

2024-2025 FACILITY RENTALS

J.O. COMBS UNIFIED SCHOOL DISTRICT
43371 N. KENWORTHY RD.
SAN TAN VALLEY, AZ 85140
(480) 987-5310 | WWW.JOCOMBS.ORG

Combs
J.O. Combs Unified School District
Learning Today. Leading Tomorrow

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INTRODUCTION

The J.O. Combs Unified School District is pleased to open its doors to community members, non-profit groups and businesses of all sizes. Facilities are available to rent at all of our site locations in San Tan Valley, Arizona.

List of sites and facilities:

Combs Traditional Academy	(37327 N. Gantzel Rd., San Tan Valley, AZ 85140)
Ellsworth Elementary	(38454 N. Carolina Ave., San Tan Valley, AZ 85140)
Harmon Elementary	(39315 N. Cortona Dr., San Tan Valley, AZ 85140)
Ranch Elementary	(43521 N. Kenworthy Rd., San Tan Valley, AZ 85140)
Simonton Elementary	(40300 N. Simonton Blvd., San Tan Valley, AZ 85140)
Combs Middle School	(37611 N. Pecan Creek Dr., San Tan Valley, AZ 85140)
Combs High School	(2505 E. Germann Rd., San Tan Valley, AZ 85140)
Combs Center for Success	(301 E. Combs Rd., San Tan Valley, AZ 85140)
Combs Performing Arts Center	(2505 E. Germann Rd., San Tan Valley, AZ 85140)
District Office	(43371 N. Kenworthy Rd., San Tan Valley, AZ 85140)

Available amenities include:

- Multipurpose rooms containing stages and seating
- Full size gymnasiums and meeting rooms
- Indoor and outdoor basketball courts
- Athletic practice fields for softball, baseball, soccer, tennis, football, track and field, and open use
- And the Combs Performing Arts Center, boasting a 500 seat auditorium, dance studio, state of the art technology, and balanced acoustics for amplified sound and live performances.

**ATTACHMENT 1:
FACILITY USE APPLICATION**

FACILITY USE APPLICATION

Date of Application: _____ Check One: Non-for Profit (submit proof of 501(c)3 status) For-Profit

Name of Organization: _____

Binding Representative of Organization: _____ Title: _____

Phone: _____ Email: _____

Billing Address: _____ City, State, ZIP: _____

Facility Use Request Details

Purpose of Facility Use (e.g. meeting, class, game, practice): _____

Dates	Day(s) of the Week	Times (include set up/clean up)	School Name/Spaces	Participants
				_____ # Adults _____ # Youth
				_____ # Adults _____ # Youth
				_____ # Adults _____ # Youth

Please describe how the space will be used, what types of activities will be taking place, the set up of the space, and any specific needs related to equipment.

Will children/adults pay to participate in the event? Yes No Will food and/or drinks be served? Yes No

Vendors selling food and/or drink must be approved by Marketing and Community Relations and agree to follow board policy KF-EA.

Signing below indicates my understanding that:

- Requests to use J.O. Combs facilities are to be initiated a minimum of ten (10) business days before the requested use. Requests made less than five (5) business days prior to the event may not be accepted or approved.
- Payment of projected fees is to be received by the District office within five (5) business days prior to the use date. Fees may be paid only in Money Order, Cashier's, Personal or Business check. Late payments will incur an additional \$35 fee.
- A valid Certificate of Liability Insurance naming J.O. Combs USD as an "additional insured" must be received by the District office five (5) business days prior to the date of facility use. Minimum limits are two million dollars (\$2,000,000) for bodily injury and ten thousand dollars (\$10,000) for property damage.
- Failure to provide notice of change or cancellation within five (5) business days of the event (for all facilities with the exception of the Combs Performing Arts Center) will result in a \$35 fee. Failure to provide notice of change or cancellation within fourteen (14) calendar days of the event for the Combs Performing Arts Center will result in a \$35 fee in addition to loss of initial \$150.00 deposit.
- Smoking and the consumption of alcoholic beverages are prohibited on District property at all times (Policy KF-EA); food and drinks are not allowed inside the gymnasiums or the Combs Performing Arts Center.
- A \$30 restroom restock fee may be applied depending on size and duration of events.
- A designated representative must have a copy of the rental permit while on site during the rental dates and times.
- When using the CPAC, the renter must also abide by all terms and conditions contained in the Master Agreement (Appendix A).
- I have read and agree to abide by the information contained in the Facility Rental Packet including all policies and exhibits therein.

Authorized Signature of Organization Representative _____

For School Use Only

Approved: Disapproved:

Reason: _____

Custodial/Facility Ranger Personnel Needed: Yes No Hours Needed: _____

AV/IT Technician Needed: Yes No Hours Needed: _____

Security Personnel Needed: Yes No Hours Needed: _____

CPAC Venue Supervisor Needed: Yes No Hours Needed: _____

Staff Assigned to Event: _____ Phone: _____

Administrator Approval: _____ Date: _____

For District Use Only:

Class _____ Proof of Insurance _____ 501(c)(3) _____ Invoice # _____

Use Contract:

Facility Rate \$ _____ x _____ hours = \$ _____

Facility Rate \$ _____ x _____ hours = \$ _____

Facility Rate \$ _____ x _____ hours = \$ _____

Personnel \$ _____ x _____ hours = \$ _____

Equipment _____ \$ _____

Additional Fees _____ \$ _____

TOTAL \$ _____ per _____ (event, week, month)

Marketing and Community Relations Department Approval _____ Date _____

Superintendent Approval (if necessary) _____ Date _____

Notes:

**ATTACHMENT 2:
FACILITY USE GROUP CLASSIFICATIONS**

FACILITY USE GROUP CLASSIFICATIONS

Per Governing Board Policy, J.O. Combs Unified School District (District) leases school property and facilities. The fee schedule, documentation required by the organization, and benefits offered to an organization associated with the lease of District property and facilities are delineated with a Class structure. In order to determine the Class, the organization and/or its purpose will be considered.

Class I

This facility use is exclusively for organizations associated with J.O. Combs Unified School District, District-sponsored organizations and organizations that promote the specific educational function of the District where reciprocal agreements exist. This class of facility user will be charged the direct costs of using the facility, but not the standard room/facility rate charged such as personnel or out-of-pocket costs incurred by the District.

- *Examples:* P.T.O., Student Organizations, Student Clubs, Booster Clubs, Staff Development, Elections.

Class II

This facility use is by non-profit organizations (with proof of a letter of determination indicating a 501(c)(3) status approved by the Internal Revenue Service [IRS]) whose academic or recreational activities directly service school-age students and are not paid and do not derive a financial benefit from the activity. This class of user will be charged the established use fee for the room/facility utilized and any other personnel or other out-of-pocket costs incurred by the District.

- *Examples:* Non-profit Youth Organizations, Youth Sports Groups, Scouts, Little League, Pop Warner

Class III

This facility use is for non-profit organizations that do not meet Class I or Class II definition. This class of user will be charged the established use fee for the room/facility utilized and any other personnel or other out-of-pocket costs incurred by the District.

- *Examples:* Churches, Homeowner Associations, Adult Civic Organizations, Community Organizations. Federal, State and Local Governmental Units, Officials when conducting community or official business for which no reciprocal agreement exists.

Class IV

This facility use is for all organizations not meeting the definitions of the other classifications. Any activity of a profit-making organization conducted for the purpose of donating profits or proceeds to the District or to a public charity does not change the rate from this schedule. This class of user will be charged the established use fee for the room/facility utilized and any other personnel or other out-of-pocket costs incurred by the District.

- *Examples:* Any commercial or profit-making organization or individual regardless of the purpose of their use.

**ATTACHMENT 3:
FACILITY USE FEE SCHEDULE**

COMMUNITY USE OF DISTRICT FACILITIES
 2024-2025 Facility Use Fee Schedule
 (Facility Use Rates are hourly *unless otherwise noted*)

Facility (Hourly Fees)	Class I	Class II	Class III	Class IV	
Classroom	No Charge	\$15.00	\$25.00	\$52.00	
Multipurpose Room/Cafeteria	No Charge	\$30.00	\$57.00	\$92.00	
Media Center	No Charge	\$25.00	\$35.00	\$70.00	
High School Stadium Field	No Charge	\$115.00	\$150.00	\$240.00	Addtl Light Charge \$40/hour (2 hour minimum)
Middle School Fields	No Charge	\$20.00	\$25.00	\$30.00	Addtl Light Charge \$40/hour (2 hour minimum)
High School Practice Fields & Courts	No Charge	\$25.00	\$35.00	\$60.00	
High School Field Restrooms/Set	No Charge	\$15.00	\$15.00	\$20.00	
Elementary Fields & Courts	No Charge	\$15.00	\$20.00	\$35.00	
Middle School Gymnasium	No Charge	\$30.00	\$58.00	\$104.00	
High School Gymnasium	No Charge	\$46.00	\$92.00	\$138.00	
Parking Lots	No Charge	\$15.00	\$25.00	\$40.00	
District Office Board Room	No Charge	\$25.00	\$35.00	\$70.00	
Combs Performing Arts Center (Performance Day)	No Charge	\$125.00	\$135.00	\$175.00	
Combs Performing Arts Center (Loading/Rehearsal Day)	No Charge	\$40.00	\$50.00	\$75.00	
Black Box Theater	No Charge	\$25.00	\$35.00	\$50.00	
Dance Room	No Charge	\$45.00	\$55.00	\$85.00	
Personnel (Hourly Fees)	Class I	Class II	Class III	Class IV	
Custodial/Facility Ranger (CPAC Rentals Require Three Hour Minimum)	No Charge	\$39.00	\$39.00	\$39.00	
Restroom Restock Fee (over 25 people)	No Charge	\$30.00/event	\$30.00/event	\$30.00/event	
Cancellation/Change/Late Fee	No Charge	\$35.00/rental	\$35.00/rental	\$35.00/rental	
AV/IT Technician	No Charge	\$35.00	\$35.00	\$35.00	
Security	No Charge	\$35.00	\$35.00	\$35.00	
CPAC Venue Supervisor	No Charge	\$35.00	\$35.00	\$35.00	

COMMUNITY USE OF DISTRICT FACILITIES
 2024-2025 Facility Use Fee Schedule
 (Facility Use Rates are hourly *unless otherwise noted*)

Equipment (Flat Rate Per Day)	Class I	Class II	Class III	Class IV
Podium (No Audio)	No Charge	\$10.00	\$10.00	\$10.00
Podium (With Audio)	No Charge	\$25.00	\$25.00	\$25.00
Folding Tables	No Charge	\$10.00	\$10.00	\$10.00
DVD w/Monitor	No Charge	\$25.00	\$25.00	\$25.00
Stage Monitors	No Charge	\$25.00	\$25.00	\$25.00
School PA or Portable Sound	No Charge	\$50.00	\$50.00	\$50.00
AV System	No Charge	\$75.00	\$75.00	\$75.00
Seating Set-up (per 100 people)	No Charge	\$20.00	\$20.00	\$20.00
Screen Projector (CPAC)	No Charge	\$25.00	\$25.00	\$25.00
Microphone	No Charge	\$50.00	\$50.00	\$50.00
Platforms	No Charge	\$25.00/platform	\$25.00/platform	\$25.00/platform
Piano	No Charge	\$50.00	\$50.00	\$50.00
Spike Tape (Per Roll)	No Charge	\$10.00	\$10.00	\$10.00
Gaff Tape (Per Roll)	No Charge	\$35.00	\$35.00	\$35.00
Light Up Stage	No Charge	\$75.00	\$75.00	\$75.00
Dance Floor (Moveable Marley Floor)	No Charge	\$150.00	\$150.00	\$150.00
Orchestra/Band Shell	No Charge	\$75.00	\$75.00	\$75.00
Choir Riser	No Charge	\$75.00	\$75.00	\$75.00
Music Stands (Per Stand)	No Charge	\$5.00	\$5.00	\$5.00
Chairs Musician/Folding (Per Chair/Day)	No Charge	\$5.00	\$5.00	\$5.00
Food Trucks	No Charge	\$55.00/day	\$60.00/day	\$75.00/day

**ATTACHMENT 4:
COMMUNITY USE OF SCHOOL FACILITIES
DISTRICT POLICIES (KF, KF-EA, and KF-RB)**

COMMUNITY USE OF SCHOOL FACILITIES

Leasing (renting)

School facilities and property may be leased to extended day resource programs and any person, group or organization for any lawful purpose in the interest of the community. The purposes include but are not limited to the following:

- A. recreational, G. scientific,
- B. educational, H. social,
- C. political, I. religious,
- D. economic, J. other civic,
- E. artistic, K. or governmental.
- F. moral,

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may be offset by goods contributed or services rendered by the lessee. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

Uncompensated Use

The Superintendent may permit the uncompensated use of facilities and property by any school related group, including student political organizations, or by any organization whose membership is open to the public and whose activities promote the educational function of the District. "Education function" means uses that are directly related to the educational mission of the District as adopted by the Board and includes the educational mission related uses of parent teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District.

The mission of the District is found in section A of the policy manual (see cross referenced policies below). The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

Generally

The Superintendent shall annually recommend a fee schedule to the Board for the lease of school property and such schedule shall include a procedure for determining the value of goods and services being provided as compensation for the use of school property. The schedule shall include a designation of those groups whose activities promote the educational function of the School District as determined in good faith by the Superintendent and presented for Board review.

Property not associated with the use of facilities is covered in section E of the policy manual (see cross referenced policies below). The District will use its best efforts to avoid conflicts with approved use of the facilities and property but no lease or use provision shall be effective if the administrator of the facility finds that it would cause delay, cancellation, or rescheduling of a school-sponsored activity.

Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. [15-1105](#). The School District and its Governing Board, employees, and agents shall be named an additional insured under the liability insurance policy during the use of the facilities and property.

The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property.

The lessee of school facilities must affirm knowledge of and enforce the requirements and restrictions set out in Chapter 28.1 of A.R.S. Title 36 related to medical marijuana.

The lessee of school facilities to be used for athletic activities must confirm knowledge of and compliance with the requirements and restrictions for such use as set out in Board Policy JJIB.

[LINK](#)

COMMUNITY USE OF SCHOOL FACILITIES: RULES AND POLICY

An applicant requesting the use of school facilities agrees to comply with the following rules and the District policy concerning conduct on school property if granted permission to use the requested school facilities.

- All community group activities, including preparations, must be conducted in such a manner that students can continue their educational programs without undue interruption.
- An employee of the District must be on duty whenever a school building is used by an organization or group unless prior approval for other arrangements has been granted.
- The applicant is held responsible for the preservation of order. All children attending or participating in the event or activity must be supervised by responsible adults. If the event is expected to draw a large crowd, the applicant will be responsible for obtaining security services. This can be arranged either through a private security vendor or by contracting with the Pinal County Sheriff's Office. The applicant must provide the District with evidence of such arrangements prior to the event. The District reserves the right to determine the adequacy of the security measures based on the size and nature of the event.
- No alcoholic liquors or beverages shall be brought to or consumed in the buildings or on the grounds.
- Tobacco and smoking is prohibited on school property.
- Putting up decorations or scenery or moving pianos or other major furniture is not allowed without prior permission.
- Nothing shall be sold, given, exhibited, or displayed for sale without prior permission from the school. Any sales are prohibited unless the proceeds will be used for charitable or nonprofit educational purposes.
- Unless waived by the District when use is in conjunction with a District activity, groups must provide the District with documentary evidence of liability insurance of at least damage and two million dollars (\$2,000,000) for bodily injury. Each group will be responsible for the repair or replacement of damaged equipment, furniture, or facility.
- The District reserves the right to require, if it should deem it necessary, a cash bond of five hundred dollars (\$500), or more to cover any damages that might be done to any equipment, furniture, or facility.
- All wages earned by District employees on duty for approved facilities use shall be paid by the District. No District employees shall be paid directly by any group using the facilities.
- The availability of cafeteria kitchens and other special subject or usage areas may be restricted to specific times or activities. Special fees may be charged for the use of those facilities.
- When more than one (1) applicant requests the use of a facility for the same time, the applicant filing first shall be given first consideration. If a school program or calendar changes, the school program shall take priority, even if the activity has been scheduled. Every effort will be made to reschedule the activity as conveniently as possible when such cancellation has occurred.
- The issuance of keys to facilities is to be discouraged. However, if no alternative is suitable, it shall be the principal's responsibility to issue and retrieve facility keys according to the District key-control procedures.
- Permission shall be denied for activities that would exceed the capacity of the facility or be in violation of fire or safety regulations. It shall be the responsibility of the applicant to make appropriate members familiar with the use of fire and other safety devices and procedures.
- Confirm knowledge of and commitment to comply with the requirements and restrictions for use of facilities for athletic activities as set out in Board Policy JJIB.
- Comply with all applicable requirements of The Arizona Medical Marijuana Act, including that no person shall possess, smoke or engage in the medical use of marijuana on District property.
- All activities must be conducted within the laws, rules and regulations of the State of Arizona and applicable municipal subdivisions.
- Requests for future use may be denied to an organization that fails to comply with established rules.

**COMMUNITY USE OF SCHOOL FACILITIES:
FILING PROCEDURES FOR USE OF EQUIPMENT/FACILITIES**

A request is made at the campus on which the facility is located or the equipment is stored at least ten (10) business days before the requested use.

The principal of the campus involved shall review the submitted request form, checking to be sure the applicant has filled in all of the necessary information and has signed the form. The principal shall note approval or non-approval, forwarding the request to the District office. If approval is not recommended the request shall be forwarded with an explanation.

Upon approval by the District office, evidence of insurance and other necessary documents must be secured by the applicant and submitted for verification no less than five (5) business days prior to event. Failure to secure acceptable liability insurance will cancel the use agreement.

An invoice will be sent to the lessee and the final approval will be reported to the site. Any cost overruns for services or equipment will be billed to the lessee.

A rental permit will be issued upon receipt of evidence of insurance and payment in full. The rental permit must be carried with a designated representative of the leasing organization during the event and be available for review if requested by site staff.

**APPENDIX A:
COMBS PERFORMING ARTS CENTER
MASTER AGREEMENT AND GENERAL TERMS AND CONDITIONS**

COMBS PERFORMING ARTS CENTER MASTER AGREEMENT

Article 1. DEFINITIONS

The organization, individual or individuals engaging with the Combs Performing Arts Center for use of facilities, equipment and services are bound by the terms and conditions specified in the Master Agreement and its attached Contracts and Rider(s). Revisions to the Contract and Master Agreement listed in any and all subsequent Riders shall be accepted as an integral part of the terms and conditions upon counter-signature by both the Combs Performing Arts Center (hereinafter referred to as the "CPAC") and the organization, individual or individuals renting (hereinafter referred to as "User").

Article 2. DEPOSITS

User agrees to pay a \$150.00 deposit with this signed contract. The deposit will be applied toward rental charges in final billing.

Article 3. CANCELLATION BY USER

Should the User cancel the event covered in this agreement less than 14 days prior to the event, no deposit refund shall be made. User agrees to pay any reimbursable expenses incurred by the CPAC in connection with the event.

Article 4. RETURN OF AGREEMENT

Date(s) requested by the User are not considered firm and tickets will not go on sale until the user returns the signed agreement accompanied by the deposit and receives confirmation of booking from CPAC manager. Agreement and deposit must be returned upon receipt of the contract. Failure to comply means the User automatically cancels arrangements made with the CPAC.

Article 5. HOLIDAY RATES

A holiday rate of 150% is charged on the following holidays: New Year's Eve, New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Article 6. EQUIPMENT RATES AND CHARGES

All facilities charge for the use of equipment, instruments, electronics, etc. Depending on the needs of the performance, the quote for equipment use will be negotiated with the CPAC. It is not our intent to charge for simple set ups, but each use must be judged on a case-by-case basis. Any rented equipment required will be billed at the prevailing rate plus delivery/shipping to the renter.

Article 7. CANCELLATION

This Agreement may be canceled by the CPAC immediately upon written notice delivered to the User upon breach of any terms or provisions of this agreement. In the event of cancellation, User shall be reimbursed the difference between the charge set forth in the contract and any and all actual expenses and charges incurred by the CPAC to the date of cancellation.

Article 8. PERMITS & FEES

The user shall, at the user's sole cost and expense, obtain any and all government permits, approvals or concurrence required for the use of the CPAC. Further, User agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentation of any performance hereunder and protect and hold CPAC harmless from any failure to make such payments. Furthermore, User agrees to comply with all applicable local, state and federal ordinances, statutes, laws, and/or regulations.

Article 9. MERCHANDISE & CONCESSIONS

The renter is responsible for all sales tax. All food concessions are handled exclusively by the J.O. Combs Unified School District and the CPAC. Food concessions may be consumed in the lobby only.

Article 10. INSURANCE

Throughout the term of this Agreement, at User's sole cost and expense, User shall keep or cause to be kept in full force and effect, for the mutual benefit of CPAC and User, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, or disuse of the CPAC or adjoining areas and ways, with limits and qualifications established by the CPAC. All insurance required by an express provision of the agreement shall be carried

only by responsible insurance companies licensed to do business in the State of Arizona. All such policies shall contain language, to the extent obtainable, to the effect that (1) the insurer waives the right of subrogation against the CPAC, (2) the policies are primary and non-contributing with any insurance that may be carried by the CPAC, and (3) they cannot be canceled or materially changed except upon prior written notice by the insurer to the CPAC. In the event of any such cancellation or material change, this Agreement shall terminate and be of no further force and effect. User shall furnish the CPAC copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance at least five (5) days prior to User's load-in.

Article 11. INSURANCE REQUIREMENTS

A comprehensive liability policy at a minimum of (two) \$2,000,000 million dollars combined single limit shall be provided by the user. Proof of this insurance with Combs Performing Arts Center/J.O. Combs Unified School District named on the certificate of insurance must be provided a minimum of five (5) days prior to the date of the User load-in. The period of coverage shall be throughout the term of the agreement, at User's sole cost. This insurance shall be a broad-form general public liability insurance against claims of liability for personal injury, death, or property damage arising from the use, occupancy or disuse of the CPAC or adjoining areas and ways. Additional limits and qualifications may be specified by the CPAC's management as deemed necessary.

Article 12. CLAIMS

User agrees that it will indemnify and hold harmless the CPAC, and members of its Management. As well as the J.O. Combs Unified School District and its elected officials, officers, agents, and employees from all claims for damage to persons or property by reason of User's negligence or User's acts or those of User's employees or agents in connection with the User's occupancy of the CPAC.

Article 13. ACT OF GOD (FORCE MAJEURE)

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of third parties not under the direction of actual control of the Party, delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "Forces Majeure Event"). The event the User is unable to use the facilities, equipment or services provided by CPAC as a result of a Force Majeure event, this agreement shall be of no further force and 3 effect. The CPAC, as well as the J. O. Combs Unified School District, will not be liable for any cost other than to refund a deposit, in the event that the CPAC is unfit for occupancy by a User.

Article 14. REFUNDS

In the event of cancellation with a 14-day notice, refunds shall be available at the point of purchase beginning the second business day after the canceled event. Should cancellation occur with less than a 14-day notice, the \$150.00 deposit will not be refunded to user.

The CPAC, as well as the J.O. Combs Unified School District will not be responsible for providing refunds for tickets sold by the User. User agrees to provide said refunds.

Article 15. REPAIRS

User agrees to pay for the repair and/or replacement of any of the CPAC's equipment, appliances, materials, lighting, props, sets and/or supplies broken or damaged as a result of the use of the CPAC. Any damage to the facility or equipment will be charged at full repair/replacement value.

Article 16. CONFLICTS

The CPAC may lease, rent or otherwise permit the use of the CPAC for any and all activities not in conflict with the hours of operation, rehearsals, loading, set-up, and takedown times(s) designated for the user. The User understands that the CPAC is exclusively responsible for designating said conflicts.

Article 17. EQUIPMENT FAILURE

The CPAC will not be responsible for the replacement of any of its equipment, which may be out of service. If equipment is out of service for any reason, the CPAC will not be responsible for providing replacement. Should the CPAC assume any costs for equipment rental necessary for the User's event, the User will reimburse the CPAC for payment in full.

Article 18. ARBITRATION

The CPAC and the User recognize the delays, expense, and difficulties involved in providing legal or arbitration proceedings and the actual losses suffered by the CPAC if the contractual requirements are not completed on time. Accordingly, instead of requiring any such proof, the CPAC and the User agree that as liquidated damages for delay (but not as a penalty) the User shall pay the CPAC \$250 for each calendar day that expires after the time specified in the contract, including any extensions allowed by mutual agreement of both parties.

Article 19. ACCESS

The CPAC and any other authorized representative shall have the right to access in all areas of the CPAC during the period covered by this Agreement in order to ensure compliance with this Agreement.

Article 20. BILLING

The User will only reference the attraction as being “at the Combs Performing Arts Center” and in no way will imply that the attraction is a project of the CPAC as a producer or co-sponsor. At no time shall the User identify the producing organization as a “Resident Company” of the CPAC.

Article 21. CONSTRUCTION & PAINTING

The user will not at any time engage in the construction or painting of scenery, properties, or other goods without prior approval of the CPAC Manager.

Article 22. PROMOTIONS

The CPAC will not provide promotional services such as advertising, press releases, direct mail, program printing or any other promotional resources related thereto. Any possible promotion done by the CPAC, through print, social media platforms, etc., may be done for the benefit of the CPAC and is considered a courtesy. The user accepts sole responsibility for promoting its event.

Article 23. STORAGE

User agrees to remove all sets, property and costumes immediately following the final performance. If performances span over multiple weekends, User agrees to clear all sets, property and costumes following each Sunday performance. Any storage requests of sets, property and costumes are subject to view and must be listed in a Rider to the Contract if approved by the CPAC Manager.

Article 24. LOSS & THEFT

User agrees not to hold the CPAC responsible for lost or stolen items.

Article 25. ROYALTIES & DUES

The User shall be responsible for ASCAP, BMI and any other music royalty fees associated with the User's event. Said music fees shall be deducted from the box office settlement unless the User demonstrates that it is already licensed and will pay music royalties directly. Theatrical presentations requiring contracts with Samuel French, Music Theatre International or other companies shall be the responsibility of the User and at no time shall the CPAC be expected to enter into such agreements in any way. The CPAC may refuse rental to a group, which is not in good standing with a theatrical play service. The User shall be responsible for contracts and fees associated with the employment of its personnel, including actors, technicians, directors, choreographers and all other artistic labor.

Article 26. PIANO TUNING

User agrees to reimburse the CPAC for piano tuning fee(s) if use of a tuned piano is desired. Tuning requests must be made no later than two (2) weeks prior to a performance date. User agrees to utilize the CPAC's house tuner, which will be arranged by a CPAC staff. Under no condition shall the CPAC's piano be tuned by any technician other than a certified technician.

Article 27. SECURITY

If deemed necessary by the CPAC or requested by the user, the user agrees to pay for one or more district security guard(s) to be located at the entrance doors at a rate of \$35 per hour, or, if utilizing police officers, the current market rate of \$190 per hour. Approval of any outside security is at the discretion of the CPAC, anytime the main stage is in use, upon CPAC request.

Article 28. CUSTODIAN

User agrees to pay for custodial personnel for the minimum of 3 hours for the event at a cost of \$39 per hour, or current market rate, upon CPAC's request.

Article 29. EVENT LABOR

A minimum of three technicians must be present for all events in the CPAC. Event labor is required for any event that is open to the public. The User is solely responsible for securing and paying for the services of these technicians, though the CPAC is able to provide a list of available technicians upon request.

GENERAL TERMS AND CONDITIONS

Section 1. OPENING HOURS

The User agrees to allow the CPAC to open the lobby areas of the facility to be used at least forty-five (45) minutes before the advertised start of the event and to permit patrons to be seated at least thirty (30) minutes in advance of the advertised start of the event. At that time, all technical preparations, lighting and sound checks, rehearsals and other activities will have been completed on the stage and in the auditorium.

Section 2. CURTAIN TIME

CPAC reserves the right to delay seating of latecomers until the first logical break in the performance.

Section 3. INTERMISSIONS

The User agrees that for all programs, a running schedule for each performance will be provided to the CPAC at least 1 week prior to the engagement. All such schedules will include intermission times if an intermission is included. Programs longer than two hours are required to have one 15 minute intermission. The CPAC shall retain the right to cause the interruption of any performance when in the sole judgment of such interruption is necessary in the interest of public safety or in the event of emergency circumstances.

Section 4. STAGE CREW

Events scheduled to take place in the CPAC shall utilize the services of professional stage crews. After examining the event's requirements at a mandatory pre-production meeting, the CPAC will determine the minimum number of personnel required for pre-production, load-in, set-up, rehearsal, performance, load-out and restoration. The CPAC or a designated representative shall have the authority to veto or modify any order or direction issued by the user, its employees or other contracted labor. The CPAC reserves the right to remove any personnel associated with the show at any time, for reasons of misconduct or failure to abide by house rules.

Section 5. USHERS, TICKET TAKERS, DOOR GUARDS

Volunteer ushers and ticket takers may be utilized by the CPAC at no additional charge to the User for a ticketed event. Volunteer ushers do not provide security. The user may elect to provide additional personnel with advance approval of the CPAC. The CPAC shall have the right to veto or modify any order or direction issued by User, its employees or its contractors to its events personnel if CPAC deems such action is necessary.

Section 6. FACILITY ACCESS

The building and premises, including keys thereto, shall be at all times under the control of the CPAC. Authorized representatives of the CPAC shall have the right to enter the premises at all times during the period covered by the contract. The presence or lack of security shall not alter the fact that the CPAC, under the terms of the master agreement, assumes no liability for the loss, theft or damage to the property of the User.

Section 7. TECHNICAL INFORMATION

The User is required to provide all necessary technical information to the CPAC no later than thirty (30) days prior to the first day of the event. Generally, the User will provide said information in a pre-production meeting at the CPAC, but the CPAC may allow the User to provide written specifications with follow up by telephone. The CPAC will take no responsibility for problems resulting from inadequate advance planning through proper communication with CPAC. The CPAC and assigned representatives reserve the right to alter any aspect of a production of which there is a question of safety for participants and/or protection of CPAC equipment.

Section 8. USE OF EQUIPMENT & SPACES

All sets, costumes, lasers, and other materials must conform to existing fire and safety codes. The use of chemical foggers or other special effects are subject to prior approval of the CPAC. Pyrotechnic effects are not permitted in the CPAC. Exit doors, exit paths and fire extinguishers must not be obstructed at any time. All cable runs are subject to the advance approval of the CPAC. House sound equipment may not be removed from the control booth. When an outside vendor is required, it is the sole right of the CPAC in selecting and approving the sound vendor and in selecting and approving the sound equipment to be used. The CPAC reserves final authority on determining volume levels for all events. The User should not, at any time use tape, tacks, or nails in the doors, walls, floors, or any other surfaces in the facility. The User should consult with the CPAC staff prior to securing cable, dance floors or any other items.

Section 9. CONCESSION SALES/MERCHANDISE SALES

The CPAC and J.O. Combs Unified School District retains the exclusive right to the sales of beverage/food concessions and shall retain one hundred percent (100%) of such receipts. Only the CPAC is eligible to offer concessions. No concessions will be allowed by the user unless explicit permission is granted by the CPAC. The CPAC reserves the right to permit sale of merchandise/service sales only from designated areas but does not supply house personnel as sellers. Users are responsible for payment of all sales tax.

Section 10. FOOD TRUCKS

Food trucks need to be approved one week prior to the event. A fee will be assessed to the User for each food truck, per day in accordance with the costs listed in the Facility Use Fee Schedule. Each food truck must provide a certificate of liability \$1,000,000 and submit the designated agreement form to the J.O. Combs Unified School District.

Section 11. EVENT PROGRAMS

The CPAC does not provide printed programs for rental engagements. If the User provides a program, the CPAC will arrange for its ushers to distribute them, and the CPAC retains the right to insert promotional material for upcoming events into any program. Any printed materials concerning CPAC must be approved in advance by the CPAC.

Section 12. TICKET OFFICE

The CPAC shall reserve the right to retain ten (10) seats per performance as house seats to be used at the CPAC's discretion, excluding sales purposes. All ticketed events at the CPAC must use a reputable ticketing agent system. The box office is open one hour prior to all ticketed events. The CPAC or User will not sell, distribute, or permit to be sold or distributed, tickets in excess of seating capacity. Regardless of age, everyone must have a ticket. Lap passes (children up to 2 years old) can be distributed at the discretion of the User. Any ticket sales at the door must utilize the User's ticketing platform with card purchases. No cash will be handled by the box office at any time. Free events must also be ticketed with a reputable ticketing agent system. Ticketing systems and prices must be shared with CPAC staff prior to the event.

Section 13. COMPLIMENTARY TICKETS

The issuance of complimentary tickets and press passes shall be the responsibility of the User. On percentage engagements, the CPAC shall have the right of approval on all complimentary tickets.

Section 14. FREE EVENTS

All events, including events without an admission charge, must provide for admission, a ticket for each person in attendance.

Section 15. DONATIONS

No collections of donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of CPAC and the J.O. Combs Unified School District.

Section 16. ADVERTISING & PROMOTION

The User shall not distribute or circulate any advertising matter at the entrance to, or in or about the CPAC, except such advertising as may pertain to the immediate attraction for which the contract is granted. All media advertising must include Ticket sales location(s) Ticket prices Time & date of performance(s) In any advertisement to appear in any form: posters, flyers, newspapers, etc. the CPAC and its facilities shall be identified as follows: COMBS PERFORMING ARTS CENTER (480) 987-5300, www.jocombs.org/CPAC. The User is required to sell all tickets at the prices advertised, and no deviation will be allowed unless approved in writing by the CPAC.

Section 17. SIGNS & POSTERS

The User shall not post or exhibit any signs, banners or other types of advertisements without prior permission of the CPAC. The CPAC or the J.O. Combs Unified School District will not assume responsibility for the safety of said materials.

Section 18. OBSTRUCTIONS

No portions of the sidewalks, entries, halls, or ways of access to public utilities of the premises shall be obstructed by the User. Any damage resulting on account of any abuse or any misuse of any portion, facility or equipment, of whatsoever character, shall be paid for by the User.

Section 19. PARKING

The CPAC does not guarantee parking for its users or staff and patrons of the users. The granting of a contract to use the CPAC shall in no way obligate the CPAC to provide parking for the User. Trucks carrying equipment to be used by the User in the presentation of the event may be loaded, unloaded and parked at the exclusive direction of the CPAC. In the absence of permission to park at the loading door or in the back lot of the CPAC, the User shall be responsible for finding suitable parking space elsewhere.

Section 20. LOST ARTICLES

The CPAC has the sole right to collect and to have custody of articles left in the building by persons attending any event or exhibition. When lost articles can be readily identified to be the property of the User, CPAC shall not be responsible for incurring any costs for shipping said articles to the owner.

Section 21. FLAMMABLE MATERIALS

No flammable materials such as bunting, tissue paper, crepe paper, etc. will be permitted to be used for decorations. Open flames in any area of the building are strictly prohibited.

Section 22. STORAGE

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the CPAC, neither the CPAC, its officers, agents nor employees shall be liable for any loss, damage or injury to such property.

Section 23. BROADCASTING & RECORDING

No event may be photographed in the CPAC, nor may be broadcast, videotaped, recorded or otherwise reproduced without the consent of the CPAC. The locations of cameras and video equipment is subject to approval of the CPAC. The user and CPAC agree both parties may record the event for internal purposes only. User agrees that any recording, either visual or audio, made of the event covered by this contract for the purpose of selling at a later date must be given location credit "Recorded at Combs Performing Arts Center in San Tan Valley, Arizona." Video streaming is permitted only with the permission of the CPAC.

Section 24. MOTION PICTURE & VIDEO PROJECTORS

No motion picture or video projectors shall be allowed in the building without permission from the CPAC.

Section 25. SMOKING & ALCOHOL

Smoking is not permitted in any area of the facility. The User shall be responsible for enforcing the no smoking regulation. Alcohol is strictly prohibited. Failure on the part of the User to enforce this regulation shall constitute a breach of contract and can, at the option of the CPAC, cause the termination of said Agreement as well as refusal of future usage.

Section 26. LOADING ENTRANCE

All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the building only at such entrances as may be designated by the CPAC.

Section 27. UTILITY CONNECTIONS

Unless otherwise authorized by the CPAC, all electrical and other utility work required to be done on the premises in connection with the User's needs shall be furnished by the CPAC. The User shall pay the CPAC for time and materials.

Section 28. STAGE ENTRANCE

All performers and participants must use the backstage entrance on the west parking lot. No other doors are to be used by performers or stage personnel nor will any doors be propped open. The CPAC shall determine if, and when the doors are to be unlocked. The User may provide their own security for the stage entrance.

Section 29. USE OF SEATING & PUBLIC RESTROOMS

The CPAC has the authority to restrict the use of public restrooms and seating areas in the theatre prior to performance, with the intent to avoid situations where it becomes necessary to re-clean a public access area after it has been made ready for a performance.

Section 30. FOOD & BEVERAGES

No food or beverages will be consumed on the premises, by the Users, except in the lobby or areas assigned by the CPAC.

Section 31. TAP SHOES

Tap shoes may be worn on stage only. Tap shoes must be removed at all other times.

Section 32. SEATING CAPACITY

Seating capacity of the house will be enforced.

Section 33. OBJECTIONABLE PERSONS

The CPAC reserves the right to eject from the premises any objectionable persons; and neither the CPAC nor any of its representatives shall be liable to the User for any damages that may be sustained by such action. The term "objectionable persons" shall include those persons by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of building policy or laws, or making the proper conduct of business difficult or impossible.

Section 34. FORBIDDEN ACTS

The User will not do, or permit to be done, anything in or upon any portion of the premises or bring anything therein which will in any way conflict with the condition of any insurance policy upon the building. The User will not operate any engine or motor or machinery on the premises or use oils, 10 burning fluids, kerosene or gasoline for mechanical or other purposes without the written consent of the CPAC.

Section 35. COMPLIANCE WITH LAWS

The User shall comply with all laws of the United States, the State of Arizona, and the J. O. Combs Unified School District, and all rules and regulations established by authorized officers. The User will not violate any laws, ordinances, rules or regulations while in the CPAC.

Section 36. LICENSES

The User shall obtain all permits and licenses required by the laws, ordinances, rules and regulations needed for the engagement. The CPAC shall have the right to require the User to furnish satisfactory evidence that it has obtained all such licenses.

Section 37. REHEARSAL ATTENDANCE

Rehearsals are defined as productions performed without an audience or with no more than fifty (50) people watching the production. If the User exceeds the stated maximum, the User shall be responsible for payment of performance rate for the day(s) applicable.

Section 38. LASERS

Prior to the event, Class IIIB and Class IV laser users must contact the Arizona Radiation Regulatory Agency, Non-ionizing Division, 4814 South 40th Street, Phoenix, Arizona 85040, (602) 255-4845. Failure to notify the ARRA violates the requirements of the FDA variance and federal law.

Section 39. TRANSFERENCE OF AGREEMENT

The User may not transfer its engagement by sponsorship to a third party without the written approval of the CPAC. It will also be

necessary for the User to obtain written consent from the CPAC before it passes its use of the facilities as contracted to a third party for another use.

Section 40. MAXIMUM OCCUPANCY BACKSTAGE

The CPAC has an established maximum occupancy of 75 persons in the CPAC's backstage dressing areas. All events will be restricted to no more than the aforementioned number on any rental day. The User will assume responsibility to limit access following performances to audiences, in order that the maximum may not be exceeded.

Section 41. ACCESSIBLE SEATING

The User shall in no way obstruct the designated accessible rows in the auditorium, as they are exclusively reserved for accessible seating.

Section 42. ADDITIONAL REGULATIONS

The CPAC reserves the right to impose any additional rules or regulations, or to set special rental and use agreements, whether or not expressly provided herein, which may be necessary for the best interests of the CPAC. Such regulations shall be binding upon the User.

I HAVE READ, AGREED TO, AND ACCEPTED ARTICLES 1-26 OF THE MASTER AGREEMENT AND SECTIONS 1-42 OF THE GENERAL TERMS AND CONDITIONS FOR COMBS PERFORMING ARTS CENTER.

NAME OF ORGANIZATION: _____ DATE: _____

BINDING REPRESENTATIVE NAME: _____ SIGNATURE: _____

APPROVED BY:

COMBS PERFORMING ARTS CENTER MANAGER: _____ DATE: _____

**APPENDIX B:
COMBS PERFORMING ARTS CENTER
TECHNICAL PACKET**

COMBS PERFORMING ARTS CENTER TECHNICAL PACKET

To ensure that the Combs Performing Arts Center can meet the needs of your performance or event, please carefully review the following information about the facility.

I. AUDITORIUM

- A. The seating capacity of the Combs Performing Arts Center is 516 seats.
- B. The Combs Performing Arts Center was built in 2019.
- C. House seating is labeled by aisle letters and seat numbers.
- D. The Combs Performing Arts Center has one load in point. Load in is directly on stage left from the loading dock.
- E. Both load in points are at ground level.
- F. All loading doors to and from the loading dock are ten feet wide by twelve feet high.

II. COMMUNICATION

A. The Performing Arts Center uses production intercom systems for headset communication. The base station has two channels for the system, which can be party lined or isolated channels.

Communication input access points

- 1) Up-stage left
- 2) Up-stage right
- 3) Down-stage left
- 4) Down-stage right
- 5) Men's dressing room
- 6) Women's dressing room
- 7) Control Room

- B. The Combs Performing Arts Center has monitors in both men's and women's dressing rooms.
- C. Pages and announcements can be sent backstage using the sound system. (Please note that the page will be all backstage not individual dressing rooms).
- D. The headset system uses normal XLR three-pin cables and does work with Telex headsets.

III. DRESSING ROOMS

- A. The Combs Performing Arts Center does NOT have single or star dressing rooms.
- B. The Combs Performing Arts Center does NOT have principal dressing rooms.
- C. The Combs Performing Arts Center does have two chorus (group) dressing rooms, one men's dressing room, and one woman's dressing room.
- D. The dressing rooms are located directly behind the stage in the hall.
- E. All the dressing rooms are equipped with mirrors, make up lights, two single restrooms and wardrobe hooks.
- F. The Combs Performing Arts Center does not have laundry facilities.

IV. STAGE DIMENSIONS

- A. The proscenium is 39 feet, 10.5 inches wide by 30 feet tall.
- B. The distance from the curtain line to the edge of the apron is 8 feet.
- C. The distance from the curtain line to the back wall of the stage is 29 feet. The total length is 80 feet wide by 31 feet deep, which includes the stage wing space.
- D. Offstage wing space:
 - Stage Right is 12.5 feet wide by 31 feet long.
 - Stage Left is 15.5 feet wide by 31 feet long.
- E. There are two backstage entrances from the dressing rooms and backstage areas to the stage. All entrances are on each side of the stage right or stage left wing.
- F. There are two locations where entrances from the stage can be made from the house. They are walkways located on stage right and stage left.
- G. The size of the orchestra pit is 57 feet wide by six feet deep and three feet tall and is open to the house. Approximately a 10 to 12 piece orchestra will fit in the pit space.
- H. The pit is situated in the front of the house with no cover.
- I. The pit is equipped with a lift that goes to the stage level.
- J. There is one handicapped lift from the house to the stage and from the house to the pit located stage left.

PLEASE NOTE THAT THIS LIFT IS IN THE HOUSE. If access is needed for a handicapped entrance to the stage during the performance, it can be done outside of the building by both east and west sides of the Combs Performing Arts Center.

- K. The floor of the pit is carpeted and is in full view of the house.

V. FLY/RIGGING

- A. The Combs Performing Arts Center has a combination manual and automated counterweight single purchase fly system.
- B. There are 17 line sets including all electrics, shell and battens.
- C. Four line sets are being used for the orchestra shell and for screen storage (subject to change without notice).
- D. The grand curtain and the mid-stage traveler are drawn curtains. The grand drape is also capable of being flown out. The color of the grand drape and border is red. The mid-stage traveler curtain is black.
- E. The total height from floor to gridiron is 50 feet high.
- F. There are five sets of legs and borders to mask the stage, not including the grand border and the grand drape.
- G. The color of the all legs and borders other than the grand drape and the grand border is black.
- H. The grand drape, the mid-stage traveler and all legs and borders are permanently hung and are immovable.
- I. The Combs Performing Arts Center has a cyclorama, measuring 50 feet by 25 feet and the color is white. It is 31 feet from the curtain line.
- J. There is also a scrim measuring 50 feet by 25 feet and is hung 28 feet from the curtain line.

VI. ELECTRICAL

- A. The Combs Performing Arts Center has 96 dimmers at 20 amps in the dimmer rack.
- B. Most dimmers are wired one to one circuit in the field. Third and Fourth Electrics have select channels with two circuits.
- C. The Combs Performing Arts Center has an ETC Element two lighting console.

D. The Combs Performing Arts Center has one ETC Sensor three dimmer rack.

E. Lighting inventory and house light plot are available upon request (the light plot may change without notice).

F. The Combs Performing Arts Center has one front of house lighting that is 30 feet from the apron, accessible only by lift, and has five circuits available. The Combs Performing Arts Center currently does not have access to a lift.

G. Additional front of house lighting is located along the front of the balcony and has six circuits.

H. There are two coves available, one on each side of the house, which is 9.5 feet from the proscenium opening, and have four Edison outlets with DMX connectivity.

I. The Combs Performing Arts Center has five lighting electrics on stage (please refer to light plot for circuit layout).

J. There are no floor pockets on stage.

K. The Combs Performing Arts Center does not have any follow spotlights. Combs High School Drama has two LED follow spots that may be used with permission from the Combs High School Drama Teacher.

VII. SOUND SYSTEM

A. The Combs Performing Arts Center has a location in house sound position. It is located at the back of the house, stage right.

B. The FOH sound position has one 20-amp circuit available.

C. There are 24 XLR inputs in the Combs Performing Arts Center.

D. The Combs Performing Arts Center does have eight sound inputs in the orchestra pit.

E. The Combs Performing Arts Center uses a Yamaha TF5 for mixing.

F. Amplifiers that are used for the sound system are as follows:

- 1) Two NEXO Geo M620 Line Array in the house.
- 2) Three NEXO ID24I Front Fills on stage
- 3) Two NEXO LS600-Subwoofers in house

G. NO EQUIPMENT WILL BE REMOVED FROM THE RACK AT ANY TIME FOR ANY REASON.

H. The Combs Performing Arts Center has four wired SM 57 microphones, eight handheld wireless SHURE SM 58 microphones with receivers, four stage monitor speakers available for an additional cost. Two wired or wireless handheld microphones with stands are included in each rental.

VIII. VIDEO

A. The Combs Performing Arts Center has one video projector available. The projector is located in the control room. It is a Christie Digital laser phosphor with 10,875 lumens. (PLEASE NOTE THAT THERE IS A RENTAL CHARGE FOR THE USE OF THE PROJECTOR).

B. The projector connects HDMI only.

IX. MISCELLANEOUS INFORMATION

A. The Combs Performing Arts Center uses non-union stage crews and/or students from the advanced technical theater program.

B. The type of piano available is a Palatino, grand piano.

C. The nearest grocery store where perishable props can be purchased is Safeway on Ironwood North of Ocotillo Road. The address is 40950 N. Ironwood Road, San Tan Valley, AZ 85140.