Hardin County Schools
pac
Performing Arts Center

PAC RENTAL PROPERTY CONTRACT

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

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This contract, for the rental of theatrical property (set, props, costumes, etc.) 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 owner of described property, 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 furnish property (see attachment) for use to the Leasing Organization for the following purposes and no other:

_____
(Title of Event)

TOTAL DUE UPON CONTRACT SIGNING

1. The Leasing Organization shall pay the TOTAL DUE to PAC for use of PAC property. This amount is due at time of contract signing along with copy of insurance liability limits, unless the parties agree to a modification identified as follows:

_____

2. Other terms and conditions are detailed below and on any supporting materials 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 supporting materials.

Refunds

3. 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

4. The Leasing Organization shall assume full responsibility for the conduct of any personage using PAC property while in its possession. The Leasing Organization is responsible for any special clean up or repair which may result from their usage of PAC property. Additional charges not included in this agreement may be imposed in cases of unusual damages to or for special clean up or repair of PAC property if necessary. These charges will be issued in an invoice presented to the Leasing Organization following the completion of the event.

5. Any shipping costs incurred by the PAC will be charged through a final invoice

Insurance and Instructions for Care & Handling

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. Said permits and proof are attached hereto and are incorporated herein by reference. The Leasing Organization states that it has read the Instructions for Care & Handling, understands them, and agrees to abide by them.

   Upon receipt, unpack and inventory all costumes. Check against packing slip inventory and inform the PAC immediately of any shipping damage or packing discrepancies. When returning by shipping, items must be insured for the replacement value of the property.

   Property must be stored and returned in the same manner in which it is delivered.

   Eating, Drinking and smoking within a fifteen foot radius of PAC property is forbidden.

   Dress shields are to be used where applicable (e.g. ladies' dresses, men's jackets).

   T-shirts must be worn under all men's costumes.

Extreme care must be taken when packing property for return shipment:

a. When unpacking, take particular note of how items are packed and repack the same way.

b. Boxes should be repacked as per the packing slip inventory provided for each numbered box.

c. Costumes must never be packed when damp. Allow sufficient drying times after the final performances.

d. Washable items must be laundered before returning.

The appropriate coordinator (costumes, props, and/or set) of your production must be given a copy of this contract in order to insure that all items and instructions are followed. Each coordinator will assume responsibility for repairing any damage by the Leasing Organization who in turn will reimburse the PAC the replacement value should the property be lost, damaged, or destroyed for any reason. These properties are to be used in a reasonable and customary manner. If any items are to be used in an unusual manner, approval must be given by the PAC Director prior to the signing of this agreement. Determination of damages is at the sole discretion of the PAC Director. All unauthorized alterations will be considered damage and will be dealt with as such.

Indemnification Agreement

7. Leasing Organization assumes the risk of all injury, 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 property.

Structural Changes

8. The Leasing Organization agrees not to make any structural changes to the property without the prior written permission of the Hardin County Schools designee (the PAC Director).

Timely Return of Property

9. The Leasing Organization agrees to return all PAC property within the time specified and in the same condition as when received. The Leasing Organization agrees to be liable for any damages to PAC property beyond the TOTAL DUE reflected in this agreement.

Breach of Agreement

10. The Leasing Organization agrees that any breach of the terms and conditions of this Contract may result in immediate cancellation of agreement and denial of any future requests for PAC property usage.

    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.

Miscellaneous

11. This Contract is governed by the laws of the Commonwealth of Kentucky.

Agreement to Terms

I, _____ ,
the undersigned, a representative of the Leasing Organization,

_____ ,
do hereby agree to all terms outlined herein and understand that under certain circumstances, my organization's failure to abide by these terms could result in cancellation of contract and/or future restrictions from use of Hardin County Schools Performing Arts Center property.

Signature of Renting Organization Representative	Date
Signature of PAC Director	Date

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PLEASE SIGN AS INDICATED AND RETURN THIS ENTIRE DOCUMENT