



Rules and Regulations

- 1. No food or drink of any kind is permitted in the auditorium.
- 2. The contract between the Kenowa Hills Public Schools (District) and the Client/Organization (Lessee) terminates at the Time of Departure on the last date listed on the Contract.
- 3. <u>Smoking is not allowed on the school property</u>. Michigan State Law prohibits smoking on school property. <u>The Lessee</u> is expected to <u>enforce</u> this and all rules.
- 4. No alcoholic beverages, firearms, or illegal drugs of any kind shall be allowed on school property.
- 5. Any disorderly conduct shall result in immediate cancellation of the event. The Lessee will be charged the full Estimated Total even if the event is canceled.
- 6. All groups must have adequate supervision, assessed by Performing Arts Center Coordinator (PACC). Groups must be accompanied by designated, responsible and approved non-student Adult Supervisors. The Adult Supervisors will be responsible for discipline, proper use of facility, enforcement of all requirements, and vacating promptly. The Lessee is solely responsible for the behavior of their groups including, but not limited to, performers and audience members.
- 7. Doors will not be unlocked before the Time of Arrival indicated by the Lessee on the Contract. The Adult Supervisor(s) must be on site and in charge before the doors will be unlocked.
- 8. Only the areas and equipment contracted for use are to be used. Unusual equipment requests must be submitted in writing and approved by the PACC before the event is scheduled.
- 9. Materials and/or equipment in the Band and/or Choir room(s) may not be used without prior permission, if available.
- 10. The facility must be left in a clean and orderly condition. The Lessee will be required to pay additional cleaning charges if the facility is not left in a clean and orderly condition, determined by the PACC.
- 11. The facility will not be rented for private parties, including but not limited to, weddings, receptions, and family gatherings.
- 12. No liability of any kind shall be borne by the District, any employee, officer, agent, and/or board members collectively or individually, as a consequence of permitting access to District facilities. The lessee assumes all liability for any damages to person or property that occurs.
- 13. The Lessee assumes all liability for damages to facility and/or equipment. The Lessee will be charged accordingly for repairs and/or replacement of damaged equipment. The District will determine the necessity for repair and/or replacement as well as the costs.
- 14. State and local fire regulations must be adhered to and enforced by the Lessee. The use of open flame, fireworks, and/or pyrotechnics is strictly prohibited.
- 15. The Lessee shall not operate any engine or motor or machinery that uses oils, burning fluids, or gasoline without prior permission from the PACC. The District reserves the right to deny use of such equipment.
- 16. The use of theatrical fog, haze, or smoke created using fog or haze fluid is prohibited as it interferes with the facility's fire protection systems. Fog created using the combination of dry ice and hot water is permitted.
- 17. All materials brought in by or for the Lessee, including sets, props, and decorations, must be removed from the Performing Arts Center (PAC) and District property by the end of the contract. Any items remaining after the Departure Time on the last rental date will be disposed of by the District and/or the client will be charged a daily fee for storage. Additional fees may be assessed for disposal of the Lessee's property and materials.
- 18. Parking for events is limited to paved parking spaces. Vehicles may park in the Scene Shop driveway during Setup Time but must be moved to a parking space before a Rehearsal or Performance begins. Vehicles may not remain on District property overnight without prior authorization. Motor vehicles are not allowed inside District buildings.
- 19. The Lessee must give more than 14 days notice to cancel a scheduled event. If the Lessee cancels the event less than 14 days prior to the scheduled date, the Lessee will be required to pay 10% of Estimated Total. If the Lessee cancels the event less than 7 days prior to the scheduled date, the Lessee will be required to pay the Estimated Basic Rental Fee.
- 20. No announcement, advertisement, or public notification shall be made about any planned event to be held in the PAC until a completed and signed Application/Contract is on file with the PACC.
- 21. The PACC or designee is required to be present as event supervisor at all times while the facility is in use.
- 22. All District equipment shall be operated only by trained school personnel or trained and approved designees.
- 23. The Lessee will be required to furnish a certificate of liability insurance coverage of **\$1,000,000 per occurrence/day for Injury or Death** Liability and **\$1,000,000 per occurrence/day for Property Damage** which names the Kenowa Hills Public Schools as an additional insured to the PACC upon demand. In addition, a "Hold Harmless" clause absolving the Kenowa Hills Public School District, district employees, agents, or board members of any liability must be signed by a representative of the group.
- 24. The PACC may enforce any additional regulations, which may be deemed necessary to protect District property, promote safety, or expedite rental procedure in specific cases.
- 25. The District reserves the right to evacuate the building during any event when it is deemed necessary for the safety of those in the building or District property.
- 26. The Lessee will pay for additional personnel to supervise or produce events as deemed necessary by the PACC.
- 27. The facility may be rented during the times the Assistant Superintendent of Business and Support Services or designee determines it is available. The use of the facility shall be denied when such use would interfere with necessary repairs or general maintenance.
- 28. Groups will be denied use if it is determined by the PACC or the Assistant Superintendent of Business and Support Services that the District will be unable to meet the needs of the event.
- 29. The PACC may cancel any contract for misrepresentation and/or violation of policies and/or regulations. The Lessee will be charged the Estimated Total even if the event is cancelled.
- 30. All of these regulations, as well as policies listed in the PAC Use Policy, shall be incorporated by reference in the Rental Contract signed by the Lessee.
- 31. Any PAC policy, rule or regulation that conflicts with another District policy, rule or regulation supersedes the conflicting District policy, rule, or regulation.