

Contract

(FULL Payment due at contract signing. Events are not confirmed without contracts)

THIS CONTRACT, for the leasing of facility and provision of services for the events described below and in the attached documents is made by and between

_____ (Leasing Organization) _____ (Telephone)
 _____ (Mailing Address) _____ (Facsimile)

Hereafter referred to as the "Leasing Organization," and the Hardin County Schools Performing Arts Center hereafter referred to as "PAC".

This Contract is made this _____ day of _____ in the year, _____.
 That for and in consideration of mutual promises and covenants contained herein, the parties hereto agree that the PAC will be furnished for use to the Leasing Organization for the following purposes and no other:

_____ (Title of Event)

Organization Types & Hourly Charges

	Youth On Stage	Regular	Business	Anticipated Hourly Charges
Load-in / rehearsal (w/o lights or sound)	\$30	\$60	\$180	
Full facility use (w/ lights and sound)	\$50	\$150	\$600	

Rates are based on time building is unlocked to when it is relocked upon vacation of premises

Additional Fees

To be assessed and agreed upon prior to contract signing. Additional Fees include but are not limited to:

TOTAL DUE

- The Leasing Organization shall pay the TOTAL DUE to PAC for use of the facilities. This amount is due at time of contract signing, unless the parties agree to a modification identified as follows: _____
- Other terms and conditions are detailed in the attached Booking Information/Use Application identified as Exhibit (A) and the Usage Guidelines identified as Exhibit (B). Both Exhibit A and Exhibit B are attached hereto and incorporated herein as if fully set out. Your signature below indicated that the Leasing Organization agrees to all of the terms set forth in this Contract as well as the attached Exhibit A and attached Exhibit B.

Refunds

- Payment will only be refunded if the PAC receives written notification of the Leasing Organization's cancellation no later than thirty days prior to lease date listed above. If cancellation occurs after that date, the PAC shall keep the payment to cover expenses incurred or lost due to the forfeiture of the leasing.

Additional Charges

- Additional charges not included in this agreement may be imposed in cases of unusual damages to facilities and for additional use of facility, equipment, supplies, cleaning and services above and beyond those stated herein and in attached exhibits. These fees will be issued in an invoice presented to the Leasing Organization following the completion of the event.

Authorized Material

- The Leasing Organization agrees that any materials (i.e. music, literature, poetry, lecture, comedy, etc.) presented at the PAC is either original work or works for which the Leasing Organization has received written permission from the author or his/her licensed agent to perform.

Permits, Insurance and Usage Guideline Provisions

6. The Leasing Organization agrees to abide by all rules, regulations and policies as set forth in the Usage Guideline including, but not limited to, those policies requiring liability insurance in a minimum sum of \$1,000,000 and the obtaining of licenses, permits and associate fees necessary to conduct the operation specified by this Contract. Said permits and proof are attached hereto and are incorporated herein by reference. The Leasing Organization states that it has read the Usage Guideline (attached Exhibit B), understands it, and agrees to abide by it.

Indemnification Agreement

7. Leasing Organization assumes the risk of all damage, loss, cost, and expense, and agrees to indemnify and hold harmless the PAC, its officers, agents, and employees, as well as the Hardin County Board of Education, its agents and employees, from and against any and all liability, damage, loss and reasonable attorney fees incurred as a result of the Leasing Organizations use of the PAC.

PAC Approval

8. All exhibits, events or artistic performances in the PAC are always subject to approval by the Hardin County Superintendent or their designee (the PAC Director). Performers or presenters expressly consent to such sole approval and expressly waive any claim of censorship.

Structural Changes

9. The Leasing Organization agrees not to make any structural changes to the premises without the prior written permission of the Hardin County Superintendent or their designee (the PAC Director).

Vacating Premises

10. The Leasing Organization agrees to vacate the premises within the time specified and leave the premises in the same condition as when received. The Leasing Organization agrees to be liable for any damages to the premises beyond the TOTAL DUE reflected in this agreement.

Breach of Agreement

11. The Leasing Organization agrees that any breach of the terms and conditions of this Contract may result in immediate expulsion from the facilities and will result in denial of any future requests for usage of the facility.

Should the Leasing Organization breach any of the terms and conditions of this Contract, and legal action is undertaken by the PAC Director and/or the Hardin County Board of Education, the Leasing Organization agrees to pay reasonable attorney's fees and court costs incurred by the PAC Director and/or the Hardin County Board of Education.

Venue

12. This Contract is governed by the laws of the Commonwealth of Kentucky; venue shall be in Hardin County, Kentucky.

Miscellaneous

13. The Leasing Organization shall assume full responsibility for the conduct of any patron, guest or visitor who attends an event it is sponsoring. Smoking, food and/or drinks are allowed only in designated areas as specified in the Usage Guideline (attached). The Leasing Organization is responsible for any special clean up or repair which may result from the event. A maintenance fee for special clean up or repair will be assessed if necessary.

Agreement to Terms

I, _____,
 the undersigned, a representative of the organization,

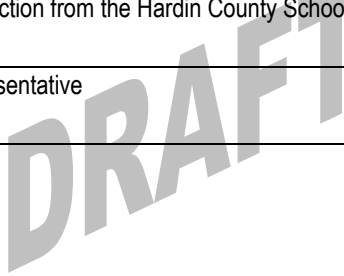
do hereby agree to all terms outlined herein. I agree to abide by these terms with the understanding that failure to comply could result in the cancellation or rescheduling of the event outlined above. I understand that under certain circumstances, my organization's failure to abide by these terms could result in ejection and/or restriction from the Hardin County Schools Performing Arts Center.

 Signature of Leasing Organization Representative

 Date

 Signature of PAC Director

 Date



PLEASE SIGN AS INDICATED AND RETURN THIS ENTIRE DOCUMENT