

## The Marietta Performing Arts Center Facility Use Guidelines

The Marietta Performing Arts Center (“MPAC”) on the campus of Marietta High School is a facility of the Marietta City School District in Marietta, Georgia. This facility is available to the community for cultural and educational events as the schedule allows, subject to the terms and conditions below, and applicable District policies. The rental and use agreement is revocable by the District and is governed by O.C.G.A. §51-1-52.

The District reserves the right to be a partner in all programming at the performance center. Organizations seeking to utilize the facilities independently will be reviewed on a case-by-case basis for approval. Fees will be determined according to programming needs and the categorical rental structure. For programming partnerships, there will be a separate contract stipulating all financial and other conditions of the partnership arrangement.

### **The following priorities will govern the scheduling process:**

1. Marietta High School Fine Arts Departments/Cobb County Elections
2. MSGA Musical, ES Musicals, and MHS Essential Events
3. MHS Administration/MHS Departments
4. Marietta City Schools/Central Office Events
5. City of Marietta Government/Outside of District Organizations

### **The following categories have been established for the purpose of determining rental fees:**

#### **Category I: Marietta City Schools**

Any organized group or organization directly connected with Marietta City Schools. These organizations must be sponsored and approved by school and central office administration. Must have a designated faculty member to supervise. These are not groups that are external to our schools/system and happen to have a faculty member involved. Rental fees will not be charged, but other fees may apply depending on the event (equipment charges, labor charges, etc.).

#### **Category II: City of Marietta/Governmental Entity**

These events are directly sponsored activities by the City of Marietta or other governmental entity who use the school facilities for civic purposes, such as voting, community meetings, and shelter in an emergency. Rental fees will not be charged, but other fees may apply depending on the event (equipment charges, labor charges, etc.).

#### **Category III: Not-for-Profit Service Agencies/Community Partners**

Nonprofit organizations with 501(c)(3) tax exemption status or other public agencies whose primary purpose is to provide programs and/or services that serve the local neighborhood or community but are not explicitly designed and operated to advance the academic success of the children in Marietta City Schools. Included in this category are organizations, for profit or nonprofit, that are using the facility to raise revenue, e.g., dance groups, scouts, church groups, Rotary, etc. Must have proof of Liability Insurance coverage and non-profit status in accordance with this rental policy (for all non-school groups). Rental fees will be charged at 50% and other fees will be charged at full price.

**Category IV: Private Operated Group/Commercial Program**

Any private, non-district and/or profit-making group whose interests are limited primarily to the membership or for profit, e.g., business, vendors, private agencies, etc. Must have proof of Liability Insurance coverage in accordance with this rental policy (for all non-school and for-profit groups). Rental and other fees will be charged at full price.

For rental rates by category, see MPAC Facility Use Fee Schedule on pg. 6.

**LIABILITY INSURANCE**

The Lessee is required to carry insurance that covers their event in the MPAC. All users must provide a Certificate of Insurance (COI) in an amount of not less than \$1,000,000 aggregate single limit coverage, naming Marietta City Schools (250 Howard St Marietta, GA 30060) as an additional insured on a general liability insurance policy. Additional insurance limits may be required as determined by School District personnel based upon a review of the event.

**BASIC COMPONENTS INCLUDED IN STANDARD RENTAL**

The Lessee is provided with the use of the Grand Hall Foyer, East and West Galleries, Men's and Women's Restrooms, Dressing Rooms, Auditorium, and appropriate stage space in a basic rental agreement. Other spaces not listed may be available for use by any group with the approval of the MPAC Director. It is understood that the Foyer and Galleries may also have Marietta City School's materials and displays present and available to patrons.

**ADDITIONAL FACILITY RENTAL**

Use of the MPAC Box Office will incur a \$50 per day fee. Selling concessions approved by the MPAC Director will incur a \$100 flat rate. Use of the Band Room, Dance Studio, Choral Room, Orchestra Room, and Practice Rooms will incur a separate fee. See MPAC Facility Use Fee Schedule on Page 6 for additional rates.

**STAGE EQUIPMENT**

All sound, lighting, and projection equipment is available to the Lessee as specified in the rental fee structure. Additional equipment required must be cleared in writing with the MPAC Director in advance and this expense and its acquisition will be the responsibility of the Lessee.

**STAGE REQUIREMENTS**

All stage requirements shall be presented in writing and discussed with the MPAC Director at least two weeks in advance. Earlier notice may be needed depending on the complexity of staging requirements.

**STAGE LABOR**

The amount of stage labor will be determined by the artist's contract's technical rider where applicable. In all other cases, the number of stagehands needed will be the decision of the MPAC Director. Stage labor will be supplied by the District unless included in the artist's contract for services. All stage labor will be the expense of the Lessee. No outside persons may operate stage equipment, sound, or lighting instruments. Organizations wishing to employ their own staff to use MPAC equipment must first receive the written permission of the MPAC Director.

#### SCHOOL DISTRICT PERSONNEL

All questions and concerns regarding any aspect of facility use, whether technical, schedule, house, custodial or other should be addressed with the MPAC Director or his/her designee. The MPAC Director will take responsibility for seeing that concerns are addressed to the appropriate personnel.

#### ADVANCE DEPOSITS - Categories III & IV

A deposit in the amount of \$200 shall accompany the signed rental contract. A second deposit of the remaining estimated cost will be due four weeks prior to the program date. Final payment will include any additional usage and staffing costs which are due within ten (10) days after the event. Any Lessee who does not pay the final balance will not be allowed to schedule or use any school facilities in the future. Should the program be canceled by the Lessee the District will retain the actual amount to cover any costs incurred by the canceled program. Should the actual MPAC rental be less than the deposit amount (Total Estimated amount paid four weeks prior to event), the difference will be refunded to the Lessee.

#### CANCELLATION DUE TO EMERGENCY

Should the MPAC facility be destroyed or damaged to such an extent that the damage will substantially interfere with the use of the facilities, or should a strike, public emergency, or other unforeseen occurrence beyond the control of the MPAC Director prevent the use of the facility, then the MPAC Director and/or Lessee shall have the right to terminate this agreement. The Lessee would be liable only for charges due at the time of termination. Should the agreement be terminated, the Lessee waives any claim against the School District for damages and compensation.

#### HOLD HARMLESS CLAUSE AND DAMAGE PAYMENTS

The Lessee shall agree to save and hold free and harmless, the District, its officers, agents, and employees, from and against all claims, demands, loss, liability, cost, or expense of any kind or nature whatsoever which the District, its officers, agents or employees, or any of them may sustain or incur, or that may be imposed upon any of them, or injury to, or death of, persons or damages to property arising out of, connected with, or attributable to the rental, use, and occupancy of the facility. Lessee shall be held fully responsible for damage to District facilities incurred in relationship to their use of the facilities, whether intentional or unintentional, whether by authorized attendee(s) or unauthorized attendee(s) to their event. The Lessee will pay on demand for any loss or damage due to rental activity of the MPAC facility, and/or other leased spaces, equipment, or equipment belonging to professional talent brought in for/by the Lessee.

#### NON-EXCLUSIVE USE

Lessee understands that other activities may be taking place in other sections of the High School during the event scheduled in the MPAC. Lessee further understands that other events may be scheduled by the MPAC Director. Lessee will store sets, props, costumes, and other properties in areas designated by the MPAC Director. Parking is provided at the school and is usually sufficient for all activities on campus but is not guaranteed to be sufficient in every circumstance. No Lessee will be allowed more than one week of consecutive (daily) use of the MPAC.

#### FACILITY CONDITION AND LIMITATIONS

Lessee is responsible for maintaining and leaving the facility in the same condition as found. Lessee is responsible for repair and replacement costs for any damage which might occur to the facility and its contents. Only non-flammable sets and materials are permitted in the facility. The District is not responsible for any items brought onto the premises by the Lessee or its invitees, or attendees.

### CONTRACT

In all cases where professional talent is concerned, the Lessee must approve all contractual and technical riders with the MPAC Director before the MPAC rental contract is signed to see that there are no requirements that are contrary to Marietta City School's Policies.

### RADIO, TELEVISION, AND RECORDING

The granting of permission to broadcast via radio or television, or recording for other reasons, shall be done by mutual consent of the Lessee, the MPAC Director, and the artist or his/her agent. The written consent must be obtained in advance. Lessee should be aware that preparations necessary for broadcasting or recording may result in additional costs. The MPAC Director's permission is mandatory and final.

### PROMOTIONAL MATERIALS

Marietta City Schools reserves the right to distribute promotional materials concerning its own programs at any event held in the MPAC. Organizations of any type (School district, Educational Partners, community-based groups, etc.) must receive expressed permission from the MPAC Director to distribute any type of material on the premises of the MPAC. Promotional materials must relate to the event in progress or a future event to be presented by the Lessee and must be approved by the MPAC Director. It is understood that during the period following the opening of the exterior doors, through the closing of these doors after the final part of any program, only the Marietta City Schools or the Lessee has the right to distribute approved materials in the MPAC or on any school property. The Lessee, artists, or crews may sell or give periodicals, books, magazines, newspapers, novelties, photographs, programs, recordings, etc., but all items must be approved by the MPAC Director. Board Policy KJ is available upon request.

### FOOD and BEVERAGE CONCESSION

The MPAC Director retains sole authority in determining if any food and beverage items may be allowed to be sold and under which conditions. Priority on concessions will be given to student groups associated with Marietta High School Fine Arts programs, after which the MPAC Director will decide as to whether to use other groups within the schools to furnish and staff the concessions in the concessions booth. No other school or community group is permitted to operate concessions out of this area. The MPAC Director reserves the right to approve any other food or beverage sales in the lobby. If a group is approved, they will pay a flat fee of \$100 and will be able to sell their approved items in a designated area within the MPAC lobby. *It is understood that no food or beverage may be sold, given, or used in the Auditorium, including by the Lessee, artists, or crews.*

### OBJECTIONABLE PATRONS

Marietta City Schools reserves the right to remove or ask for the removal from the premises of any objectionable person or persons. The MPAC or its staff shall not be liable to the Lessee for any damage that may be incurred through the exercising of such right by the MPAC or its staff.

### SAFETY REGULATIONS

Safety regulations shall be in accordance with the City and State codes and shall be enforced by all involved.

### CAPACITY

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Lessee shall not admit to the Auditorium a larger number of people than can be legally seated (727 fixed seats + 12 removable seats along sides = 739 total).

### NO SMOKING

Smoking is prohibited at or on all public-school buildings and grounds, including parking lots. Any infraction of smoking regulations can cause the termination of the event and closing of the facility at the discretion of the Facility Coordinator or school administration.

### ALCOHOLIC BEVERAGES

Alcohol is prohibited at or on all public-school buildings and grounds. Any infraction of alcohol regulations can cause the termination of the event and closing of the facility at the discretion of the Facility Coordinator or school administration.

### DOORS OPEN

Lobby doors open to the public for all MPAC programs 1 hour prior to the beginning time stated on the rental contract, unless specifically arranged with the MPAC Director in advance.

### USHERS AND STAFFING

The MPAC does not provide ushers, box office staff, concessions, or other support personnel for events. These are the responsibility of the Lessee.

### SECURITY

Security may be required on a case-by-case basis at the discretion of the MPAC Director. All costs related to security shall be the responsibility of the lessee.

## MPAC Facility Use Fee Schedule

### 1. Categories

- a. Category I: Marietta City Schools
- b. Category II: City of Marietta/Governmental Entity
- c. Category III: Not-for-Profit Service Agencies/Community Partners
- d. Category IV: Private Operated Group/Commercial Program

### 2. Time

- a. MPAC operates from 7am – 11pm (16hr timespan)
- b. All hourly rentals are a minimum of 3hrs up to 6hrs
- c. Rental timespan is from first entry to last exit
- d. Day rate applies to any occupancy over 6hrs
- e. MPAC defines a rental “day” as a 10hr continuous period of time

### 3. Rates

- a. All rates apply to each rental day Monday through Sunday
- b. Rates apply whether a rehearsal day or a performance day
- c. Any hourly contract that exceeds 6 hours automatically converts to the day rate
- d. Any day contract that exceeds 10 hours is subject to an hourly rate of 1.5x the normal rate
- e. Any occupancy before 7am or after 11pm is subject to an hourly rate of 1.5x the normal rate
- f. Any occupancy after 12am is subject to an hourly rate of 2x the normal rate

### Rental Rates by Category

Space	Cat. I (District)	Cat. II (Gov.)	Cat. III (Non-Profit/Community)	Cat. IV (For-Profit)
<b>MPAC</b>	N/C	N/C	\$60/hr, 3hr min up to 6hrs \$420/day up to 10hr day	\$120/hr, 3hr min up to 6hrs \$840/day up to 10hr day
<b>Band Room</b>	N/C	N/C	\$50/hr or \$350/day*	\$75/hr or \$525/day*
<b>Dance Studio</b>	N/C	N/C	\$40/hr or \$280/day*	\$60/hr or \$420/day*
<b>Choral Room</b>	N/C	N/C	\$40/hr or \$280/day*	\$60/hr or \$420/day*
<b>Orchestra Room</b>	N/C	N/C	\$30/hr or \$210/day*	\$50/hr or \$350/day*
<b>Practice Room(s)</b>	N/C	N/C	\$15/hr or \$105/day	\$25/hr or \$175/day
<b>Cafeteria (additional custodial may apply)</b>	N/C	N/C	\$50/hr or \$175/day	\$50/hr or \$175/day
<b>Box Office</b>	N/C	N/C	\$50/day if renter uses own ticketing	\$50/day if renter uses own ticketing
<b>Concessions (no charge for 2 tables)</b>	N/C	N/C	\$100 flat rate if renter is selling	\$100 flat rate if renter is selling

\*Extra Rooms Per Hour: 3 hour minimum up to 6 hours, or Extra Rooms Per Day: up to 10 hours per day

### Equipment Charges

Christie projector/Proscenium screen	\$50/day
Mics	12 MiPro Handheld mics (\$20/mic/day) 16 Galaxy face mics & packs (\$20/mic/day) 16 DPA wig mics & packs (\$30/mic/day)
Monitors (2 included with rental, 2 additional available)	\$50/extra monitor
Stage Platforms (3'x6' or 4'x8')	\$10/each
Choral Risers (7 available)	\$15/section
Choral Shells (5 available)	\$15/shell
Art Display Board	\$15 flat fee
Tables/Skirts (18 available - 10 rectangle/8 round)	\$10/table
Yamaha C3 Grand Performance Piano	\$100/day
Wireless Headsets	\$40/day for set of 5
Hazers	\$25 flat fee for 2

### Labor Charges

Supervisory Fee	\$50/hour
Tech Audio/Visual	\$50/hour
Custodial	\$35/hour/custodian (4 hr. min.)
Security	\$60/hour (2 hr. min)

### Utilities

Utilities (power, gas, water)	\$20/hour
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