

Marion Performing Arts Center Agreement (Rev. 8-9-2016)

The Marion Performing Arts Center (MPAC) is proud to be a part of the community. We are glad that you have chosen to present your event in this facility. We are here to provide you a first class venue for this presentation of your event.

The following information is very important to you and to us. We ask that you take some time to fill out the attached form. By completing this form, we hope to assist you in preplanning your event. Thinking through and itemizing your needs can ensure the success of your presentation or event. Thinking through and itemizing your needs can ensure the success of your presentation or event. We ask that you complete, sign and return this form no later than four weeks prior to your event. We realize that for many organizations this much preplanning can be quite demanding. However, our request is due to the busy schedule of this facility and our desire to help assure that your event is everything that you want it to be. In order for your event to run smoothly, preplanning is crucial. We encourage you to carefully review all of the attached information. Please do not hesitate to call the MPAC Manager with any questions at 870-739-5152.

_____ 1. Permission to use the Marion Performing Arts Center (MPAC) shall be requested through the MPAC manager. To secure the date, the renter must submit a completed MPAC use form, sign all necessary documents, and pay the deposit and any applicable feeds within ten business days of final school board approval. The MPAC manager shall obtain approval from the following: high school principal, director of facilities, superintendent and the school board.

_____ 2. Any use of the MPAC shall not interfere with regular school activities or be in conflict with the purposes of the school.

_____ 3. The Marion School District holds first priority in the use of the MPAC.

_____ 4. The MPAC is only available for rental by local non-profit organizations located within Crittenden County. Local non-profit organizations may charge an entry fee for admission. After expenses have been paid, the

Marion School District shall receive twenty-five percent (25%) of the profit from any event. The Renter shall provide to the district a complete financial report showing all revenue and expenditures.

- _____ 5. The MPAC will not be available for use by for-profit groups or agencies.
- _____ 6. After examining the event's requirement, the MPAC manager will determine the minimum number of persons required and the applicable fees for the use of the facility. There will always be a Marion School District employee to supervise the use of the MPAC and a custodian present when the facility is being used.
- _____ 7. A rental fee of \$50.00 per hour, rounded up to the next full hour, shall be assessed. There will be a minimum charge of four (4) hours per rental agreement. Each time access to the facility is granted, a minimum of two hours (\$100.00) will be charged.
- _____ 8. There will be a \$500 deposit due upon arrival of the use of the MPAC. The rental rate applies to all the time that the facility is in use, including performance, rehearsal, setup, load-in, load-out, etc. If all of the profit from the event is going to a Marion School District program (s), including Marion student scholarships, the rental fee will be waived.
- _____ 9. To ensure the protection of all in-house equipment, only persons approved by the MPAC manager shall operate any sound, lighting, stage, media equipment, etc. The piano, lighting, sound, or any other equipment is not to be moved without the consent of the MPAC Manager. If the piano is moved, the renter shall be charged a tuning fee. Specialized needs for sound and/or lighting must be arranged in advance with the MPAC Manager.
- _____ 10. The Marion School District requires renters to provide proof of liability insurance coverage for bodily injury or death and/or property damage liability no fewer than ten (10) days prior to the event in the amount of one million dollars (\$1,000,000) per occurrence specifically naming the Marion School District as additional named insured.

- _____ 11. The Renter is solely responsible for any damage caused to the building facilities equipment and property during, and arising out of, such use, and for any personal injuries which occur during, and arising out of, such use, and further agrees to indemnify and hold harmless the Marion School District Board of Education and all personnel from all claims of every nature.
- _____ 12. The Renter must provide the name and contact information of the contact person for the event. The contact person must coordinate the needs of all aspects of the event with the MPAC Manager. The contact person or their designee must be present at all times when the facility is being used.
- _____ 13. All scenic units, decorations, props, and electrical equipment provided by the Renter is subject to a safety inspection by the MPAC manager or his/her designee. Marion School District reserves the right to prohibit the use of any scenery, decorations, props and/or electrical equipment that is deemed to be unsafe or inappropriate for a school setting. Any items deemed to be unsafe must be brought up to minimum standards before being used., or must be removed from the premises.
- _____ 14. The Renter shall be responsible for putting up any sets and/or decorations and all other special preparations necessary for the event. Following the performance, the building must be immediately and totally cleared of all your property, including, but not limited to, costumes, scenery, set pieces, trash, etc. Any item remaining in the MPAC at the conclusion of the event will be deemed trash and disposed of at the expense of the Renter. All material must be flameproof or fire retardant.
- _____ 15. No facility wall, curtains, ceiling surface or any surface may have any item attached to it with glue, tape, screws, nails, tacks, staples, etc.
- _____ 16. Construction of sets, props, and decorations must be done off site. In extreme cases, exceptions may be made at the discretion of the MPAC

manager. There is to be no painting of sets, etc. without prior approval of the MPAC manager.

_____ 17. **GLITTER or FEATHERS** are not allowed in any portion of the building at any time. This includes glitter or feathers on costumes, on sets, and used in productions. A minimum of \$100 cleanup fee will be assessed to you if glitter or feathers are found after a rental session.

_____ 18. All plants, trees, and shrubs must be in waterproof containers and must be carefully placed so as not to damage floors, furnishings or block exits.

_____ 19. All doors, aisles, access to fire extinguishers must be kept clear in the event of an emergency.

_____ 20. The MPAC is a smoke/tobacco free environment. Arkansas State Law prohibits smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district. The prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor. Use of or sale of intoxicants or controlled substances will not be permitted on any property of the Marion School District.

_____ 21. The use, sell, and/or possession of alcohol, drugs, and/or any other form of intoxicant or controlled substance will not be permitted on any property of the Marion School District.

_____ 22. No food or drink is allowed in any area of the theater seating at any time. It is the responsibility of the Renter to assure that all participants and all others associated with the event abide by this requirement at all times. A minimum of \$100 cleanup fee will be assessed to you if food or drink are found after a rental session.

_____ 23. The Renter will inform all members of their events with access to the stage or backstage areas that items belonging to the Marion School District, including but not limited to sets, props, costumes, accessories, musical instruments, lighting equipment, sound equipment, tools,

building materials, paint and painting supplies, should not be touched, moved, or used by the Renter or their participants without prior approval of the Manager.

_____ 24. The Renter will ensure that their participants remain in only approved areas.

_____ 25. The Renter shall be responsible for the orderly conduct of all persons at the event. Marion School District reserves the right to remove, or have removed, any person behaving in an unlawful or objectionable manner.

_____ 26. Fights, vandalism, or destructive behavior on the part of any member of the renter's group or its audience will be grounds for immediate cancellation of the event and all future events. No refund of fees will be given if an event is cancelled for any of these reasons.

_____ 27. Admission to the auditorium may not be granted, not tickets may not be sold in excess of the seating capacity. All admission must either be handled through our ticketing system with Vendini or by cash transactions. Violating this will be grounds for immediate cancellation of your contract with the Marion Performing Arts Center.

_____ 28. Marion School District will not be responsible for lost-and-found items. In the event an item is found, the MPAC manager will contact the Renter. All found items will be held by the MPAC manager for a maximum of (7) days.

_____ 29. For reasons of safety, audience members are not to be allowed on stage before, during or after performances without the permission of the MPAC manager.

_____ 30. The use of the sound system, lighting system, piano, and any other equipment must be arranged in advance with the MPAC manager.

_____ 31. Children under the age of eighteen must not be left unattended in any areas of the MPAC. It is the responsibility of the Renter to take reasonable steps to safeguard the health and safety of the minor children during the

time of the use of the facility. It is the responsibility of the Renter to take reasonable steps to insure proper behavior of the minor children as not to disrupt, inconvenience or endanger staff, guests or facility property. The Renter will immediately be notified of any person who is presenting a health, safety, or liability risk to property or others or person whose behavior is causing a disruption to staff or guests. The Renter assumes entire responsibility for the conduct of all persons, including children of school age, while they are in or about the building or in use of said property.

_____ 32. The use of smoke machines, fog machines and other pyrotechnical devices will be at the discretion of the MPAC manager and shall be included on the Renter's Facility Use Form.

_____ 33. Before usage, the MPAC manager and the Renter shall do a walk-through of the facility and note any deficiencies.

34. At the conclusion of the event, before vacating the building, the MPAC manager and the Renter will inspect the facilities for any damages and incomplete removal of property, trash, etc. The Marion School District shall have the final authority on said damages and the company or person hired to repair the damages. The cost of repair shall be assessed to the Renter.

_____ 35. All renters shall abide by local, state, and federal laws, ordinances, rules and regulations while on Marion School District premises. All licenses and permits required by law shall be obtained by the Renter to perform any and all copyrighted material. Marion School District has the right to require any renter to provide satisfactory evidence of required licenses and permits at any time prior to performance. The Renter shall indemnify, defend and hold harmless Marion School District and all of its agents and employees from any claims, damages, or costs including legal fees due to the Renter's violation of copyright laws and regulations. When copyrighted music is performed, either live or via recording,

royalties are due to be paid. No violation of copyright laws will be permitted.

_____ 36. A mandatory, no charge production meeting with the MPAC Manager will be held no later than three (3) weeks in advance of the event. This meeting will allow a complete discussion of the technical and front of house needs for the event. A pre-production questionnaire will be given when reserving the facility. This form must be completed and brought to the meeting. This meeting will be scheduled during a time set by the MPAC manager.

_____ 37. Animals other than those required by persons with disabilities or for use in a production as required by a script, will not be allowed in the MPAC for any reason.

38. Animals involved in a production are only allowed in the MPAC for such time as they are required to participate in rehearsals or performances. Use of animals will only be approved in conjunction with an approved handler for the animal with no other responsibilities in the production. The handler assumes all responsibility for the animal. Use of animals in any event is only permissible under certain circumstances and with prior approval of the MPAC manager.

_____ 39. The Marion School District reserves the right to refuse or to cancel any and all agreements issued for the use of the MPAC when it is deemed that such an action is necessary for the best interest of the District.

_____ 40. The Marion School District shall have the final authority on any matter not included in these rules and regulations.

_____ 41. Marion School District reserves the right to amend these rules and fee charges as deemed necessary without any advance notice. Previously approved reservations will not be affected by new rates.

Use of the MPAC requires acceptance of the conditions as stated above. Failure to comply may result in the cancellation of any existing rental agreements and denial of future rental requests.

As the Renter, I have read and understand all of the Marion Performing Arts Center rules and regulations and agree to abide by them. I also agree to be fully responsible for the supervision of the event, for the conduct of all persons present to pay all agreed upon fees., and to pay the cost of any damage which may result to school property.

Name of Organization Requesting to Use the MPAC:

Authorized Representative: (Print) _____

(Sign) _____

(Date): _____

Signature of MPAC Manager: _____

Date: _____

C: Director of Facilities
High School Principal
Superintendent