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VERONA AREA SCHOOL DISTRICT PERFORMING ARTS CENTERS

# **Rental Policies and Procedures Manual**

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## A) Procedures and Time Line for Rentals

- 1) Organizations may request the use of a Verona Area School District PAC by completing the VASD Facility Use Request Form.
  - a) The VASD will hold a date for 30 days from the date of initial inquiry, after which the date will be released unless an application has been received by the Verona Area School District.
  - b) The PAC will not consider a short term use agreement unless received and approved by VASD not less than thirty working days prior to the first day of an event.
  - c) No advertising shall be placed until a short term use agreement, certificate of insurance, and deposit have been received by VASD.
  
- 2) Applications will be reviewed by the Facility and Events Scheduling Coordinator and Managing Director.
  - a) VASD has the right to refuse any organization a short term use agreement.
  - b) If approved, the renting organization will receive a short term use agreement with the estimated rental charges, and a bill for a deposit.
  - c) If the application is denied, a written explanation will be sent.
  - d) Also note that there may be times when school functions are scheduled that will preempt an event previously scheduled. If this happens, we will try to give you at least 2 weeks notice and try to reschedule your function.
  
- 3) **The renting organization must submit a deposit and a Certificate of Liability Insurance with VASD named as Co-Insured and a minimum coverage of \$1,000,000.**
  
- 4) If the event is canceled, VASD will retain a percentage of the total estimate of rental charges to cover costs.
  - a) If canceled at least 7 days prior to the event, VASD will retain 10% plus any associated costs due to cancellation.
  - b) If canceled within 7 days of the event, VASD will retain 30% plus any associated costs due to cancellation.
  
- 5) It is the responsibility of the renting organization to:
  - a) Pay any state and county tax on sales.
  - b) Report all income to the Internal Revenue Service.

## **B) District Policies Regarding Rental of Facilities**

- 1) The following items represent a portion of VASD policy #830 regarding uses of the facilities. The full policy may be obtained by the applicant as that policy affects the conditions for rental. The applicant may also request the short term use agreement which shall serve as the final contract for rental. As stated, each document shall be considered conditions by which the renting organization will be bound once agreeing to take on the rental of the facility. By accepting a short term use agreement, the renting organization accepts responsibility of the school building and property assigned while the permit is in effect furthermore, to observe all federal, state and local laws and regulations, and all rules of the Verona Area Board of Education.
- 2) Closed Prep/Performance Time (CPPT) shall be the time designated for performing groups (users) to have exclusive use of the stage house. CPPT is permitted as follows:
  - Theatrical groups: thirteen (13) calendar days previous to closing performance day.
  - Musical groups: the day previous to concert day and concert day.
  - Dance groups: six (6) days previous to closing performance day and closing performance day.
  - Additional CPPT may be granted by the Facility and Events Scheduling Coordinator upon request as it is available and appropriate.
- 3) VASD 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.
- 4) During inclement weather the school may close regardless of any short term use agreements. Any rental charges will be eliminated for that day. If the school is open during inclement weather, it is the responsibility of the renting organization to determine their use of the space. Rental charges will be billed if required to cover costs of equipment, labor, etc. VASD 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 any fault or neglect by VASD or its failure to satisfy any obligations under the Use Agreement, the liability of VASD shall be exclusively limited to the refund of any amounts paid by the renting organization.
- 5) Parking permits are required on all vehicles which are parked on campus during regular schools hours. It is the responsibility of the renting organization to obtain parking permits from the Verona Area High School Office at 845-4400. Parking permits will not be required for audience members.
- 6) Alcoholic beverages and tobacco are not permitted on VASD premises.
- 7) Minors involved with an event must be supervised at all times. The renting organization is responsible for the conduct of all persons (including audience members) associated with the event.
- 8) All set pieces left in the PAC must be castored, easily removable to the scene shop, and of a size that does not interfere with class activities in the stage house or scenery shop until CPPT.
- 9) One custodian is required to be present after normal school hours. Normal school hours are from 7:30a.m. until 10:00p.m., Monday through Friday during the regular school year. All other times are considered overtime with a 2 hour minimum and will be billed to the renting organization.
- 10) In the event of tornado, members of the renting organization and audience must proceed to designated areas directed by the House Management VASD staff.

## **C) Policies Regarding Use of the PAC**

- 1) The PAC is owned and operated by the Verona Area School District. The first priority is given to VASD'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.
- 2) VASD reserves the right to secure a deposit of up to \$2,000 in advance. In the event of any damage, failure to pay amounts due on other violations of the Use Agreement, VASD shall have the right to apply the deposit for reimbursement thereof.
- 3) 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.
- 4) A PAC House Technician must be present at all times of occupancy. The cost will be billed to the renting organization.
  - a) The House Technician's call will begin one-half hour before the established call time.
  - b) All labor has a three hour minimum.
  - c) All staff will receive overtime pay for any time over 40 hours per week.
  - d) Unscheduled labor may not be provided.
  - e) Meals and breaks must be scheduled into work calls. Ten minute breaks must be given in a call longer than three hours. Meals may be 30, 45 or 60 minutes, and must be Included in a call six hours or longer.
- 5) 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 that additional equipment will be available. Please check the inventory of lighting, sound and soft good materials before you return the short term use agreement.
- 6) All staging, electric and sound plots must be approved by the Managing Director before load-in. Any setup deemed unsafe by the Managing Director shall be modified to the satisfaction of all parties. The cost of any such modification shall be born by the renting organization.
- 7) 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.
- 8) Any equipment required for the event other than what is listed In the PAC inventory shall be the responsibility of the renting organization. Any equipment on the PAC Inventory may become unavailable, at which time the Managing Director will inform the renting organization and a solution will be arrived at to the satisfaction of both parties.
- 9) The renting organization shall follow all fire code regulations regarding public performance including the use of flame resistant materials for scenic or design purposes.
- 10) Any use of pyrotechnics, smoke or chemical fog is allowed ONLY when use adheres to guidelines prescribed in Appendix A. If any afore mentioned materials are used, the PAC staff shall have the right to discontinue the performance until the items are extinguished and removed from the stage.

- 11) Food and drink of any kind is prohibited in the front of the house, onstage and in the dressing rooms at all times.
- 12) Latex products including balloons are strictly forbidden in VAHS including the PAC.
- 13) 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 striker. Nailing into the stage floor may be permitted, but shall require the renting organization to patch and sand the area after event.
- 14) Third party sponsors will not be allowed to distribute materials, place objects bearing sponsor's name or highlight their product or service. Event sponsors for a renting organization shall be limited to credit lines on banners and program material.
- 15) Parking for trucks or vans is limited to one vehicle at the PAC loading dock at a time and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is unloaded, it must move to the designated parking lot.
- 16) Any recorded or live music shall be limited to an output of no more than 100 db 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.
- 17) Any broadcasts, telecasts, recordings, etc., require prior written consent of the Managing Director.
- 18) The renting organization is responsible for all licensing rights for the performance and novelty sales.
- 19) VASD will provide a clean and unobstructed area for the event. It shall be the responsibility of the renting organization to maintain and restore the area to such condition.
  - a) Any lighting, masking, or sound plot that has been hung for the event must restore back to the house plot at the cost of the renting organization.
  - b) If the orchestra pit cover, acoustic or dance floor shell is used for an event, the cost of removal and Installation will be billed to the renting organization.
- 20) Users are responsible for keeping the rented space neat and orderly, and the floors swept or dry mopped. Non compliance will result in an additional cleaning fee of no less than one hour at a rate of \$35 per hour.
- 21) It is the responsibility of the renting organization to clean the dressing rooms and check the hall to secure all property belonging to the renter. Any items to be returned will be sent C.O.D.
- 22) The house technician shall complete a daily report of activity, services rendered, and equipment used. The user shall sign each copy and be given a copy of the dally report.
- 23) Renting organizations requiring use of additional school rooms will be billed for the additional space(s) at the corresponding hourly room rate.

## **D) Policies Regarding Front of House**

- 1) During all public performances, a VASD House Manager must be present a minimum of one hour prior to curtain time and until all audience members have evacuated the PAC. The cost will be billed to the renting organization.
- 2) No one from the renting organization is allowed inside the Box Office.
- 3) The doors to the PAC shall be opened no later than 30 minutes prior to curtain time. The house managers will have the authority to open doors at their discretion.
- 4) Food and drink of any kind is prohibited in the front of the house, onstage, and in the dressing rooms at all times.
- 5) Ushers are the responsibility of the renting organization. There must be a minimum of one usher per 200

expected audience members. If no ushers can be located by the renting organization, VASD reserves the right to hire an appropriate number of ushers for a three hour minimum. The costs will be billed to the renting organization.

- 6) VASD reserves the right to hire security for an event. All charges for security will be billed to the renting organization.
- 7) Concession and novelty sales will be counted as income from the event and charged as part of the percentage fee. If novelty sales are handled by an agent other than the renting organization, it is the responsibility of the renting organization to inform both their agent and the managing Director.
- 8) The PAC lobby shall be free of any obstructions and must conform to fire code regulations. Any tables or displays placed in the lobbies shall be approved by the Managing Director prior to set-up. A ten foot wide corridor must be maintained down the center of the lobby and from all exits leading into the lobby.
- 9) All free performances open to the public must be ticketed to prevent exceeding the capacity of the hall. Ticketing may exceed the PAC's capacity by no more than 5% per performance; however, the PAC will be filled on a first come basis and the capacity may not be exceeded. Complimentary tickets may not exceed 10% of the house capacity. Any free tickets over 10% of the house capacity shall be counted at full price for the purpose of calculation the PAC rental.
- 10) The renting organization will provide four complimentary tickets to VASD upon written request from the Managing Director.

## **E) Policies Regarding the Performing Arts Center (PAC) Box Office Service (Optional)**

If the renting organization elects to use the PAC Box Office as an outlet, the following policies apply.

- 1) The PAC Box Office Service is only available during the normal school year when the box office would normally be in operation. VASD and the PAC reserve the right to decline a request for box office service.
- 2) Tickets may be supplied by the renting organization.
- 3) The PAC Box Office will provide an accurate record of daily sales to the renting organization with the final billing. VASD will release a check, approximately two to three weeks the event, in the amount of the total sales. The sales tax is the responsibility of the renting organization.
- 4) The renting organization may elect to use other outlets for ticket distribution. VASD shall not be held liable for the accountability or loss of tickets handled by any outside ticket outlet.
- 5) The PAC Box Office will take ticket orders over the phone. We will not hold tickets nor take reservations without payment. Tickets are sold at the window with cash or checks made payable to VASD.
- 6) All sales are considered final. No refunds or exchanges.
- 7) Complimentary tickets may be granted by the renting organization. A list of names or actual tickets must be provided to the PAC Box Office. No one will be given complimentary tickets unless approved by the renting organization.
- 8) The service includes Box Office staff, tickets, phone service, mail order, and ticket accountability. Minimum two weeks of service at \$300. Additional weeks \$150 per week. Box Office service is available during normal school year only (see Box Office Service Agreement).

## **General Statement Regarding Facility Use**

The Performing Arts Center as part of the Verona Area School District is both an educational institution and a government agency; we are bound by many parameters and limitations. We ask that the renting organization realize that the first priority of the School District is not the use of the facilities as a rental house, but to the educational and community service mission. The service that you will receive by renting the facility will be capable and professional, but your presence on campus is for a short duration and the ongoing commitment to the educational process will receive a higher priority from school personnel. The staff of the PAC will be at your disposal and will assist in every way within the scope of their position.

## **Concession Service**

The VASD reserves the right to sell concessions at your event. All proceeds to be retained by VASD. Determined on per show basis.

## **Labor Charges**

- a) A house technician is required at all times at \$16.00/hour; \$24.00OT
- b) PAC Stage crew \$16.00/hour: \$24.00OT
- c) Front of house manager required for all ticketed events at \$34.00/hour
- d) Ushers \$12.00/hour
- e) Custodial fee \$35.00/hour (Custodial fee required for any use after 10:00p.m. Monday- Friday, after 3:00 p.m. and all day on Sat. and Sun.)
- f) PAC reserves the right to add additional labor and breaks if the crew call is not within realistic limits.

# APPENDIX A

## Performing Arts Centers Policy for Flammable Effects Onstage Flame, Smoke, And Flash

### 1. Licensing and Regulations

- a. The Bureau of Alcohol, Tobacco and Firearms of the Department of the Treasury requires persons who mix commercial binary chemical kits to create theatrical flash powder to obtain a manufacturer's license, and to post a copy of that license on the premises where the powder is mixed and used.
- b. The users of flammable effects shall comply with all pertinent regulations of the Bureau of Alcohol, Tobacco and Firearms, or any other Federal, State, or Municipal Agency, that governs the use, storage, manufacture or transport of flammable or hazardous materials for flammable effects in theatrical productions.

### 2. Notification

- a. Notify the Verona Fire Department of your intent to use flammable effects in a show, provide them with a list of materials to be used and stored, and obtain the necessary permits.
- b. Notify Verona Area School District Performing Arts Center in writing of your Intent to do flammable effects ten day in advance of the first use. Outline the effects you plan to use, the materials you plan to store, and how you plan to store them. Include a drawing of where devices will be on stage in relationship to the set, curtains, drops, set pieces, acting areas, etc.
- c. Arrange to demonstrate the effect for the Managing Director. He must be satisfied that the effect conforms to this policy before permission will be given to use them in a rehearsal or performance.
- d. The Managing Director will notify the Verona Fire Department of flammable effects being used by traveling attractions, telling them of the type of effect and the materials being used, and obtain the necessary permits.

### 3. Fireproofing

Check and retreat, if necessary, the fireproofing of all curtains, scenery, props and costumes that are used with or near flammable effects.

### 4. Flame On Stage

- a. Open flame is not allowed on stage.

### 5. Rash Powder

- a. Read and follow all manufacturers' instructions and cautions.
- b. Each individual chemical or compound shall be stored in its own, clearly labeled, wooden box (i.e. box for A, box for B, box for A&B).
- c. All individual containers of chemicals shall be clearly labeled as to their contents.
- d. No metal tools or implements shall be used to mix or measure chemicals. No tools shall be stored in the same box with chemicals.



- e. All chemical storage boxes shall be kept in a locked metal cabinet that is clearly labeled as to its contents. Access to this cabinet shall be restricted to the stage manager and those people directly involved in loading and firing the effect.
- f. An inventory and usage log shall be maintained for each chemical. All additions or subtractions from inventory shall be logged and initialed. The House Technician will verify starting and ending inventories and initial the log.
- g. Never mix more chemicals than necessary for immediate use. Always thoroughly mix two part powders in accurate portions.

## **6. Operators**

- a. All persons who prepare or operate flammable effects shall have received a copy of and have read this policy.
- b. The person or persons who load and operate flammable effects shall be eighteen (18) years of age or older.
- c. The PAC Managing Director shall approve the person or persons who load and operate flammable effects.

## **7. Usage**

- a. Equipment and devices used for flash powder effects shall be constructed of extremely solid, non-flammable material.
- b. Never fire flash powder in a device that contains the reaction in any way.
- c. Use a system that displays circuit status to both the remote operator and the onstage pyre technician.
- d. Always fire flash powder remotely with electric squibs or similar devices.
- e. The operator must have a direct view of the device, and direct communication with the onstage technician when firing the effect

## **8. Loading**

- a. Be sure the effect is disconnected before loading.
- b. Never load a hot container.
- c. Thoroughly clean all contacts and connections and remove all excess material from the effects chamber before loading.

## **9. Firing**

- a. Warn operator before plugging in the effect for firing.
- b. Don't break visual contact with the effect until it is fired. If anyone or anything is out of place and/or obstructing the effect, the effect should not be fired.
- c. The onstage technician shall stand by with an appropriate fire extinguisher when an effect is being used.
- d. Disconnect the effect immediately after use.
- e. Immediately remove all unused material from devices that misfire and dispose of safely.