

FAIRFIELD CITY SCHOOL DISTRICT

High School Performing Arts Center

License Agreement

This document shall serve as an agreement between the Fairfield City Schools; hereinafter designated as “FCS” and:

Contact Person Name _____

Organization Name _____

Address _____

City

State

Zip

Phone _____ FAX _____

Hereinafter designated as “THE USER” for the presentation of: _____

Event

on the following dates and times:

	<u>Day</u>	<u>Date</u>	<u>From</u>	<u>To</u>
For Rehearsal	_____	- _____	_____	_____
For Set Up	_____	- _____	_____	_____
Show Time	_____	- _____	_____	_____
Open to Public	_____	- _____	_____	_____
For Removal	_____	- _____	_____	_____

1. Premises

- A. Under the terms of this agreement, FCS grants THE USER the nonassignable right to use and occupy the theater facility including: 1) stage, 2) auditorium, 3) lobby.
- B. The basic rental fee includes general stage lighting, two (2) corded microphones and seven (7) fixed hanging microphones.
- C. Specialized lighting, sound, scenery, and drapery needs must be negotiated with performance arts coordinators at the rates established by the Board of Education.
- D. Users will not be allowed to run sound or lighting equipment without the presence and supervision of the Technical Director - Electronic or Performing Arts Center Coordinator.
- E. Users will not be allowed to work the rigging (pin rail) without the presence and supervision of the Technical Director - Stage or a Performing Arts Center Coordinator.
- F. Users will not be permitted on any of the lighting or stage catwalks.
- G. Users will not have access to the scene shop unless arrangements have been made with the Performing Arts Center Coordinators at an added cost.
- H. Users are responsible for assuring that food or drink is not brought into the theatre, the stage or the electronic booths. Food and drink must be consumed in the lobby.
- I. Users are responsible for assuring that no smoking is permitted anywhere on school property and that no alcoholic beverages or illegal drugs are used anywhere on the premises.
- J. Users may not use any machinery or equipment requiring electricity or any other power source without the approval of the Performing Arts Center Coordinators or their adult staff.

- K. Fairfield adult staff members will supervise the installation of any electrical wires, cords or appliances.
- L. OSHA, State Fire, and State Health regulations must be followed at all times.

2. Fees and Payment

- A. Under the terms of this Agreement, THE USER agrees to pay FCS fees as established by the Board of Education at the rate of \$150.00 per hour (two hour minimum) plus a minimum of one supervisor and one custodian at the established rates.
- B. Taxes - THE USER shall be responsible to pay all license fees, registration fees, assessments, charges and taxes, which may be imposed for the possession or use of the premises for the term of this rental contract.

3. Personnel

Performing Arts Center Coordinators will determine personnel needs based on intended use of facility. Personnel Fee Schedule (KG-R1) will be used to estimate payment of personnel required for event.

_____	Hours _____	Cost _____
_____	Hours _____	Cost _____
_____	Hours _____	Cost _____
_____	Hours _____	Cost _____

Special Equipment or Rooms Needed.

_____	Cost _____
_____	Cost _____
_____	Cost _____
_____	Cost _____

4. Payment Plan

Advance payment in the form of a certified check or money order in an amount equal to the full projected rental fees is due upon execution of agreement. The personnel fees will be estimated at the time of the payment. The personnel fees will be due within 30 days of the final billing.

5. Indemnity and Insurance

A. Insurance

THE USER agrees to indemnify FCS against any and all damage to person or property arising from the use of the facility including any claims made by patrons and/or any persons affiliated with THE USER or patrons. THE USER agrees to purchase insurance coverage that is primary to other insurance carried by FCS, to include general and product liability in the amount of \$1,000,000, and to naming the school district as an additional insured. THE USER must provide proof of insurance to FCS at the time of entering this agreement.

B. Indemnity

THE USER, including any persons affiliated with THE USER, assumes responsibility for any damage to the property of the Fairfield High School PAC and FCS during the use of the facility unless such damage is the result of the sole negligence of FCS.

6. Rights and Copyrights

THE USER shall assume all costs arising from the patented or copyrighted materials, equipment devices, processes or dramatic rights and royalties used or incorporated in the presentation. THE USER agrees to indemnify and save harmless FCS from all damages, costs and expenses from or on the account of the use of patented or copyrighted materials by THE USER in connection with this Agreement.

7. Live Musical Presentations

THE USER shall furnish a letter, no less than 10 days prior to the presentation, to the American Federation of Musicians Local 31. This letter should outline the nature of the show, name the performers and specific details of the music used in the performance. A copy of this letter shall be sent to FCS.

8. Terms Relating to this Agreement

- A. If THE USER fails to remove personal property brought to FCS in connection with the presentation, FCS may remove the same and store at THE USER'S expense, have it shipped to THE USER at THE USER'S expense, or discard. FCS shall not be liable to THE USER for any damages arising from this action.
- B. Damages to the facility as a result of THE USER'S presentation are to be repaired at THE USER'S expense. Estimates for repairs will be provided to THE USER for full compensation to FCS. If THE USER desires, it may have a representative accompany the FCS representative during the inspection, occurring after the performance, by giving notice of such desire, in writing, prior to the performance.

9. Cancellation of this Agreement

- A. In the event of a cancellation of this Agreement by THE USER within a period of 60 days prior to the presentation, THE USER will not be held liable for fees to FCS. If THE USER cancels this Agreement within a period between 10 and 59 days prior to the presentation, THE USER forfeits the advance payment. If THE USER cancels this Agreement within 9 days or less prior to the presentation, THE USER forfeits all fees and charges due FCS in connection with this Agreement.
- B. FCS may cancel this Agreement within 30 days by a written notice without liability to FCS upon refund of any fees or charges paid to FCS. FCS may cancel this Agreement if the presentation fails to meet certain criteria established by FCS, or is void of any artistic merit or social value. This Agreement may be terminated at any time when the facilities are required for the public necessity or emergency use. Under such circumstances, any fees or charges paid to FCS will be refunded or a replacement date may be assigned upon mutual consent of FCS and THE USER.
- C. If any default or failure to perform an agreed-upon obligation occurs on the part of THE USER, FCS may, as its option, terminate this Agreement forthwith. Any fees or charges collected plus all expenses incurred by FCS in preparation for this presentation shall be damages resulting from the default by THE USER and shall be retained by or paid to FCS.

10. Force Majeure

A. Should the Facility be damaged or destroyed by fire or other cause, or if any casualty or unforeseen occurrence including but not limited to strikes, labor disputes, war or action of governmental authorities, shall render the fulfillment of this Agreement difficult or impossible to perform to an extent sufficient to prevent the use of the Facility as contemplated herein, this Agreement shall at once cease, terminate and be utterly void unless within ten (10) days of the occurrence of said damage FCSD shall notify Licensee in writing that said damage will be repaired in time to permit the use of the Facility as contemplated herein. In any such case, FCSD shall not be held liable or responsible to Licensee for any damage caused by said cancellation, FCSD shall be relieved of any further liability by reason of this Agreement, and no claims for compensation or damage shall be made against FCSD by Licensee. Any deposit or rental for the unused portion of this Agreement shall, in any such case, be refunded to Licensee by FCSD within twenty (20) working days.

This License Agreement shall be deemed accepted by the FCS and THE USER upon furnishing of an executed copy along with the required deposit and certificate of insurance to the FAIRFIELD CITY SCHOOLS by THE USER.

IN WITNESS WHEREOF, the parties herein, intending to be legally bound hereby, have duly executed this Agreement on the day and year below written.

FAIRFIELD CITY SCHOOLS

Business Director
Fairfield City Schools
211 Donald Drive, Fairfield, OH 45014

Date

Principal
Fairfield High School
8800 Holden Blvd., Fairfield, OH 45014

Date

Performing Arts Center Coordinator
Fairfield High School
8800 Holden Blvd., Fairfield, OH 45014

Date

THE USER(S)

Name

Date

Name

Date

Address

Phone

Revised: September 18, 2008

