

**Coal City Community Unit School District #1
License Agreement and Application for use of the
Coal City Performing Arts Center**

Organizations and businesses seeking use of the Coal City Performing Arts Center must read the Coal City Performing Arts Center License Guidelines and Fees and complete the application below. Submit the completed application and a current certificate of insurance naming the Coal City Community Unit School District #1, 550 S. Carbon Hill Road, Coal City, IL 60416 as an additional insured to agill@coalcityschools.org for consideration and approval no less than 45 days prior to requested use. Submission of this application does not guarantee utilization, as the Coal City Community Unit School District #1 reserves the right to reject any request for facility usage without explanation.

Please note—utilization of the Coal City Performing Arts Center requires on-site supervision [PAC manager] and theater staff, as well as custodial services.

Name of organization/business: _____

Name of personal grantor: _____

Business/organization address: _____

Business/organization phone number: _____

Business/organization email: _____

Address of personal grantor: _____

Phone number of personal grantor: _____

Email address of personal grantor: _____

In case of an emergency while using facility please contact: _____

Phone number: _____ [Preferably the emergency contact is not the personal grantor if that individual is on-site during the utilization]

Category

- Category 1
- Category 2
- Category 3

Utilization of the Coal City Performing Arts Center is being requested for:

- Dance Recital
- Stage Production
- Concert
- Meeting/Presentation
- Awards Ceremony
- Photo Shoot
- Other [provide description]: _____

Dates [month, day and year]:

- Monday _____
- Tuesday _____
- Wednesday _____
- Thursday _____
- Friday _____
- Saturday _____
- Sunday _____

Hours and Purpose—please be specific [a detailed schedule of events is appreciated]:

- Monday _____
- Tuesday _____
- Wednesday _____
- Thursday _____
- Friday _____
- Saturday _____
- Sunday _____

In addition to utilization of the auditorium [stage and seating] what other areas would be utilized [Please note—some areas come with additional utilization fees]:

- Dressing Rooms
- Tech Booth
- Athletic Locker Rooms
- Gymnasium
- Cafeteria
- Kitchen
- Other [please list]: _____

Number of participants—[performers/speakers/etc.]: _____

Number of individuals working behind the scenes: _____

Anticipated attendance [per performance]: _____

Cost of admission: _____

Equipment needs—please check all that apply:

- Tables—number and locations: _____
- Chairs—number and locations: _____
- Podium
- Projector and Screen
- Marley Dance Floor
- Handheld Microphones—number: _____
- Speciality lighting—please be specific: _____
- Fog machines [ice provided by renter]: _____
- Other—please be specific: _____

Materials brought in by renter [Be specific ie: props, merchandise offered for purchase, etc.]:

*As a reminder: No food or drink is allowed in the
Coal City Performing Arts Center, dressing rooms or backstage
No concessions can be sold in association with events held in the space.*

TERMS and CONDITIONS

LICENSEE agrees to pay LICENSOR in full within 45 calendar days after invoicing from the LICENSOR. If any payment is returned from the bank for any reason, LICENSOR shall charge LICENSEE the maximum fee allowable by law. If the payment and returned check charges are not paid in full within five [5] days of written notice to the LICENSEE[s]. LICENSOR shall pursue all remedies available by law, both criminal and civil, to collect the same. If any check from LICENSEE is returned for any reason, LICENSEE shall, from that point on, be required to remit payment in the form of a money order or cashier's check payable to Coal City Community Unit District 1.

LICENSEE acknowledges having received access to the Coal City Performing Arts Center License Guidelines and Fees and agrees to abide by the same.

LICENSEE[s] agrees to indemnify and hold LICENSOR harmless at all times against any loss, damage, cost or expense incurred by LICENSOR as a result of LICENSEE[s] use of the facility and will defend LICENSOR in all proceedings [unless LICENSOR elects to assume their own defense] arising by reason of or growing out of any accident, loss or damage resulting to persons or property. LICENSOR's election to assume its own defense in no way limits LICENSEE's indemnification obligations contained in this paragraph.

LICENSEE is fully responsible for the repair costs of any damage done to LICENSOR's during LICENSEE's usage of the facility by the repair person of LICENSOR's choice.

LICENSOR accepts no responsibility for any property owned by LICENSEE[s]. LICENSOR is not acting as a bailor for the property of LICENSEE[s].

LICENSEE is required to provide proof of liability insurance for LICENSOR.

LICENSEE shall not bring or cause to be brought upon the premises any material including, but not limited to explosives [including fireworks and the like], hazardous waste and toxic materials, that may cause waste, damage or injury or endangerment to any person on the premises.

LICENSEE shall conduct its activities with full regard to public safety and will observe and abide by all Federal, State and local laws and ordinances.

LICENSOR reserves the right to cancel this Agreement when deemed, in its sole discretion, to be in the best interest of public safety. If such cancellation is made, LICENSEE agrees to indemnify and hold harmless LICENSOR and its board members from damages and liability.

LICENSEE agrees not to discriminate against any person due to age, disability, national origin, race, religion, sex or sexual preference relative to admission, service or privileges offered to the general public.

It is expressly understood and agreed that LICENSOR makes no representations, covenants or terms, oral or otherwise, outside the terms of this Agreement which add to, broaden, vary or conflict with the provisions herein. No term, provision, or condition of this Agreement shall be altered, amended or added except in written amendment to this Agreement signed by both parties.

LICENSEE shall not sublet the facility to another party.

LICENSEE agrees to surrender the facility at the end of its usage in the same condition as when its usage began. Any damage must be immediately reported to LICENSOR or any security deposit will be forfeited. Once LICENSOR has inspected the facility to deem that no damage has been done. LICENSEE's security deposit shall be refunded.

If LICENSOR must take any action to enforce the terms of this Agreement, the venue shall be in Grundy County, Illinois. The losing party shall be responsible for reasonable attorney fees, court costs and expenses of the prevailing party.

This Agreement shall not be in force until it has been signed by both parties and the LICENSOR has received the total payment required by this Agreement. If for any

reason, LICENSOR does not approve or sign this Agreement, the payments, if any will be returned or refunded to LICENSEE.

LICENSEE agrees to the terms and conditions listed above, has read and understands the Coal City Performing Arts Center License Guidelines and Fees, and agrees to pay any and all fees assessed for the use of district facilities as outlined in the fee structure.

YES

NO

ACKNOWLEDGEMENT

By signing below, I acknowledge that we have read and do understand and agree to be bound by the above charges, conditions, and guidelines. I affirm under penalties of perjury, that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies that I verily believe the same to be true. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the facility by the consent of LICENSEE, including the enforcement of the no smoking and no alcohol policy. LICENSEE is responsible and agrees to pay for any damages to the facility resulting from any acts, intentional or negligent, whether such acts are committed by LICENSEE or its agents or persons participating in or attending the function contemplated by this Agreement on the premises with permission of LICENSEE

Signature [first and last name]

Date