the PPAC at any time.
- A.** Only persons authorized as stagehands by the MSDPT are allowed to operate any equipment. In addition, only employees of the MSDPT or persons who the MSDPT believe are authorized and trained personnel in the use of personnel lift shall be allowed to use the personnel lift.
 - B. TECHNICAL DIRECTOR:** The TD will oversee all events that occur at the PPAC. The TD's services will be charged by the MSDPT to the Lessee at the hourly fee set forth on the Fee Schedule (see Attachment #1) for the number of hours stipulated in the Agreement.
 - C. STAGE MANAGER:** The Lessee shall furnish a qualified Stage Manager to call the show. If requested in writing by the Lessee, the MSDPT shall provide the Lessee with a Stage Manager at the hourly fee set forth on the Fee Schedule (see Attachment #1) for the number of hours stipulated in the Agreement.
 - D. CREW:** The crew that will be hired may be trained students from Pike High School, college students or local professionals. The Lessee shall hire as a stagehand for the event at least one (1) student attending Pike High School at the time of the Lessee's occupancy of the Premises, and the Lessee assumes responsibility for payment to all of the crew, including, but not limited to, the Pike High School student.
 - E. OVERTIME PAY DUE TO LACK OF MEAL BREAK:** Hours worked by any personnel over five (5) in one day, without a meal break, will be paid by the Lessee at time-and-a-half until the break is given.
 - F. SCHEDULING:** A schedule will be created by the Lessee and sent to the MSDPT not less than thirty (30) calendar days before the first day of occupancy of the Premises by the Lessee. Changes made to the schedule within less than twenty-four (24) hours before the first day of occupancy of the Premises by the Lessee will result in an additional fee being assessed against the Lessee of \$200. The Lessee agrees that the crew, including, but not limited to the TD, will be scheduled according to traditional stagehand rules and regulations as follows:
 - 1. All calls are subject to a four (4) hour minimum. Load-In, Event Proper and Load-Out are three (3) separate call times each with four (4) hours minimum. All time worked past those minimums is paid in hourly increments.
 - 2. One fifteen (15) minute paid break will be scheduled after every two (2) hours of work.
 - 3. One meal break will be scheduled after not more than five (5) hours of work. A meal break is defined as one (1) hour "off the clock." If no meal break is provided after five (5) hours of work, all remaining time will be paid at time and a half until a meal break is provided.
 - 4. If any crew person works over forty (40) hours in one (1) week, all remaining time will be paid at time and a half.
 - 5. Any union crew call that begins prior to 8:00 a.m. (local time) is charged at time and a half until 8:00 a.m. (local time).
 - 6. If any union crew person works more than six (6) consecutive days with no day off, all remaining days will be paid at time and a half, until he/she receives a day off.
 - 7. All union stagehands are paid overtime after eight (8) hours worked in one (1) day.
 - 8. All members of the International Alliance of Theatrical Stage Employees will be compensated accordingly. All provisions must be carried out.
 - G. CANCELLATION:** The Lessee shall pay a minimum of four (4) hours call at the prevailing rate for each stagehand plus other penalties noted in Section XVI.C. of these PPAC Guidelines and Procedures if the use of the Premises is cancelled less than forty-eight (48) hours before crew call time.
 - H. ENTRANCE FOR PERFORMERS/CREW:** The entrance for the performers and the crew shall be the Stage Door Entrance at the Loading Dock (North Entrance #3). Individuals associated with the Lessee may make other entrance arrangements agreed to in writing by the MSDPT at the Pre-Event Planning Meeting.
- XXIV. ANIMALS:** The Lessee shall not bring or keep, or allow to be kept in the Premises, any animals without obtaining written approval from the MSDPT. Animals used during the event may be brought into the PPAC only during listed rehearsal or performance times.



FRONT OF HOUSE PROVISIONS

- XXV. FRONT OF HOUSE PERSONNEL:** Upon written request from the Lessee provided prior to, or during, the Pre-Event Planning Meeting, the MSDPT shall provide ushers, ticket office staff and any other personnel deemed fitting and necessary by the MSDPT. The Lessee shall be charged for all ushers, ticket office staff and other personnel at the rates set forth on the Fee Schedule (see Attachment #1) for the hours worked. In addition, the Lessee agrees to the following:
- A. LESSEE REPRESENTATIVE:** At the time of execution of the Agreement, the Lessee shall furnish to the MSDPT Representative the name, address, email address and phone numbers of the person serving as the Lessee's representative (Lessee Representative). The Lessee Representative shall be the sole person authorized to make decisions or to negotiate with the MSDPT on behalf of the Lessee. The Lessee Representative (or an alternate assigned in writing by the Lessee Representative or other authorized officer of the Lessee), must be present at each performance and will then be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the staff of the MSDPT. The Lessee acknowledges that that Lessee Representative is fully authorized to act for and execute documents on behalf of the Lessee.
 - B. MSDPT REPRESENTATIVE:** For every performance the MSDPT shall furnish, at the expense of the Lessee, a Front of House Director (FOH Director) to supervise the overall PPAC operation and serve as the MSDPT's representative during the performance. The authority of this FOH Director is absolute with regard to times of opening the lobby, opening the house, start of the program, length of intermission, safety of staff and audience and protection of the facility. The Lessee shall pay the MSDPT for the services of the FOH Director at the hourly rate set forth on the Fee Schedule (see Attachment #1) for the hours worked.
 - C. USHERS:** At the discretion of the MSDPT, the Lessee may be required to hire ushers to be posted at entrances to the auditorium for all performances. If the Lessee refuses to provide ushers as required by the MSDPT, then the MSDPT may, but is not obligated to, provide ushers, and the Lessee shall pay the MSDPT for such ushers at the hourly rate set forth on the Fee Schedule (see Attachment #1) for the hours worked.
 - D. MSDPT STAFF RIGHT TO ENTRY:** The Lessee shall permit the MSDPT staff, including, but not limited to, custodial staff or agents hired by the MSDPT to provide custodial or food and beverage services, access to any part of the Premises at any time. Should the Lessee prefer not to have custodial staff in any particular backstage area during the event, this must be identified in writing by the Lessee and approved by the MSDPT prior to, or during, the Pre-Event Planning Meeting.
- XXVI. OPENING TIMES:** The Auditorium will be opened to the audience one-half hour prior to scheduled performance time. The program will begin at the time provided at the Pre-Event Planning Meeting. If the program is two (2) hours or longer, there shall be an intermission. Length of intermission is at the discretion of the MSDPT.
- XXVII. SECURITY:** The MSDPT shall provide security personnel in numbers and at times deemed by the MSDPT in its sole discretion to be necessary or advisable for the event. The Lessee shall pay for all security personnel provided by the MSDPT at the rates set forth on the Fee Schedule (see Attachment #1) for the hours worked.
- XXVIII. FIREARMS:** No one other than security personnel authorized by the MSDPT may carry, display or use any firearm on the Premises.
- XXIX. PUBLIC AREAS:** The Lessee agrees to abide by the discretion of the MSDPT concerning activities, dress, etc. of those persons acting on behalf of the Lessee in any public areas.
- XXX. CONCURRENT USE:** The MSDPT reserves the right to rent other parts of the facilities operated by the MSDPT at the same time as the rental of Premises to the Lessee. The use of the lobby, vestibules, hallways, box office, lounges and other public rooms and facilities that may be made available to the Lessee at the discretion of the MSDPT shall be concurrent with the use of such others as the MSDPT may determine; provided that such renting to others shall not unreasonably interfere with the use of the Premises by the Lessee. The Lessee understands and acknowledges that the Lessee has no rights whatsoever to enter or use the areas in the PPAC comprising the administration offices of the PPAC, the TD's Office, the mechanical rooms or any other areas except those which are determined and agreed upon in writing prior to, or during, the Pre-Event Planning Meeting.
- XXXI. OPEN REHEARSALS:** Any rehearsal at which more than twenty-five (25) non-production personnel (who are not parents of under-age performers) are in attendance will be considered a performance and an additional usage fee will be levied which shall be paid by the Lessee.
- XXXII. SEATING ON STAGE:** The Lessee will not permit or cause to permit audience seating on the stage, stage wings, or in the aisles. The sole exception is when the audience is a planned and integral part of the performance/event and is approved in writing by the MSDPT prior to, or during the Pre-Event Planning Meeting.
- XXXIII. SENIOR CITIZENS/HANDICAPPED:** The Lessee shall be responsible for making immediate seating adjustments when senior citizens or people with disabilities, who have been inadvertently sold balcony seats, request seating in the more accessible areas of the main floor.
- XXXIV. USE OF TOBACCO:** The Lessee shall not permit or cause to permit the use of any tobacco products, including, but not limited to, smoking, including, but not limited to, e-cigarettes or any similar product or device, in, on, or, any part of the Premises; provided, however, that use of such products on the stage during the event may be permitted as long as the Lessee has obtained the prior written approval of the MSDPT regarding use of such products.
- XXXV. ALCOHOLIC BEVERAGES:** The Lessee shall not permit or cause to permit use or possession of any alcoholic beverages on the Premises.
- XXXVI. FOOD/BEVERAGES FOR CAST/CREW:** The Lessee agrees that when food and/or beverages are required on the Premises for the cast and/or crew, the only areas where such food and beverages may be served and consumed are the areas designated by the MSDPT. Arrangements for this must be made prior to, or during, the Pre-Event Planning Meeting. Chartwells will provide said food and beverages, and the Lessee shall pay for such food and beverages at the prices established from time to time by Chartwells. Only water may be consumed in any carpeted room other than the Stage Left or Stage Right "green room".
- XXXVII. LODGING FORBIDDEN:** The Lessee, its employees, agents, invitees or guests are prohibited from using the Premises as a sleeping or lodging accommodation.
- XXXVIII. LOBBY:** The Lessee is responsible for any damage or harm to the Entry Way or foyers that may occur during the term of this Agreement caused by acts, or failures to act, of the Lessee, its agents, employees, patrons, guests, invitees and/or participants whether accidental or otherwise. PLEASE NOTE: The Lobby is not to be used as a play space for children at any time. At the discretion of the MSDPT, any unsupervised behavior by children could result in the children or the Lessee being asked to vacate the Premises. The Lessee agrees to the additional terms and conditions:
- A. DECORATION:** No tape of any kind may be used on material covered walls. Masking tape may be used on brick, plaster or wood areas. No duct tape may be used anywhere. No objects may be placed on the front of the Gallery Seven cases in the Lobby. Only "Gaff" tape may be used on the marble floor. The Lessee may purchase "Gaff" tape from the MSDPT, if available, at the charge set forth on the Fee Schedule (see Attachment #1). A clear, obstruction free center aisle down the Lobby must be maintained at all times in line with the front entrance doors. All displays brought onto the Premises by the Lessee must be removed and/or discarded at the end of this Agreement. If the Lessee fails to clean the Lobby to the satisfaction of the MSDPT, normal custodial services excepted, then the Lessee shall pay the MSDPT for custodial staff at the rates set forth on the Fee Schedule (see Attachment #1) for the hours worked. Merchandise storage may occur in the east balcony stairwell as long as the balcony is kept closed to audience members and the stairs are clear in case of emergency for crew members in the upstairs booth. The MSDPT does not supply table covers or other decorative items.
 - B. LOBBY RESTROOMS:** The Restrooms in the Lobby will be opened for use by performers' parents and siblings during rehearsal time. A cleaning charge for each rehearsal time will be added to the Pre-Event Invoice.
 - C. THE CONCESSIONS STAND:** The Concession Stand will be open during rehearsals and performances at the discretion of the MSDPT. No "outside" food may be brought in and consumed in the PPAC. Any tables and chairs near the Concession Stand are reserved for concession food only. Food and drinks must be kept in the designated spaces in the Lobby.



- XXXIX. PUBLICITY/PROMOTION:** The Lessee shall provide the MSDPT with the name of the person, entity or organization responsible for publicizing the event along with contact information which shall include office and mobile telephone numbers and e-mail address for such person, entity or organization.
- A. CORRECT ADVERTISING COPY:** All advertising – newspaper, radio, television, posters, heralds, flyers, brochures, etc. – shall contain the following information:
1. The true and correct name of the presenting agency or organization (abbreviations are not acceptable); and
 2. The correct address of the PPAC which is “Pike Performing Arts Center, 6701 Zionsville Road, Indianapolis, IN 46268.”
- B. DISTRIBUTION OF LITERATURE:** The Lessee shall not include in the programs or distribute on the Premises any literature, pamphlets, tracts, flyers, other written materials, etc., not directly pertaining to the content of, or personnel in, the performance (other than standard commercial advertising) unless the Lessee obtains the MSDPT’s prior express written consent to such inclusion or distribution.
- C. FUTURE ATTRACTIONS:** The MSDPT reserves the right to distribute to the audience announcements and literature concerning future attractions to be held in the PPAC regardless of whether such attractions are under the auspices of, or in any way related to, the Lessee.
- D. POSTERS, PHOTOGRAPHS, ETC.:** All posters used in, or at, the Premises must be taken down after the last performance or they become the property of the MSDPT. All posted announcements must carry the full name of the sponsoring organization(s) and correct advertising copy.
- E. DISPLAYS:** The Lessee shall display posters, photographs, models, etc. pertaining to the production only in such areas as are approved by the MSDPT. Further, the Lessee shall not use any tape, tack, nail, screw or other fastening device into the ceilings, walls, or floors of the Premises so as to mar, deface, or injure the Premises. Displays at, or on, the Premises may be moved or covered only by the MSDPT.
- F. PLAYBILLS/PROGRAMS:** When applicable, the Lessee is required to prepare and distribute printed playbills or programs to the audience in order to insure that information regarding house operations and regulations is fully disseminated. The following information shall be in any and all materials disseminated to the audience or program participants:
1. **Accessibility.** Pike Performing Arts Center is an ADA accessible facility. Please note that Audio Description and American Sign Language interpretation require 14-day advanced notice and are subject to availability.
 2. **Admission.** Admission prices vary by event.
 3. **Concessions.** Beverages and food items are sold in the lobby concession area. All proceeds go to further the programs in the M.S.D. of Pike Township. Food and beverage are not allowed in the auditorium.
 4. **Contact During Performance.** If you are expecting a call during the performance, please notify the Front of House Director that a call is expected and provide the Front of House Director with your exact seat location. Contact line is (317) 216-5456.
 5. **Doors.** In most instances, lobby doors open 90 minutes before any event. House doors open 30 minutes before any event.
 6. **Electronic Devices.** The taking of photographs and the use of recording devices is strictly prohibited in the performance spaces unless prior arrangements have been made with the M.S.D. of Pike Township staff. Please deactivate any electronic watch alarms, telephones, pagers, Bluetooth® devices, or other noise making, light producing equipment.
 7. **Emergency Evacuation.** Exits are conveniently located throughout the theatre. Please note your closest exit. In the event of an emergency, please walk to the nearest exit, and listen for further instructions.
 8. **First Aid.** Contact the nearest usher or the Front of House Director for assistance with non-medical emergencies. If there is a medical emergency, call 911, then notify an usher, the Front of House Director or security.
 9. **Latecomers.** Late arrivals will be seated at appropriate intervals.
 10. **Lost and Found.** The Pike Performing Arts Center is not responsible for personal property of patrons. Items may be claimed at the Box Office after performances or by calling the Box Office the following business day. Items are held for 30 days.
 11. **Management.** The Pike Performing Arts Center facilities are managed by the staff of the M.S.D. of Pike Township at offices located at 6701 Zionsville Road, Indianapolis, IN 46268. Inquiries concerning bookings should be directed to the Pike Performing Arts Center Info Line, (317) 216-5450.
 12. **Parking.** Three ground level parking lots adjoin the Pike Performing Arts Center on the north and west sides of the facility with over 1100 parking spaces. Parking is always free.
 13. **Restrooms.** Men’s and Women’s restrooms are located at the east end of the Lobby, near the Concession Area. Additional restrooms are located toward the west end of the Lobby across from the Auditorium Entrance.
 14. **Smoking.** All M.S.D. of Pike Township facilities and grounds are tobacco free. This includes, but is not limited to, cigarettes, cigars, pipes, smokeless tobacco and e-cigarettes.
 15. **Special Arrangements.** If special arrangements are needed contact the Pike Performing Arts Center Info Line at (317)216-5450 at least fourteen (14) calendar days prior to the event you plan to attend.
 16. **Additional Information** available at www.pike.k12.in.us/PerformingArtsCenter/home **Information Line.** (317)-216-5450
- XL. OBJECTIONABLE MATERIAL:** The Lessee, its agents, employees, patrons, invitees, guests and artists shall not include any materials in any performance which would be considered objectionable by the MSDPT or violate any of its policies. The FOH Director will remove any such materials if he/she deems it necessary.
- XLI. UNDERAGE COMPANY MEMBERS:** The Lessee agrees to the following terms and conditions with respect to legal minor cast members (Legal Minors):
- A. RESPONSIBILITY:** The Lessee agrees to provide at least one (1) adult chaperone (Chaperone) who will be responsible for every ten (10) Legal Minors.
 - B. CHAPERONES:** Chaperones must monitor the Dressing Rooms/Restrooms, Green Room and any other area in which any Legal Minors are located, and Chaperones must be with the Legal Minors for whom they are responsible at all times.
 - C. PIKE HIGH SCHOOL:** No one, including Legal Minors or Chaperones, is allowed to enter any area of Pike High School, the Dressing Rooms/Restrooms exterior doors shall not be used under any circumstances and must remain locked, and all posted signs must be obeyed by all Legal Minors and Chaperones at all time. The Lessee shall provide Chaperones who will abide by these and all other terms and conditions set for the Agreement.
- XLII. MATINEES:** The Lessee agrees to the following terms and conditions with respect to matinee performances:
- A. PERFORMANCE TIMES:** The Lessee agrees that all matinee performances, if any, will occur on only a day which is a Monday through Friday and only between the hours of 9:00 a.m. and 1:30 p.m.
 - B. INTERMISSION:** There will be no intermission during such matinee performances.
 - C. SUPERVISION:** The Lessee shall supply one (1) supervisor (Supervisor) and at least four (4) guides (Guide) to meet the audience at the main entrance and take them to assigned seats in the Auditorium. Each Supervisor and Guide must be of adult age.
 - D. LOBBY:** At least one Guide must remain in the Lobby at all times during the performance to monitor traffic.
 - E. DISMISSAL:** The Supervisor and Guides are required to escort the groups to the correct pre-determined exit for safe and speedy departure from the Auditorium.
 - F. BUSES:** The Lessee is responsible for ensuring that buses are parked within the yellow parking lines in the predetermined location agreed upon by the MSDPT and Lessee.



- G. PARKING LOT:** The Lessee shall ensure that the cars of those attending or participating such matinee performance are parked in the west parking lot.
- H. RESTROOMS:** The audience may use the restroom facilities in the Lobby. The Lessee shall ensure that an adult accompanies any legal minor going to and from the restroom.

XLIII. TICKETS: The Lessee shall provide any tickets and ticketing services needed for a performance unless otherwise agreed to in the Pre-Event Planning Meeting. Seating charts, providing specific breakdown by row and seat number, are available from the MSDPT. In addition, the Lessee agrees to the following terms and conditions in connection with ticketing of performances or events

- A. ADVANCE SALES:** The Lessee shall provide the MSDPT with a name, daytime telephone number and e-mail for the contact person for advance sales unless ticket sales are to occur through the PPAC Box Office.
- B. REQUIRED INFORMATION:** The Lessee shall provide the MSDPT with a short accurate description of the event including telephone number and e-mail for ticket sales or ticketing related questions, length of performance, official name of event, and any other information pertinent to event ticketing prior to the first day of public ticket sales. Such information shall be provided to the MSDPT by the Lessee no later than the Pre-Event Planning Meeting.
- C. TICKET AGENCY FEES:** Any ticket agency fees incurred through the sale of tickets shall be borne entirely by the Lessee.
- D. FREE TICKETS FOR THE MSDPT:** For each performance held in the PPAC, the Lessee shall provide the MSDPT 6 tickets at no cost to the MSDPT for use by the MSDPT at the discretion of the FOH Director.
- E. TICKET REVENUE:** When tickets are sold through the PPAC Box Office, the ticket revenue shall be paid to the Lessee after the regularly scheduled MSDPT School Board meeting which immediately follows the term of the Agreement. Ticket revenue will not be applied to the Pre-Event Invoice nor shall it be used to settle any other charges or fees assessed by the MSDPT against the Lessee in accordance with this Agreement.

XLIV. PPAC BOX OFFICE: The PPAC Box Office is located on the north side of the complex, between Pike Freshmen Center and Pike High School. If agreed in the Pre-Event Planning Meeting, the PPAC Box Office may be used on the day of the event by the Lessee or the Lessee's assigned agents for ticket sales, beginning two (2) hours before listed event start time. Only the area in the PPAC Box Office designated by the MSDPT may be used. No office equipment or supplies of the MSDPT may be used by the Lessee. In addition, the Lessee agrees to the additional terms and conditions:

- A. TELEPHONE CHARGES:** Any expense incurred by the MSDPT for telephone charges as a result of the use of the telephone by the Lessee shall be paid by the Lessee.
- B. BOX OFFICE ACCESS:** Access to the PPAC Box Office is restricted to only authorized personnel of the Lessee as determined by the FOH Director.



FEE SCHEDULE

Attachment #1

| Auditorium Fees | For-Profit Rate | Not For-Profit Rate | Government Rate |
|---|-----------------------------|-----------------------------|-------------------------|
| Rehearsal (8 hour maximum) | \$1,000 per rehearsal day | \$500 per rehearsal day | \$0 per rehearsal day |
| Performance (8 hour maximum) | \$1,500 per performance day | \$1,000 per performance day | \$0 per performance day |
| Additional Hours (assessed after 8 hours/day) | \$100 per hour | | \$0 per hour |

| Studio Theatre Fees | Rate Per Event |
|--------------------------------------|---|
| Rehearsal (8 hour maximum) | \$250 (*Unless added as part of Main Auditorium rental) |
| Performance (8 hour maximum) | \$500 (*Unless added as part of Main Auditorium rental) |
| Additional Hours (After 8 hours/day) | \$25 per hour |

*If Studio Theatre is added to Main Auditorium rental as additional room, \$50/day fee will be assessed.

| Labor/Personnel | Rate Per Hour |
|--------------------------------|---|
| Technical Director* | \$35 (4 hour minimum per Load-In, Event & Load-Out) |
| Front of House (FOH) Director* | \$50 (4 hour minimum per Event) |
| Stage Manager** | Varies |
| Stagehand** | \$15 (4 hour minimum per Load-In, Event & Load-Out) |
| Security Officer* | \$35 (4 hour minimum per Event) |
| Custodial Staff* | \$35 (4 hour minimum per Event) |
| Box Office Staff** | \$17 (4 hour minimum per Event) |
| Ushers** | \$13 (3 hour minimum per Event) |

*Required personnel to be provided by the MSDPT.
**Specialized crew available at additional cost to renter.

| Equipment Rental/Miscellaneous Fees | Rate (Per Event) |
|-------------------------------------|---------------------------------------|
| Grand Piano | \$100 (\$115 tuning charge may apply) |
| Orchestra Shell | \$100 |
| Marley Dance Floor (Black) | \$100 |
| LCD Projector | \$100 |
| Telex Communication System | \$25 per day |
| Wireless Microphones | \$25 per microphone, per day |
| Gaff Tape | \$20 per roll |

| Additional Fees/Penalties | Rate |
|--|---|
| Additional Rooms | \$50 per room, per day (subject to availability) |
| Crew Addition Penalty (assessed when a deviation is made from the number/assignment of crew designated in the Agreement w/<24 hour notice) | \$300 (does not include cost of labor) |
| Time Change Penalty (assessed when a deviation is made from the times designated on the Rental Agreement w/<24 hour notice) | \$200 per change (plus labor and hourly rate if over 8 hours maximum) |
| Excessive Cleaning Penalty (assessed at MSDPT discretion) | \$300 (additional custodial/labor fees may apply) |
| Boutique Sales | 10% of Gross Sales to the MSDPT (does not apply to non-profit organizations) |
| Late Payment Penalty (assessed when final invoice /labor payment is not received by date designated in the Agreement) | \$50 per day |
| Returned Check (due to insufficient funds) | \$25 |
| Cancellation Penalty (w/<30 calendar day notice) | Loss of deposit |
| 14 Day Cancellation Penalty (w/<14 calendar day notice) | Loss of deposit and invoiced amount paid |
| Ignored Concessions Penalty (assessed when a deviation is made from the times designated on the Rental Agreement causing a loss of revenue for the MSDPT) | \$100 |
| Loss Concession Fee (assessed when the Lessee does not wishes to provide an alternative food/beverage option for its attendees causing a loss of revenue for the MSDPT) | Varies |

Rates subject to change without notice.

Fee Schedule approved by
Metropolitan School District of Pike Township Board of Education
March, 2015



**YOU ARE RESPONSIBLE FOR UNDERSTANDING THE CONTENTS
OF THE PIKE PERFORMING ARTS CENTER (PPAC) GUIDELINES AND PROCEDURES.**

PLEASE KEEP THIS CHECKLIST FOR YOUR RECORDS.

THE LESSEE MUST MEET WITH THE DESIGNATED STAFF OF THE METROPOLITAN SCHOOL DISTRICT OF PIKE TOWNSHIP AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO FIRST DAY OF USE FOR THE PRE-EVENT PLANNING MEETING.

- Purpose of meeting is to finalize event details, schedule crew, load in and out times, room needs. Details needed for preparation of Pre-Event Invoice.
- Pre-Event Invoice will be based on the details agreed to in this meeting.
- Payment in full of the Pre-Event Invoice is due fourteen (14) calendar days prior to first day of use, except as expressly provided in the Agreement.

THE FOLLOWING MUST BE RECEIVED BY THE METROPOLITAN SCHOOL DISTRICT OF PIKE TOWNSHIP NO LATER THAN THE TIME PERIODS SPECIFIED BELOW:

- Security Deposit Check made payable to the **Metropolitan School District of Pike Township**, due no later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee’s use of the Premises.
- Completed Pike Performing Arts Center Rental Agreement signed by the authorized officer of the Lessee provided to the Metropolitan School District of Pike Township no later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee’s use of the Premises.

THE FOLLOWING DOCUMENTS MUST BE RECEIVED BY THE METROPOLITAN SCHOOL DISTRICT OF PIKE TOWNSHIP AT LEAST THIRTY (30) CALENDAR (30) DAYS PRIOR FIRST DAY OF USE:

- Copy of federal tax exemption determination letter or comparable proof of non-profit/tax-exempt status, if applicable.
- Certificate of insurance evidencing at least the minimum coverages set forth in the Agreement and naming the Metropolitan School District of Pike Township as an additional insured or loss payee.
**MSD OF PIKE TOWNSHIP
6901 ZIONSVILLE ROAD
INDIANAPOLIS, IN 46268**
- Current Federal IRS Tax Form W-9

DOCUMENTS MAY BE MAILED, E-MAILED OR FAXED. CHECKS MUST BE MAILED OR HAND DELIVERED TO:

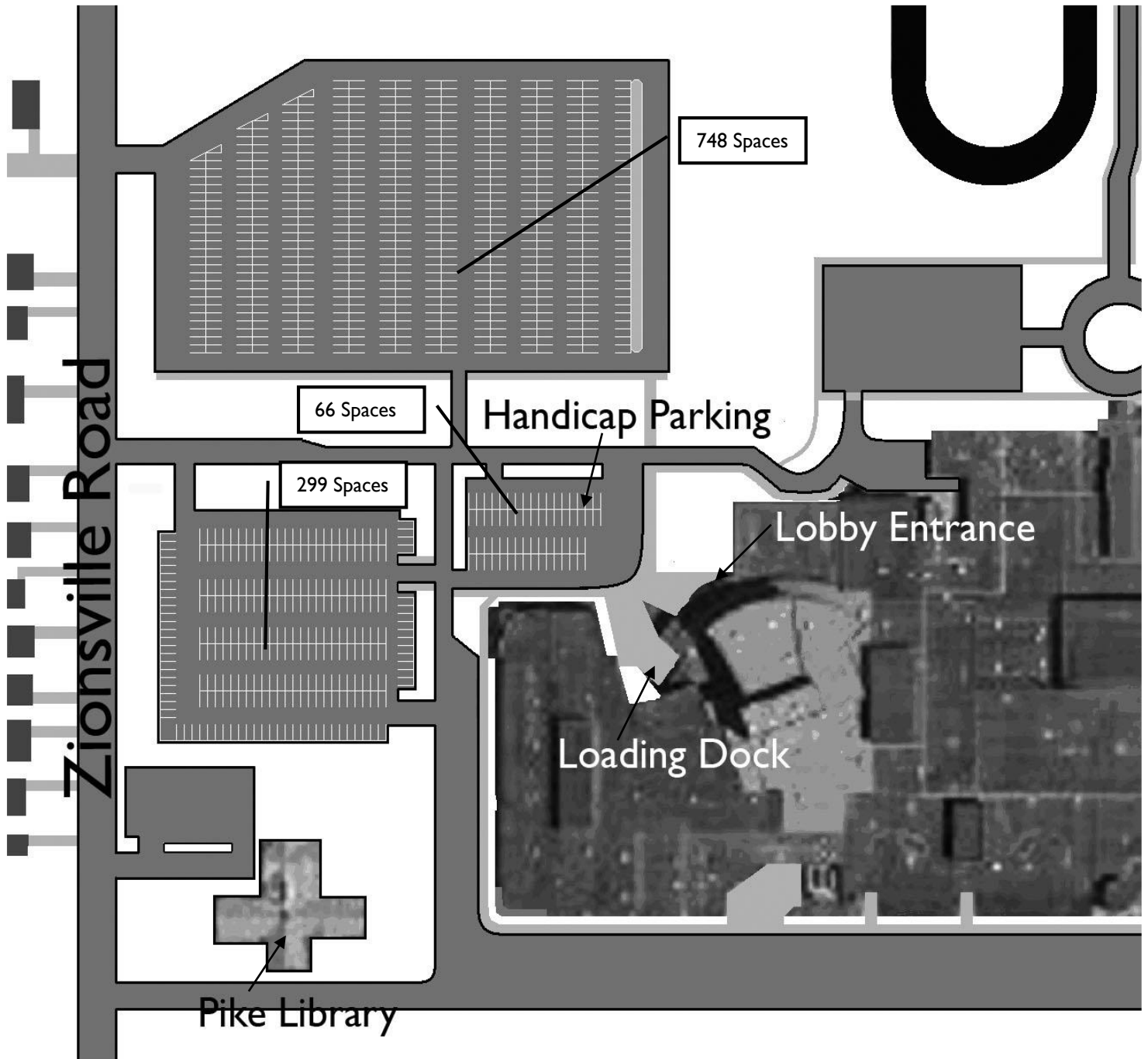
Pike Performing Arts Center
6701 Zionsville Road
Indianapolis, IN 46268
PPAC@Pike.k12.in.us

INFO LINE:.....216-5450
FAX:.....216-5460

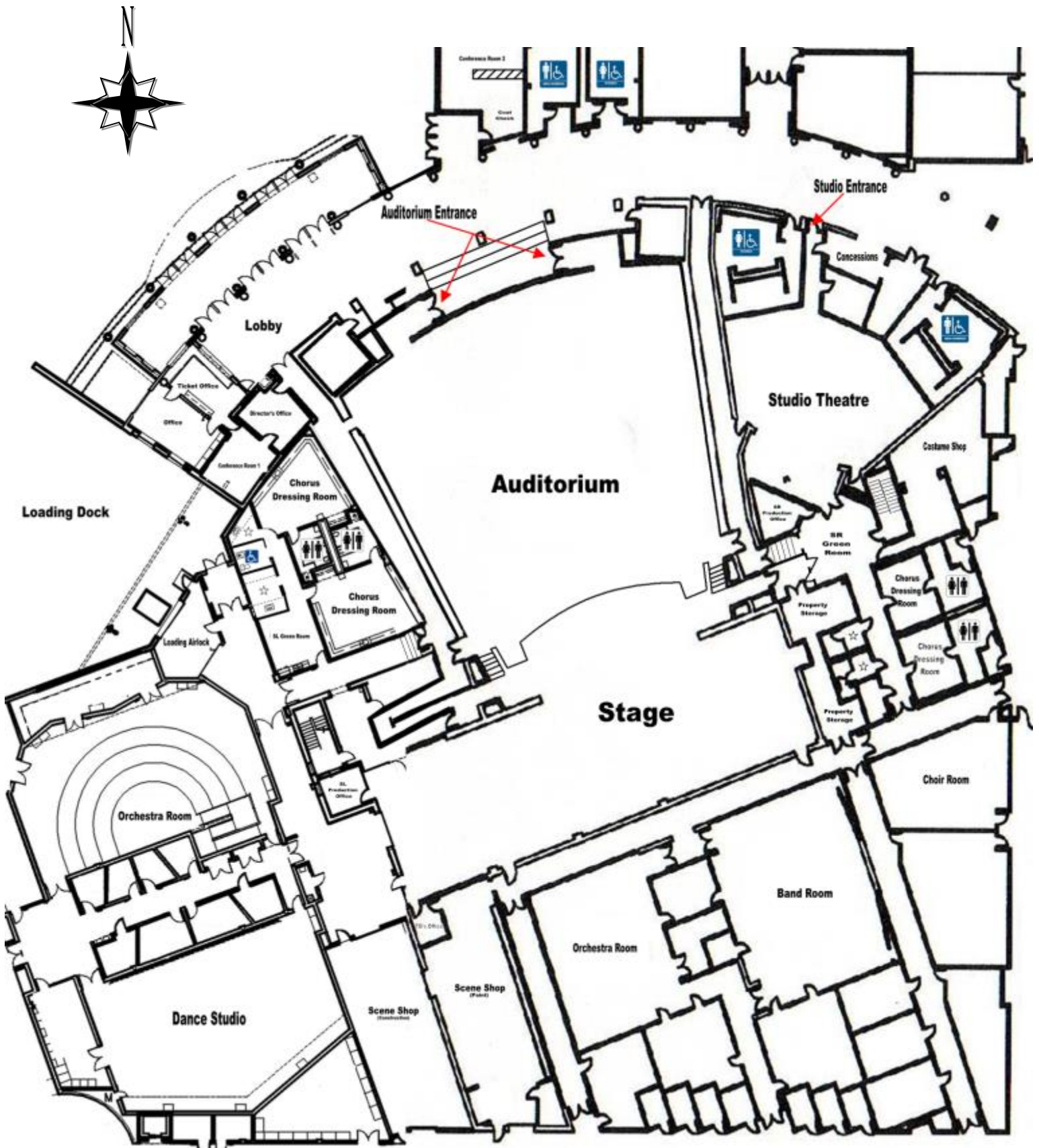


6701 ZIONSVILLE ROAD, INDIANAPOLIS, IN 46268

A different map should be inserted. This is difficult to follow, especially the building part. Too dark.

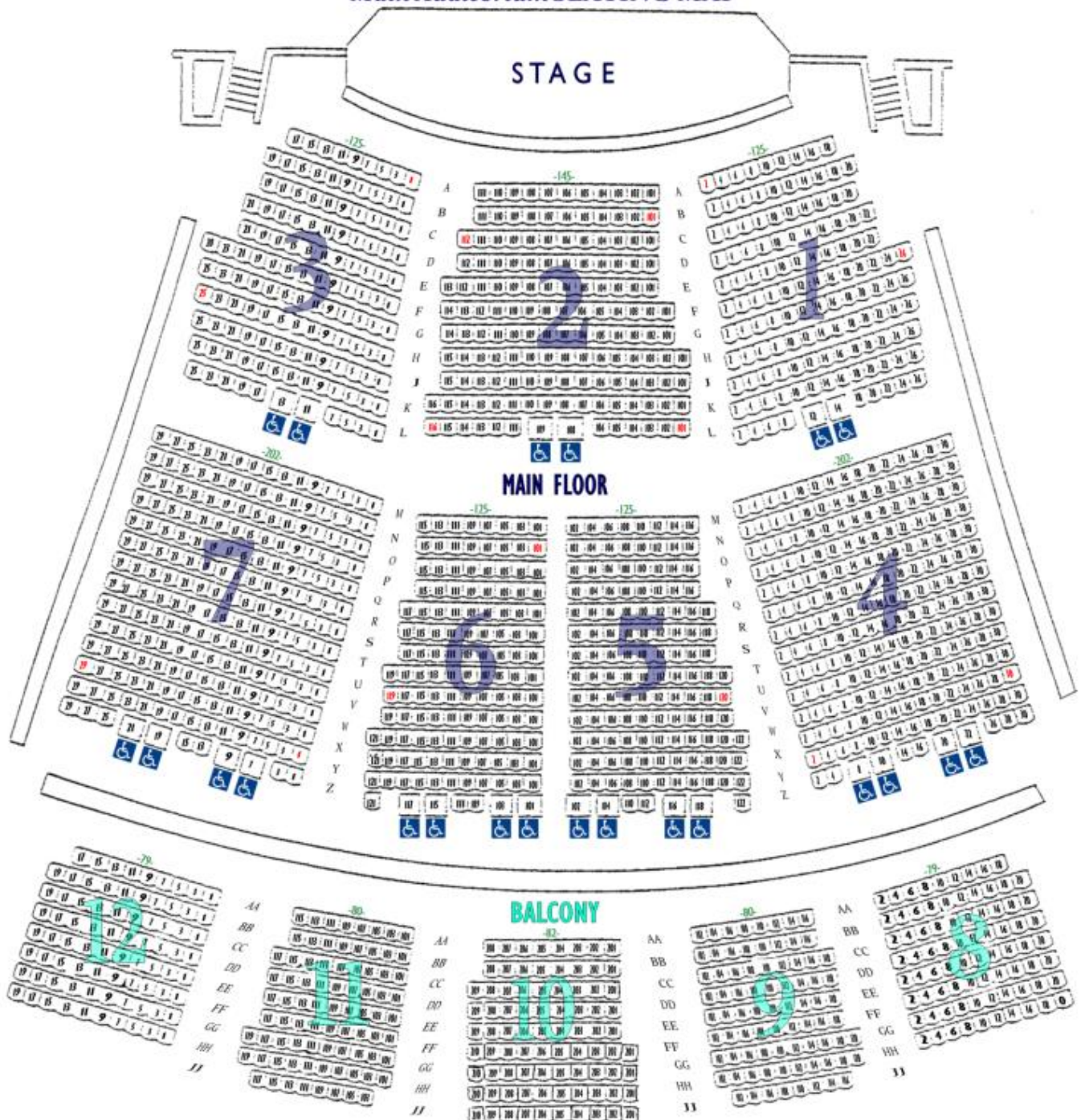


THE PIKE PERFORMING ARTS CENTER IS LOCATED ON THE NORTHWEST SIDE OF INDIANAPOLIS, 10-15 MINUTES OUTSIDE OF DOWNTOWN, AT 71ST STREET AND ZIONSVILLE ROAD.





PIKE PERFORMING ARTS CENTER
Main Auditorium SEATING MAP



NO FOOD OR DRINK ALLOWED IN THE MAIN AUDITORIUM AT ANY TIME.
NO FLASH PHOTOGRAPHY ALLOWED IN THE MAIN AUDITORIUM. PLEASE CHECK WITH THE CENTER DIRECTOR BEFORE ANY VISUAL OR AUDIO RECORDING.
SEATS HAVE BEEN REMOVED TO ALLOW WHEELCHAIR ACCESS WHERE INDICATED. SEAT NUMBERS IN RED HAVE MOVEABLE ARMRESTS.

