

Conditions of Rental

1. Upon Application approval, the potential Renter will be contacted and a Facility Contract will be drawn up. This Contract will confirm organization classification, hours of usage, all applicable fees, and will indicate willingness by the Renter to adhere to all terms and conditions set forth in said Contract, Application and Conditions of Rental. Renter will execute a signed copy of all three documents no later than at Contract signing.
2. In addition to the aforementioned-signed documents, proof of insurance must be received prior to rental confirmation.
3. Unless otherwise agreed upon by both parties in writing prior to Contract signing, rental payment is due in full at time of signing.
4. An adult responsible representative from the renting organization must be present whenever the Renter is on premises.
5. A PAC staff member must be present whenever the Renter is on premises.
6. Absolutely no food or drink is allowed in any PAC space other than the Green Room. PAC reserves the right to remove or have removed any such items immediately.

EXCEPTIONS: Food or drink may be used only as a "prop," only on stage and only when a PAC staff member is present. Permission for the theatrical use of food and drink must be agreed to in writing prior to Contract signing. Bottled water is permissible except in cases in which it may pose a hazard.
7. The possession, use or sale of tobacco, illegal substances (including alcohol) and firearms is strictly prohibited in the PAC, JHHS school building or on school grounds. PAC reserves the right to remove or have removed any such items immediately.

EXCEPTIONS: Tobacco may be used only as a "prop," only on stage and only when a PAC staff member is present. "Prop" guns may be used on stage only and are subject to the approval of the local fire marshal, only on stage and only when a PAC staff member is present. Permission for the theatrical use of tobacco must be agreed to in writing prior to Contract signing.
8. All local fire and safety regulations must be strictly adhered to. All fire exits, aisles, stairways, ramps and air vents must be kept open at all times. No storage of any flammable liquid or volatile chemical is allowed on premises. The use of oil base fog chemicals is not permitted. Pyrotechnic devices must be approved by the PAC Technical Director and must meet all city, state and federal fire codes. In addition, a demonstration may be required by the local fire marshal. The use of internal combustion is prohibited on the premises. Permission for the use of fog machines, pyrotechnic devices and the like must be agreed to in writing prior to Contract signing.
9. No activities in violation of federal, state, or local laws, ordinances, rules, regulations or the opinion of the Board of Health shall be permitted on the premises.
10. No immoral or illegal activity shall be allowed on the premises.
11. No alterations (i.e., advertising signage) to the building or grounds can be made unless agreed to in writing prior to Contract signing.
12. The loading dock is for loading and unloading only. Permission to use the loading dock as a parking area must be agreed to in writing prior to Contract signing.
13. Nothing may be attached to the doors, windows, walls, ceiling, floors or drapes of any PAC facilities. The use of glue, adhesive tape, screws, nails, tacks or staples on any doors, windows, walls, ceiling, floors or drapes in PAC facilities is strictly prohibited without the permission of the PAC Director or designee. PAC reserves the right to remove or have removed any such items immediately.
14. PAC reserves the right to remove or have removed from the facilities any person causing a public disturbance or physically damaging PAC facilities, JHHS school building or grounds. Renter assumes all responsibility for the behavior of the members of its organization and audience members. Violation of this policy by one individual may warrant removal of the entire organization from the facilities and will render the Contract null and void and the Renter may be barred from any future use of PAC facilities. Under such conditions, payment will not be refunded and the Renter will be held responsible for the costs to repair any damages incurred.
15. PAC may not be used for overnight lodging.
16. PAC may not be used for overnight storage. All materials brought into PAC must be removed at the end of the event unless prior arrangements have been made in writing prior to Contract signing. Renter will be billed for disposal or storage of materials in the event all such materials are not properly removed in a timely fashion.
17. Construction and painting are not permitted in any area of the PAC except the Scene Shop and Stage. Construction and painting are only permitted under the supervision of a PAC Director or designee. Renter will be billed for labor and material used in construction and will be held responsible for any damage including the removal of paint left anywhere in the facilities.
18. Renter is solely liable for any damage or loss resulting from the rental of the facilities.

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19. Renter shall assume sole liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it. Proof of liability insurance (a minimum of \$1,000,000) naming the Board as additional insured under the policy for the activity must be provided in writing prior to Contract signing.
20. Sound levels will be set in accordance with the PAC Director's specifications and shall at no time exceed his restrictions.
21. Animals are not permitted in PAC without permission from the PAC Director in writing prior to Contract signing.
EXCEPTION: Guide animals for persons with disabilities are exempt.
22. The use, maintenance and operation of PAC equipment, including lighting and sound systems, and Scene Shop equipment, is restricted to authorized personnel only as determined by the PAC Technical Director. These restrictions include modifying, unplugging or making any adjustments to any system/console. Any equipment, including additional lighting, sound, video or additional stage equipment brought in by the leasing group must be approved by the PAC Technical Director.
23. All technical personnel and/or renter volunteers must participate in training and orientation of the facilities and equipment by the PAC Technical Director before they can work in PAC.
24. Renter must obtain all licenses and permits and pay all associated fees necessary to conduct operations specified by the Contract. Renter shall assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used for the event.
25. Renter shall not sublease or reassign any portion of PAC facilities or item of equipment covered by the Contract.
26. Prior to distribution, the PAC Director must approve all publicity pertaining to events held in the facilities. Permission to use the PAC logo or any verbiage in any publicity must be granted by the PAC Director in writing prior to Contract signing. Under absolutely no circumstances should the facility be identified in publicity as "Hardin County Performing Arts Center" or "John Hardin High School Performing Arts Center." Only the phrases "Hardin County Schools Performing Arts Center" or "The PAC" may be used to identify the premises only and should not be used to denote or imply sponsorship. Only the phrase "Located at John Hardin High School" may be used to identify the premises' location. Violation of this policy will render the Contract null and void and the Renter may be barred from any future use of PAC facilities.
27. PAC assumes no responsibility for loss, theft or damage.
28. Obscene, sacrilegious or otherwise inappropriate subject matter or treatment of material shall not be permitted. Said judgment to be determined solely by the PAC Director.
29. PAC will not be responsible for ticket sales of Renter events unless prior arrangements have been made in writing prior to Contract signing.
30. PAC will not be responsible for additional backstage assistance required by the Renter unless prior arrangements have been made in writing prior to Contract signing. PAC Director reserves the right to require the Renter to provide additional backstage assistance upon demand. If the Renter cannot, the PAC will provide needed assistance at additional cost to the Renter. Likewise, if a Renter has extraneous backstage personnel, the PAC Director reserves the right to require the Renter to have unnecessary people removed from premises.
31. Prior to the performance, the Renter must coordinate backstage security with a PAC designee. Only authorized persons will be allowed backstage. This is to help insure the safety and security of all parties involved as well as the premises. As a general rule, only people actively participating in an event (performers, technicians, PAC staff) should be allowed backstage. Friends and family of participants should be limited to designated PAC audience areas such as the lobby.
32. Unless other arrangements have been made, prior to each performance an announcement must be made to the audience by the PAC Director or designee. This announcement will contain but is not limited to a brief welcome to PAC (script available for review), fire exit locations, any required prohibitions (no smoking, no flash photography, etc.), the Renter's name and the title of their event.
33. Upon departure, the Renter should leave premises in as good or better a condition than as before used. Said condition to be determined by the PAC Director or designee.
34. Upon the Renter's departure, the PAC will draw up an Invoice for services rendered detailing PAC services provided, any damage occurred and/or additional hourly costs accrued. This Invoice will then be delivered to the Renter. Full payment of the balance due will be expected within 10 workdays or legal action to obtain payment will be pursued.
35. **Violation of any of the above policies may result in immediate expulsion from the facilities, render the Contract null and void and will result in the denial of future PAC facilities rental applications.**

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Agreement to Terms

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

_____ do hereby agree to all terms outlined herein as well as the rules, regulations and policies set forth in the Addendum(s) titled:.

_____ 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 Renting Organization Representative

Date

PLEASE SIGN AS INDICATED AND RETURN THIS PAGE ALONG WITH YOUR APPLICATION