

7.10F4

PROCEDURES
GOVERNING THE RENTAL
AND USE OF

**The Ozark Schools
Performing Arts Center**



Updated Fall 2017

Public Use of School Buildings

It is the policy of the Board that District school buildings may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular schoolwork and proper protection is afforded the district against the potential costs of such use. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the school facilities the District intends to make available for public use. The fee schedule shall be individualized for each school facility and shall be based on a formula that allows the District to reclaim the actual costs incurred by the District from the use of the facility.

School facilities that do not appear on the District's fee schedule shall not be available to the public.

The District shall also require **any** non-school related group using a district facility to provide proof of having purchased sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120 or the individual has a valid concealed carry license and leaves the concealed handgun in the individual's locked vehicle.

Legal Reference: A.C.A. § 6-21-101, A.C.A. § 5-73-119, A.C.A. § 5-73-120
Arkansas Constitution Article 14, § 2

Levels for Usage Priority

Level 1	Ozark School District High School Fine Arts Events
Level 2	Ozark School District Fine Arts Events
Level 3	Ozark School District Non-Fine Arts Events
Level 4*	City, Governmental, or Other Local Non-Profit organizations
Level 5*	Other Non-Profit Organizations with Offices or Members in Our District
Level 6*	For Profit Organizations with Members in Our District

Facilities will not be made available for individual events such as birthday parties, weddings, anniversary parties etc....

Levels 1-3 will be used with little to no cost. Should the event require equipment, staffing, or time, a charge for extraordinary services may apply.

* Levels 4-6 must have a general liability insurance policy of 1,000,000.

TABLE OF CONTENTS

Section I. Building Hours and Scheduling

- A. Scheduling
- B. Signed Application
- C. Non-Discrimination
- D. Space Available
- E. Seating
- F. Schedule of Charges
- G. Rental Fee Payment

Section II. Technical Facilities and Equipment Available

- A. Additional Equipment
- B. Technical Information
- C. Stage and Curtains

Section III. Supplementary Personnel

- A. Personnel
- B. Security
- C. Technicians and Stage Crew
- D. Custodians

Section IV. Ancillary

A. Opening Hours

Section V. Promotion

A. Signs and Posters

Section VI. General Policies

A. Broadcasting, Video, and Sound Recording

B. Copyright Laws

C. Flammable Materials

D. House Seats

E. Lost Articles

F. Objectionable Persons

G. Parking

H. Refusal to Rent

I. Seating Capacity

J. Smoking and Tobacco Products

K. Utility Connections

L. Articles Left after Performances

M. Materials

N. Cancellation

O. Food and Drink

P. Future Rentals

Q. Performance

R. Assumption of Risk

S. Indemnity

T. All Decisions Final

Fee Schedule

Technical and Support Staff Fees

Application for Rental and Use

Technical Information Sheet

SECTION I. BUILDING HOURS AND SCHEDULING

A. Scheduling

The Administration of the Ozark High School Performing Arts Center (the "Performing Arts Center") will maintain a one-year running calendar of activities and will accept tentative event dates within that one-year period. The Board of Education of the Ozark Public Schools will make the Performing Arts Center available for use by responsible community organizations when such usage does not interfere with the regular school program or any school activity, and provided that expenses incurred in the use of these facilities are borne by the sponsoring organization.

Any person or entity renting the Performing Arts Center agrees that the performances, functions or activities shall be open to the public on the same or similar basis as those persons attending any such function. In furtherance of this policy, the person or entity renting the facilities of the Ozark School District shall follow this stated policy.

B. Signed Application

At whatever time a potential user informs the Administration of the Performing Arts Center that a date is firm, an Application in the form attached hereto as Addendum A will be sent from the Performing Arts Center's office to the user for signature. This Application will affirm that the user has read, understood and agreed to be bound by these Procedures. The Application must be returned to the Administration of the Performing Arts Center for approval. This Application is not binding until approved by the Administration.

C. Non-Discrimination

All activities conducted in the Performing Arts Center facilities shall be open to all persons without regard to race, color, religion, national origin, or sex, and shall be conducted in accordance with all local, state and federal ordinances, laws and regulations.

D. Space Available

The Performing Arts Center has a 530-seat main auditorium, scene shop, dressing rooms, follow spot room, control room, and is a fully-equipped stage house.

E. Seating

The Performing Arts Center's main theatre seats 530 persons. The user shall not sell tickets in excess of the Performing Arts Center seating capacity.

F. Schedule of Charges

A current schedule of charges for space, equipment, and personnel services is available upon request from the Performing Arts Center Office or the Ozark Public Schools Administration's Business Office.

G. Rental Fee Payment

All rental charges are to be paid by check or money order in full to the Performing Arts Center Administration or designee immediately after that night's performance. Payments for all supplementary personnel costs will be made to the Performing Arts Center Administration or designee at the end of each night's performance. All transactions are to be made through the Performing Arts Center Administration or designee. A deposit of 50% of estimated space usage is due within two weeks of the date of the execution of the Application with the remainder due (thirty) 30 days prior to occupancy. The deposit is non-refundable and will be applied to the user's final settlement. User will provide proof of liability insurance for personal injury, property damage and casualty in the minimum amount of \$1,000,000 per occurrence.

SECTION II. TECHNICAL FACILITIES AND EQUIPMENT AVAILABLE

A. Additional Equipment

Any equipment which is requested by the user that is not included in the Application must be rented and paid for by the user. A list of equipment and cost is available.

B. Technical Information Sheet

A technical information sheet will be sent to the user along with the Application. This information sheet along with full and detailed information of any other stage requirements, lobby and chair set-up, and any other information that may be required by the Performing Arts Center Administration should be returned to the Performing Arts Center Administration as soon as it is complete, but no later than ten working days prior to the event. When filling out the Technical Information Sheet, user must be as complete as possible.

C. Stage and Curtains

Pinning to the curtains or use of nails and screws in the school-owned set pieces, equipment, or the stage will not be permitted. The stage is not equipped to handle tap dancing and will not be permitted under any circumstances.

SECTION III. SUPPLEMENTARY PERSONNEL

A. Personnel

The number of personnel needed for each event will be determined by the Administration of the Performing Arts Center. Any personnel employed by the user shall be considered user's employees and must be approved by the Administration of the Performing Arts Center. Payment by user for all supplementary personnel costs will be made to the Administration of the

Performing Arts Center or his designee at the end of each night's performance. All transactions are to be made through the Administration of the Performing Arts Center or his designee.

B. Security

There must be a security person on duty at all events. Building security shall be under the control of the Administration of the Performing Arts Center and the user will employ and will pay for all security that is deemed necessary for the proper conduct of the event and for crowd and traffic control. The presence of security does not diminish the user's responsibility to pay for damages to the facility or equipment. Security personnel are required to arrive at least one hour before scheduled events and to remain until the area is cleared.

C. Technicians and Stage Crews

All events scheduled to take place in the Performing Arts Center will utilize the services of trained stage crews and technicians selected by the Administration of the Performing Arts Center or his designee. All supplementary personnel costs will be paid by the user to the Administration of the Performing Arts Center or his designee. All transactions are to be made through the Administration of the Performing Arts Center or his designee.

D. Custodians

The building maintenance supervisor and the Administration of the Performing Arts Center will determine the number of hours and personnel necessary to perform adequate custodial duties surrounding a scheduled event. The user shall be responsible for paying for all labor by each custodian who is employed by the user and approved by the Administration of the Performing Arts Center.

SECTION IV. ANCILLARY

A. Opening Hours

The Performing Arts Center will open the lobby area 60 minutes in advance of the start of the event as specified in the Application. Technical preparations, rehearsals, etc. must be completed by that time. Patrons will be permitted to be seated at least 30 minutes in advance of the starting time. The Performing Arts Center will not be open to anyone outside the High School Fine Arts Department between the hours of 8:00 a.m. and 3:00 p.m. Monday-Friday. This space is a classroom facility and classroom instruction will take priority during school hours.

SECTION V. PROMOTION

Signs and Posters

The user will only use, post or exhibit signs, advertisements, show bills, lithographs, posters, or cards upon billboards, which relate to the performance or exhibition to be given on the premises as identified in the Application, and such items must be approved in advance by the Administration of the Performing Arts Center. Location and method of placement will be under the supervision of the Administration of the Performing Arts Center.

SECTION VI. GENERAL POLICIES

A. Broadcasting, Video, and Sound Recording

The use of photographic equipment, video, or sound recording devices will be prohibited during a performance. If the user wishes to allow the above during a performance, the user must notify the Administration of the Performing Arts Center and procure a signed statement relinquishing responsibility for copyright infringements.

B. Copyright Laws

If royalties or rental fees are necessary, the user will be responsible for paying these charges. The user agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. §§ 101 et seq.) and any regulations issued thereunder, including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use of copyrighted works in user's performances or exhibitions to the copyright owner, or representative of said copyright owner. The user will fully indemnify, defend, and hold harmless, the Board of Education of the Ozark Public Schools and its employees, administrators, agents, representatives, and insurers from and against any and all claims, demands or damages of any nature whatsoever, including any costs and attorney's fees, arising out of the actual or alleged infringement or violation of said copyright law and/or regulations by user.

C. Flammable Materials

No open flames of any kind will be permitted anywhere in the Performing Arts Center at any time.

D. House Seats

The management of the Performing Arts Center reserves the right to request, for its exclusive use, any number of seats necessary for each performance. This number will be negotiable and determined by the management of the Performing Arts Center and the User at the time of signing the Application. These tickets will be delivered to the Performing Arts Center Administration's office eight (8) days prior to the event and these seats will be used at the sole discretion of the management and will not be sold under any circumstances.

E. Lost Articles

The Performing Arts Center Administration or representative shall collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment present in the building. Management will make every effort to reunite article with its owner if contacted by owner of said object lost.

F. Objectionable Persons

The Performing Arts Center Managing Director reserves the right to ask anyone to leave who is making it difficult or impossible for other persons to enjoy the performance. An "objectionable person" shall include, but is not limited to, a person engaging in disruptive behavior, or a violation of the building policy, city, state, or federal ordinance, law or regulation. The user shall

be responsible for any damages sustained by the Performing Arts Center's actions of dismissing such objectionable persons.

G. Parking

Trucks carrying equipment to be used by the user may be unloaded and loaded at the loading dock on the west end of the Performing Arts Center.

H. Refusal to Rent

The Ozark School Board, Superintendent, or the Performing Arts Center Administration may refuse to rent the facility for any event, activity, or performance, if said officials determine that the event in question may cause physical damage or create unusual risks or conditions for the Ozark School District, or for any other reason that is deemed appropriate by the Ozark School District.

I. Seating Capacity

User shall not sell or permit to be sold or distributed, tickets in excess of the seating capacity of 530 in the theater.

J. Smoking and Tobacco Products

Smoking or the use of any tobacco products in the Performing Arts Center is not permitted. Ozark Public Schools do not allow tobacco use on any of its derivative products. User must enforce this policy; otherwise this will constitute a violation of these procedures and user may be asked to pay an additional fee and/or the performance could be canceled.

K. Utility Connections

The Performing Arts Center staff will make all connections, electrical or otherwise. If 220v hookups are necessary, the user will be required to pay for an additional electrician at \$45.00/hr. with a three-hour minimum.

L. Articles Left after Performances

All properties not belonging to the Ozark Public Schools system are to be removed immediately after the last performance. If not removed, they will be discarded or become the property of the Performing Arts Center.

M. Materials

The user will provide all materials used for their event. No extension cords, tape, batteries, gloves, paint, flashlights, building materials, props, hand tools, power tools, saws, fabric, covers, etc. will be loaned to any user. **NO GLITTER IN THE PAC.**

N. Cancellation

If a written notice of cancellation is received by the Performing Arts Center Administration's office at least 30 days prior to the scheduled event, a refund of the deposit shall be made. Events cancelled by the user fewer than 30 days prior to the scheduled event will receive no refund of the deposit. The Ozark Public Schools reserves the right to cancel any performance

sixty days or more prior to the event if a scheduling conflict arises with a school function or activity. A refund of all deposits will be made.

O. Food and Drink

No food, drinks, or the use of tobacco products will be permitted in any area of the Performing Arts Center. **NO EXCEPTIONS WILL BE MADE. NO GLITTER IN THE PAC.**

P. Future Rentals

All future rentals with users will be based on past experiences as to care of the facilities, group compliance to rules, and payment of rental.

Q. Performance

No performance, exhibition or entertainment shall be given or held in the Performing Arts Center which is illegal, indecent, obscene, immoral, or any reason which, in the sole opinion of the Administration of the Ozark Public Schools, may create a negative image of the Ozark Public Schools, its employees, its students or the educational process, or which would otherwise create public controversy. User shall be responsible for providing the script, video of the presentation or an accurate summary of the program and its contents to the Performing Arts Center Administration. For Applications which are signed thirty (30) or more days prior to a scheduled event, user must deliver this material to the Performing Arts Center Administration within five (5) calendar days of the signing of the Application. For Applications which are signed less than thirty (30) calendar days prior to a scheduled event, user must deliver this material to the Performing Arts Center Administration at the time the Application is signed. If the material is deemed inappropriate, the Performing Arts Center Administration shall notify user within five (5) working days and the deposit will be refunded. In the event user does not supply the necessary materials for review within the required time frame, the Administration of the Ozark Public Schools may, in its sole discretion, cancel the Application and retain the deposit. If a performance deviates from the reviewed materials and is considered inappropriate, the Administration of the Ozark Public Schools shall also have the right to stop that performance, at any time, cancel the Application and retain all deposits and fees. In addition, user shall be required to pay all rental charges and fees up through and including all performances, which were previously specified in the Application.

R. Assumption of Risk

The user assumes the risk of any loss or damage to its property or the property of any persons or entity authorized by it to be in the Performing Arts Center. The Board of Education of the Ozark Public Schools, and its administrators, agents, representatives or employees, shall in no case be responsible or liable for any loss of or damage to user's property or person while on the premises of the Performing Arts Center, including the Performing Arts Center parking lot.

S. Indemnity

Each user of the Performing Arts Center shall defend, indemnify, and hold harmless, the Board of Education of the District and the District's employees, agents, successors, and permitted assigns from and against any and all claims, demands, suits, causes of action, damages,

losses, fines, assessments, costs, and expenses, including but not limited to reasonable attorneys' fees, settlement amounts, damages awards, and product warranty and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage, arising directly or indirectly from or out of any action or omission of the user of the Performing Arts Center. The user further agrees to make full restitution for any and all damages incurred during the use of the Performing Arts Center.

T. All Decisions Final

The Administration of the Ozark Public Schools reserves the right to cancel any Application that it deems detrimental to the well-being of the Ozark Public Schools. All decisions concerning eligibility for use, interpretation of the rules, or any other questions concerning the use of any school facility shall be made by the Administration of the Ozark Public Schools and such decisions shall be final.

THE USER WILL BE RESPONSIBLE FOR ENFORCEMENT OF ALL RULES PERTAINING TO THE USE OF THE PERFORMING ARTS CENTER. FAILURE TO ENFORCE RULES AND GUIDELINES STATED WITHIN THE APPLICATION PERTAINING TO THE PERFORMING ARTS CENTER AND ALL AREAS WITHIN MAY RESULT IN IMMEDIATE CANCELLATION AND REMOVAL FROM THE PREMISES.

**OZARK HIGH SCHOOL PERFORMING ARTS CENTER OZARK PUBLIC SCHOOLS
Technical Information Sheet**

Group Using the Facility _____ **Date of Event** _____

I. RESERVATION (check appropriate lines)

Performing Arts Center Stage _____
Dressing rooms _____

II. CHARGES AND FEES (4 hour minimum)

Facility rate

Commercial Rate	# of Hours _____ @ \$100 per	\$ _____
Non-Profit	# of Hours _____ @ TBD	\$ _____
Rehearsal	# of Hours _____ @ \$100 per	\$ _____

TOTAL FACILITY SPACE RENTAL \$ _____

Staff

Managing Director (Minimum 4 hours) @ \$40.00	\$ 160.00
Additional hours: (to be determined) @ \$40.00	\$ _____
Technical Director (Minimum 4 hours) @ \$40.00	\$ 160.00
Additional hours: (to be determined) @ \$75.00	\$ _____

Stage Crew (Sound, Lights, Flies, Curtains, Ushers)

of Crew Members _____ @ _____ hours each @ \$20.00 per hour \$ _____

Custodial

of Custodians _____ @ \$50.00 Each \$ _____

Security

of Security Officers _____ @ \$30.00 per hour \$ _____

TOTAL STAFF HOURS DUE \$ _____

Additional Equipment fees:

1. Grand Piano _____ @ N/A at this time
2. Follow Spot (maximum of 2) _____ @ \$25 each
3. Microphones _____ @ \$8 per mic/day
4. Choir Risers _____ @ \$75
5. Additional chairs (25 or more) _____ @ \$25/day per 50
6. Music Stands _____ @ \$2 per day/stand
7. Lighting (Hang and Focus) _____ @ \$100
8. Screen and Projector (user must provide media) _____ @ \$25

TOTAL ADDITIONAL EQUIPMENT \$ _____

TOTAL RENTAL, STAFFING, AND EQUIPMENT \$ _____

Applicant's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

SETTLEMENT

- 1. Full settlement of all monies due will be payable at the time of completion of USER'S event.**
- 2. Total fees due will be computed as set forth herein and determined by the Managing Director of The Ozark High School Performing Arts Center and presented to the Managing Director.**

Package 1

1. \$500 per 4 hours of use.
 - a. 2 School staff @ \$160 per person = \$320
 - b. Basic Charge \$180
 - c. Security and Custodial May be required depending upon size of the event. Price TBD.
 - d. \$300 cleaning deposit – will be returned upon satisfactory inspection of the facility.

Total Package 1