



**Sun Prairie Area School District**  
**Performing Arts Facilities**  
**Rental Agreement**

Revised January 2022

**SUN PRAIRIE AREA SCHOOL DISTRICT**  
**Use of the Performing Arts Facilities**

**A. Application/Approval**

1. The Performing Arts Center Manager is authorized to permit school, community, civic and public groups to use the Performing Arts Facilities when such use meets established facility use criteria (see SPASD Board Policy KG) and does not conflict with the regularly scheduled programs of the school. In the event a school activity is scheduled that conflicts with a previously scheduled non-school use, the school activity will have precedence.
2. All applicants must complete a Facility Use Request through the District's online facility use calendar and obtain the appropriate approvals. If approved, the user will receive a short-term use agreement with the estimated rental charges.
3. The District reserves the right to deny any Facility Use Request or terminate any agreement at any time with or without cause. In the event of such denial or termination, there shall be no claim or right to damages or reimbursement on account of any loss, damage or expense incurred. Use of facilities and/or equipment can be denied because of, but not limited to building maintenance, operations, security, weather conditions, lack of staff availability, or failure to pay previous charges in full.
4. District facilities are to be used only as designated on the Facility Use Request. The purpose of use must be stated on the request; deviation will be considered a breach of contract and may result in denial of future use of District facilities. Use of District facilities shall be restricted to activities that will not create unusual wear or depreciation on the facilities or equipment.
5. The Performing Arts Center Manager has authority over all performing arts facilities, control rooms, dressing rooms, lobbies, scene shop and costume /prop shop. These must be reserved through the Performing Arts Center Manager. Any rooms other than those listed are outside of the performing arts facilities' jurisdiction and must be requested through the District's on-line facility use calendar.
6. All cancellations or changes must be made through the Performing Arts Center Manager at least three (3) business days prior to the scheduled usage or the user may be billed for the entire facility use fee or the actual costs incurred by the District.

7. Use of facilities on school observed holidays or emergency closure days (i.e. inclement weather) are not available. Requests for these days must be authorized by the District Administrator or designee. In the event of an emergency closure, facility rental charges will be waived for each day of closure. Facility users will be invoiced for costs related to moving of furniture or equipment that was required for the activity or event. If school is open during inclement weather, it is the responsibility of the facility user to determine their use of the Performing arts facility. The District shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God, or for any other reason whatsoever. In the event any fault or neglect by the District or its failure to satisfy any obligations under the Facility Use Agreement, the liability of the District shall be exclusively limited to the refund of any amounts paid by the facility user.
8. It is the responsibility of the renting organization to pay any state and county tax on sales and report all income to the Internal Revenue Service..
9. The Performing Arts Center Manager, or assigned personal, will be on duty for all events in the Performing Arts Center, and fees will be applied to the rental fee. The staffing of the event will be determined by the PAC Manager based on availability and the amount of labor needed for the event.

#### **B. Supervision**

1. The Performing Arts Center Manager has final authority over all the performing arts facilities, including the control rooms, box office, scene shops, backstage, trap room, orchestra pit, and dressing rooms.
2. Applications are approved for specific facilities, areas and date(s)/times(s). Facilities will be opened only if there is an approved Facilities Use application on file. Users are responsible for ensuring that unauthorized areas/portions of the building are not entered and the premises are vacated as scheduled.
3. All activities staged and operated in any performing arts facility will be attended and monitored by at least one school district employee. The school district employee will be responsible for the cleanliness and security of the building and will ensure the comfort and well-being of persons in the building. The school district employee will not serve as a supervisor for the organization using the facilities.
4. Users shall designate one or more on-site representative(s) as person-in-charge. The person-in-charge shall be present when the facility is opened for their use and remain on-site during the activity.
5. In the event of an emergency situation, such as fire or severe weather, the user's person-in-charge shall direct all attendees per posted emergency procedures. The user's designated person-in-charge shall be responsible for the welfare of all attendees in the event of an emergency.

6. Users shall provide a sufficient number of responsible adults (age 21 or over) to serve as supervisors, chaperones or crowd control to ensure that the activity or event will be safely controlled and to ensure proper use/care of District property for the duration of the facility use.

7. The user is required to inform all of their participants of the Performing arts facility house rules, particularly concerning food, drink, housekeeping and safety procedures. This includes, but is not limited to, production company members, volunteers, parents, audience members and others observing rehearsals, and any other groups and/or individuals associated with or peripheral to the rehearsal and event. The Performing Arts Center Manager reserves the right to remove anyone if he/she is not following Performing arts facility rules. If a user organization or any of their participants, audiences, etc., does not adhere to the Performing arts facility house rules, the user organization may not be permitted to rent the Performing Arts Facilities for future use.

### **C. Performing arts facility Use Regulations/Limitations**

1. School representatives and local safety officials shall have the right to inspect any facility at any and all times and require compliance with the rules that may be necessary for the safety of such facilities and the occupants.

2. Installation of any decorations that require the use of nails, screws, bolts, etc. is not allowed. Tape, wax or glue shall not be used on any drywall, block construction, walls or wood. Safety precautions shall always be followed.

3. The possession or use of alcoholic beverages or controlled substances is not allowed on District property. Persons under the influence of intoxicants or controlled substances are not permitted in District facilities or on District grounds. Failure to comply will result in contacting the police as this is a Wisconsin state law. All future rentals by an organization or group of people who fail to uphold this rule will be prohibited.

4. Gambling of any kind is not allowed.

5. Property of non-school groups or organizations may not be stored in District facilities or premises without the prior approval of the Performing Arts Center Manager. The District is not responsible for lost, stolen or damaged property stored in District facilities or on District premises.

6. Refreshments/food may be served only in designated areas, as identified by the Performing Arts Center Manager. **Absolutely no food or drink is allowed in the auditorium or backstage at any time – no exceptions.**

7. For security purposes, all users are required to use designated entrances only.

8. Users are expected to clean up and return all furniture/equipment to its original location/configuration following use of the facility. Any clean up beyond normal duties or

moving of furniture/equipment performed by District personnel will be charged directly to the user.

9. School equipment shall not be taken from the school premises without written prior approval.

10. All participants and audience members are required to park in marked stalls. Parking is NOT permitted anywhere else, including alongside the building, walkway, or driveway.

11. Failure to comply with District facility use regulations/limitations, District policies or procedures and local, state, and federal laws/ordinances, fire codes, and safety regulations may result in termination of the facility use agreement and possible denial of future facility use requests.

#### **D. Liability/Insurance/Damages**

1. The District has liability insurance that covers only the school district. Facility use applicants shall be required to provide proof of insurance. Proof of insurance must include comprehensive, general liability, policy limits of not less than \$1,000,000 single limit per occurrence for bodily injury, and property damage that names the "Sun Prairie Area School District" as "Additional Insured". The certificate of "additional insured" shall be sent to the District Fiscal Services Office a minimum of fifteen (15) days PRIOR to the scheduled facility use.

2. The Deputy District Administrator (Business and Operations) has the authority to waive the insurance requirement with appropriate rationale.

3. Individuals or groups using District facilities or premises shall agree to indemnify, save and hold free and harmless, the Sun Prairie Area School 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 the property arising out of, connected with, or attributable to rental, use and occupancy of Sun Prairie Area School District facilities and equipment.

4. Local, state, and federal laws/ordinances, fire codes, and safety regulations must be observed. Users are responsible for becoming informed of applicable ordinances, codes or regulations. Users are required to report any unsafe conditions immediately to the appropriate school representative.

5. Users are responsible for any citations and fines as a result of their non-compliance with ordinances, codes or safety regulations. Users are also responsible for any injuries and/or damages that result from their non-compliance with laws, ordinances, codes or safety regulations.
6. Users shall be responsible for reimbursing the District for all costs associated with fire/police/EMS response to false alarms resulting from the individual or group's use of District facilities.
7. Users shall be liable to the District for any expenses incurred as the result of damage to school property over and above normal wear. Users who fail to reimburse the District for damage to school property shall be denied future use of school facilities. The District will not be responsible for loss of property on the part of groups/organizations or individuals using school facilities, nor for personal injury incurred while on school property. Users are expected to provide proper supervision to avoid such losses and injuries and to carry appropriate insurance protection against such contingencies.

**E. Backstage, Equipment and Tech Use Regulations/Limitations.**

The user organization must work with the Performing Arts Center Manager regarding the set-up of any Performing arts facility.

1. All facility, time, labor, and equipment required for the event must be discussed with the Performing Arts Center Manager in advance of the event. Meeting last minute requests for additional time and labor may not be possible nor will the District guarantee that additional equipment will be available. Please check the inventory of lighting, sound, and materials.
2. Any special technical requirements (including scenery load-ins, specialty lighting gels or gobos, lighting plots, advance set-up, sound mixing, etc.) will be at the cost of the user and prearranged in advance.
3. Any changes made to the standard house set-up in each Performing arts facility must be restored at the cost of the user.
4. No one may operate any facility equipment, unless approved by the Performing Arts Center Manager.
5. No one is allowed on the catwalk, technical balcony, rigging stairs, behind the soundboard, or in the light booth without the approval of the Performing Arts Center Manager.

6. If the orchestra pit cover or orchestra shell is used for an event, the cost of the removal and/or installation will be billed to the user organization.
7. All staging, electric and sound plots must have prior approval by the Performing Arts Center Manager. Any setup deemed unsafe by the Performing Arts Center Manager shall be modified to the satisfaction of the District as determined by the Performing Center Arts Manager. The cost of any modification is the responsibility of the user.
8. All scenery, wagons, scenic shift items, and/or equipment (lighting, sound, special effects, etc.) must be approved by the Performing Arts Center Manager before they may be used in the facility.
9. No modification of the rigging system will be allowed. Any items to be flown or to otherwise utilize the rigging system must be approved by the Performing Arts Center Manager and hung to his/her standards. Absolutely no unsafe or questionable items will be hung or flown in the facility
10. Removal, relocation, or alteration of the stage curtains or borders may only be made with the approval of the Performing Arts Center Manager. Requests for changes must be made in advance. Any soft goods removed from the baton must be properly stored according to the Performing Arts Center Manager requirements.
11. Any equipment required for a scheduled event other than equipment listed in the facility inventory must first be requested in writing on a timely basis. The actual rental charge for the equipment will be billed to the user. In the event any equipment on the facility inventory is unavailable, the Performing Arts Center Manager will inform the user on a timely basis.
12. The lobby shall be free of any obstructions and must conform to fire code regulations. The Performing Arts Center Manager must approve any tables or displays placed in lobbies prior to setup.
13. The user shall not post signs or affix banners to the building without prior consent of the Performing Arts Center Manager. No items may be attached or mounted to the physical structure without prior approval. No items or hardware may be affixed to the stage floor or adjoining Performing arts facility areas. No holes may be drilled or other modifications made. No attachments may be hung on curtains.
14. No painting is allowed without prior approval of the Performing Arts Center Manager; and then only in approved areas.
15. No costumes or makeup are allowed in the Performing arts facility house and seating areas without prior approval of the Performing Arts Center Manager. Any additional cleaning and/or custodial time made necessary by this or any other activity will be billed to the user.

16. The user shall follow all fire code regulations regarding public performance, including the use of flame resistant materials for scenic or design purposes.

17. Any use of open flame, pyrotechnics, strobe lights, smoke or chemical fog, hazers, etc. is strictly prohibited unless prior approval of the Performing Arts Center Manager is obtained. If aforementioned materials are used without prior approval, the Performing Arts Facilities staff shall have the right to discontinue the performance. If approved, any use of the above-mentioned items must be listed in the program book and/or in a pre-show announcement.

18. Parking for vehicles at the Performing Arts Facilities loading zones is limited to one vehicle 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 be moved to a designated parking lot.

19. While it is the user's responsibility to establish safe sound levels, the Performing Arts Center Manager shall have the authority to change the levels, if required, during a performance. This includes any sound or AV equipment used in or around the Performing Arts Facilities areas.

20. Any broadcasts, telecasts, recordings, etc. require prior written consent of the Performing Arts Center Manager.

21. The user is responsible for all licensing rights for the performance and novelty sales, including the use of music or sound bites. The user is responsible for retaining rights from ASCAP, BMI or any other organization holding the rights to copyrighted material. The Sun Prairie Area School District is not responsible for any of these rights.

22. It is the responsibility of the user to remove all equipment, scenery, costumes, etc. immediately following the said rental, clean the dressing rooms and stage and check the hall to secure all property belonging to the user. Any items left behind shall be forfeited. Any custodial time required beyond general cleaning will be billed as an additional fee to the user organization.

23. Any problems, including loss, damage or injury, in any Performing arts facility must be immediately reported to the Performing Arts Center Manager. The user will be responsible to reimburse the Sun Prairie Area School District for any loss, damage or injury.

#### **F. Front of the House Use**

1. During all public performances a House Manager, as designated by the Performing Arts Center Manager, will be present a minimum of one hour prior to curtain time and will remain until all audience members have vacated the facility.



2. House doors will open 30 minutes prior to the start of the event. However, if necessary, the user will have the authority to determine when to open doors. House doors will be opened by Theater staff only.
3. Request for ushers, docents and ticket sellers must be made through the Performing Arts Center Manager at least 2 weeks prior to the event and can not be guaranteed to be provided.
4. The District reserves the right to hire security for an event. All charges will be billed to the user.
5. The posted seating capacity for each facility may not be exceeded in any circumstance pursuant to Fire Code.
6. Upon written request from the Performing Arts Center Manager, the user will provide four complimentary tickets per performance to the District.
7. All users selling reserved seating tickets for their event are required to use the SPASD ticketing system.

**G. Agreement:**

The applicant agrees to abide by the rules, regulations, and policies formulated by the Sun Prairie Area School District (SPASD) regarding the use of its facility, agrees to pay expenses incurred and billed by the SPASD, agrees to be responsible for careful and prudent use of the SPASD facility, and to be responsible for any damages that occur. Further, the applicant (user), shall indemnify and save harmless the SPASD (lessor) from and against any and all loss, cost, (including attorney's fees) damages, expenses, and liability (including statutory and liability under worker compensation laws) in the connection with claims for the damages as a result of injury or death of any person or property damages to any property sustained by the lessee, its employees, and all persons, which arise from or in any manner grow out of an act or neglect on or resulting from the use of lessor's facilities and equipment by lessee, lessee's agents, employees, and invitees, or another person during the rental agreement. The School Board reserves the right to compel a showing of financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing facility.

A Certificate of Insurance showing Commercial General Liability with the SPASD named as an additional insured and a minimum per occurrence coverage limit of \$1,000,000 and a Fire Damage limit of \$300,000 is required. A Certificate of Insurance showing Auto and Worker Compensation coverage and limits acceptable to the SPASD may be required as a condition of this lease agreement. The cost of this coverage is to be paid by the lessee. In the event any fault or neglect by the SPASD or its failure to satisfy any agreed upon written obligations, the liability of the SPASD shall be exclusively limited to the refund of any amounts paid by the user or due under the agreement.

The SPASD is an equal opportunity employer and does not discriminate on the basis of race, national origin, religion, age, sex, handicap disability, or other basis by applicable fair employment laws and regulations. Authorization for use of the school facilities shall not be considered as an endorsement of or approval of the activity, group, or organization nor the purpose they represent.

**I have received, read, and agree to abide by the guidelines set forth in the SPASD Performing Arts Facilities Policies and Procedures.**

Signed:

Date:

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Authorized Representative of Organization

Name:

(Please Print)

Signed:

Date:

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Sun Prairie Performing Arts Center Manager

Name:

(Please Print)