

## **The Performing Arts Center at Marietta High School**

The Performing Arts Center on the campus of Marietta High School is a facility of the Marietta City School District (the "District" or "Marietta City Schools") in Marietta, Georgia. This facility is available to the community for cultural and educational events as the schedule allows, subject to the terms and conditions below, and applicable District policies. The rental and use agreement is revocable by the District and is governed by O.C.G.A. § 51-1-53.

The District reserves the right to be a partner in all programming at the performance center. Organizations seeking to utilize the facilities independently will be reviewed on a case by case basis for approval. Fees will be determined according to programming needs and the categorical rental structure. For programming partnerships, there will be a separate contract stipulating all financial and other conditions of the partnership arrangement.

The following priorities will govern the scheduling process:

1. Events scheduled by the Marietta High School performing arts department and its educational partners, MHS Administration, MCS Performing Arts Programs, MCS Administration (In the listed order as priority)
2. Events sponsored by non-profit groups comprised primarily of Marietta youth. (Proof of Non-Profit status and Marietta youth rosters will be required)
3. Events sponsored by non-profit groups (must provide documentation), commercial users and for-profit organizations.

The following categories have been established  
for the purpose of determining rental fees:

**Category I:** School sponsored groups: any organized group or organization directly connected with Marietta City Schools. These organizations must be sponsored and approved by school and central office administration and must have a designated faculty member to supervise. These are not groups that are external to our schools/district and happen to have a faculty member involved.

**Category II:** School Community Groups (Booster Clubs, PTSA's, etc.) whose primary purpose is school related. Fees may be charged on the basis of services rendered.

**Category III:** Community Non-Profit Groups: defined as governmental agencies or groups (scouts, church groups, Kiwanis, Rotary, etc.) that are primarily comprised of District residents and residents of Marietta City proper providing civic, educational or cultural activities. Proof of Liability Insurance coverage and non-profit status must be provided in accordance with this rental policy (For all non-school groups). Rent and service fees will be charged.

**Category IV:** For profit groups (has no distinction as non-profit) comprised of primarily Marietta youth (e.g., dance groups, piano recitals, etc.): must have proof of Liability Insurance coverage in accordance with this rental policy (For all non-school and for profit groups.). Rent and Service fees will be charged.

**Category V:** Any private, non-district and/or profit making group whose interests are limited primarily to the membership or for profit; e.g. business, vendors, private agencies, etc. , must have proof of Liability Insurance coverage in accordance with this rental policy (For all non-school and for profit groups.) which names the District as an additional insured. Rent and Service fees will be charged.

ADVANCE DEPOSITS - Categories III, IV & V

A deposit in the amount of \$150 shall accompany the signed rental contract.

A second payment of the remaining estimated cost will be due four weeks prior to the program date.

Final payment will include any additional usage and staffing costs which is due within thirty (30) days after the event.

Any Lessee who does not pay the final balance will not be allowed to schedule or use any school facilities in the future. Should the program be canceled by the Lessee the auditorium will retain the actual amount to cover any costs incurred by the canceled program. Should the actual Auditorium rental be less than the deposit amount (Total Estimated amount paid four weeks prior to event) the difference will be refunded to the Lessee.

#### BASIC COMPONENTS INCLUDED IN STANDARD RENTAL

The Lessee is provided with the use of the Grand Hall Foyer, East and West Galleries, Men's and Women's Restrooms, Audience Chamber and appropriate stage space in a basic rental agreement. The utilities provided will be house lights, basic stage lighting, and house microphone. It is understood that the Foyer and Galleries may also have Marietta City School's materials and displays present and available to patrons as well as displays of local and traveling exhibits.

#### STAGE EQUIPMENT

All auditorium, sound, lighting, and projection equipment is available to the Lessee as specified in the rental fee structure. Additional equipment required must be cleared in writing with the Arts Director ("AD") in advance and this expense and its acquisition will be the responsibility of the Lessee.

#### STAGE REQUIREMENTS

All stage requirements shall be presented in writing and discussed with the AD at least two weeks in advance. Earlier notice may be needed depending on the complexity of staging requirements.

#### STAGE LABOR

The amount of stage labor will be determined by the artist's contract's technical rider where applicable. In all other cases, the number of stage hands needed will be the decision of the AD. Stage labor will be supplied by the District unless included in the artist's contract for services. All stage labor will be the expense of the Lessee. No outside persons may operate stage equipment, sound or lighting instruments. Organizations wishing to employ their own staff to use the auditorium equipment must first receive the written permission of the AD.

#### SCHOOL DISTRICT PERSONNEL

All questions and concerns regarding any aspect of facility use, whether technical, schedule, house, custodial or other should be addressed with the AD or his/her designee. The AD will take responsibility for seeing that concerns are addressed to the appropriate personnel.

#### CANCELLATION DUE TO EMERGENCY

Should the Auditorium be destroyed or damaged to such an extent that the damage will substantially interfere with the use of the facilities, or should a strike, public emergency, or other unforeseen occurrence beyond the control of the AD prevent the use of the facility, then the AD and/or Lessee shall have the right to terminate this agreement. The Lessee would be liable only for charges due at the time of termination. Should the agreement be so terminated, the Lessee waives any claim against the School District for damages and compensation.

#### HOLD HARMLESS CLAUSE AND DAMAGE PAYMENTS

The Lessee shall agree to save and hold free and harmless, the District, its officers, agents, and employees, from and against all claims, demands, loss, liability, cost, or expense of any kind or nature whatsoever which the District, its officers, agents or employees, or any of them may sustain or incur, or that may be imposed upon any of them, or injury to, or death of, persons or damages to property arising out of, connected with, or attributable to the rental, use, and occupancy of the facility. Lessee shall be held fully responsible for damage to District facilities incurred in relationship to their use of the facilities, whether intentional or unintentional, whether by authorized attendee(s) or unauthorized attendee(s) to their event. The Lessee will pay on demand for any loss or damage due to rental activity of the Auditorium, and/or other leased spaces, equipment, or equipment belonging to professional talent brought in for/by the Lessee.

#### NON-EXCLUSIVE USE

## AB# 5.1

Lessee understands that other activities may be taking place in other sections of the High School during the event scheduled in the Auditorium. Lessee further understands that other events may be scheduled by the AD. Lessee will store sets, props, costumes, and other properties in areas designated by the AD. Parking is provided at the school and is usually sufficient for all activities on campus, but is not guaranteed by the management to be sufficient in every circumstance. No Lessee will be allowed more than one week of consecutive (daily) use of the Auditorium.

### FACILITY CONDITION AND LIMITATIONS

Lessee is responsible for maintaining and leaving the facility in the same condition as found. Lessee is responsible for repair and replacement costs of any damage which might occur to the facility and its contents. Only non-flammable sets and materials are permitted in the facility. The District is not responsible for any items brought onto the premises by the Lessee or its invitees, or attendees.

### CONTRACT

In all cases where professional talent is concerned, the Lessee must approve all contractual and technical riders with the AD before the Auditorium rental contract is signed to ensure there are no requirements that are contrary to Marietta City School's Policies.

### RADIO, TELEVISION, AND RECORDING

The granting of permission to broadcast via radio or television, or recording for other reasons, shall be done by mutual written consent of the Lessee, the AD and the artist or his agent. The written consent must be obtained in advance. Lessee should be aware that Auditorium preparations necessary for broadcasting or recording may result in additional costs. The AD's permission is mandatory and final.

### PROMOTIONAL MATERIALS

Marietta City Schools reserves the right to distribute promotional materials concerning its own programs at any event held in the Auditorium. Organizations, of any type (School district, Educational Partners, community based groups, etc.) must receive expressed permission from the AD to distribute any type of material on the premises of the PAC. Promotional materials must relate to the event in progress or a future event to be presented by the Lessee and must be approved by the AD. It is understood that during the period following the opening of the exterior doors, through the closing of these doors after the final part of any program, only the Marietta City Schools or the Lessee has the right to distribute approved materials in the Auditorium or on any school property. Lessee, artists, or crews may sell or give periodicals, books, magazines, newspapers, novelties, photographs, programs, recordings, etc., but all items must be approved by the AD. Board Policy KJ is available upon request.

### FOOD and BEVERAGE CONCESSION

The AD retains sole authority in determining if any food and beverage items may be allowed to be sold and under which conditions. First priority on concessions will be given to student groups associated with Marietta High School Fine Arts programs, after which the AD will make a determination as to whether to use other groups within the schools to furnish and staff the concessions. *It is understood that no food or beverage may be sold, given, or used in the Auditorium, including by the Lessee, artists, or crews.*

### OBJECTIONABLE PATRONS

Marietta City Schools reserves the right to remove or ask for the removal, from the premises, of any objectionable person or persons. The Auditorium or its staff shall not be liable to the Lessee for any damage that may be incurred by the Lessee through the exercising by the Auditorium of such right.

#### SAFETY REGULATIONS

Safety regulations shall be in accordance with the City and State codes, and shall be enforced by all involved.

#### CAPACITY

Lessee shall not admit to the Auditorium facilities a larger number of persons than can be legally seated (727 fixed seats +12 removable seats along sides = 739 total).

#### NO SMOKING

Smoking is prohibited at or on all public school buildings and grounds, including parking lots. Any infraction of smoking regulations can cause the termination of the event, and closing of the Auditorium at the discretion of the Facility Coordinator or school administration.

#### ALCOHOLIC BEVERAGES

Alcohol is prohibited at or on all public school buildings and grounds. Any infraction of alcohol regulations can cause for the termination of the event, and closing of the Auditorium at the discretion of the AD or school administration.

#### DOORS OPEN

Doors open to the public for all Auditorium programs 45 minutes prior to the beginning time stated on the rent contract, unless specifically arranged with the AD in advance.

#### USHERS AND STAFFING

The MPAC does not provide ushers, box office staff, concessions, or other support personnel for events. These are the responsibility of the Lessee.

#### SECURITY

Security may be required on a case by case basis at the discretion of the AD. All costs related to security shall be the responsibility of the lessee.

#### ADDITIONAL FACILITY RENTAL

Green Room, Choir Room, Dance Studio, Band Suite use by Category II, III, IV, and V will incur a \$150 per room per day fee.

Box Office and ticket booth use by Category II, III, IV, and V will incur a \$50 per space per day fee.

#### *NONDISCRIMINATION STATEMENT:*

*The Board of Education of the City of Marietta does not discriminate on the basis of race, color, religion, national origin, age, disability, or gender in its employment practices, student programs and dealings with the public.*

*EEV# 48539*

*Date of Administration: July 31, 2007*