

830.1 FACILITY USE POLICY FOR THE PERFORMING ARTS CENTER (PAC)

The Board of Education recognizes that the school facilities belong to the residents of the Wisconsin Rapids School District. Therefore, the Board encourages the use of school facilities by local (school district) non-profit and patriotic organizations for intellectual, social and civic purposes within legal limitations. The Board of Education encourages user organizations to permit all district residents to participate in activities using school facilities.

All requests for use of facilities shall originate with a local non-profit or civic organization, school district resident or business located within the school district. Political, partisan or religious meetings and activities may be permitted only upon specific approval of the Board of Education.

A. Procedures and Timelines for Users

1. If the request is at least 180 days prior to the date required, the Wisconsin Rapids Public School (WRPS) District will hold a date for 30 days from the date of initial inquiry, after which the date will be released unless a completed application has been received by WRPS. Request for dates with shorter advance notice will be required to provide completed applications.

No advertising may be placed until an application for a use agreement, certificate of insurance, and deposit have been received and accepted by the WRPS.

2. The PAC Coordinator will review applications.
 - a. The Superintendent or designee reserves the right to deny or cancel use of school district facilities, even though the proposed use is in accordance with Board policies, if granting or continuing such permission would result in community dissatisfaction and criticism or would result in disruption or interference with the instructional program of the schools.
 - b. If approved, the user organization will receive a short-term use agreement with the estimated rental charges, and a bill for a deposit.
 - c. If the application is denied, the deposit will be returned and a written explanation will be provided to the applicant.
 - d. Appeal of a denied application may be made in writing to the Superintendent within 30 days of the receipt of the denial.
3. The user organization must submit a deposit and a Certificate of Insurance with WRPS named as additionally insured, in a form with coverage limits consistent with Section E of this Facility Use Policy and the WRPS community relation's policy.

A deposit fee of \$250 must accompany the building use contract, if required, within 30 days of the contract approval or prior to the scheduled use, whichever is earliest. This deposit will serve to hold the reservation and will be applied to the balance due on the final invoice. The entire fee may be required with the contract at the discretion of the District.

4. If the applicant cancels the event, WRPS reserves the right to retain the deposit. If the facility use is cancelled due to inclement weather, public emergencies, or acts of God, the deposit will be applied to the new date, if the event is re-scheduled for a date within twelve (12) months of the original date. If the event is not re-scheduled, the District reserves the right to retain the deposit.
5. It is the responsibility of the user organization to:
 - a. Pay any state and county tax on sales.
 - b. Report all income to the Internal Revenue Service.
6. All permits are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the Board, the permit is subject to immediate cancellation. Upon notice by the PAC Coordinator or any duly authorized agent of the Board, such activity is to cease. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation.

B. District Policies Regarding Rental of Facilities

1. By accepting a short term use agreement, the user organization accepts responsibility for the school building and assigned property while the permit is in effect as indicated in Section E of this agreement and to observe all applicable federal, state, and local laws and regulations, and all appropriate rules of the Wisconsin Rapids Public Schools Board of Education.
2. Prior to its use, the PAC Coordinator must approve all activities and equipment being used in the PAC.
3. In the event of inclement weather, it is the responsibility of the user organization to determine their use of the space. Rental charges will be billed if required to cover costs of equipment, labor, etc. WRPS shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God, or from any other reason whatsoever.
4. If the user wishes to charge for use of WRPS parking lots, permission must be obtained in advance. Fifty percent of the parking revenue will be paid to the WRPS.
5. Alcoholic beverages and tobacco are not permitted on WRPS premises. (Wis. Stats.120.12(20); 125.09(2). Food and drink will be permitted in designated areas.
6. Each group using the school facility shall provide competent adult supervision adequate to insure proper and careful use of the facilities involved. School District officials reserve the right to judge the apparent adequacy of such supervision and failure to provide such supervision will be grounds for immediate revocation of the permit and refusal of future permits to the group. Each group maintains exclusive responsibility for managing its employees, its agents, invitees or any other person during the rental agreement. This responsibility cannot be transferred to WRPS.
7. Organizations or individuals may not use district facilities without having a custodian on duty. When regularly scheduled custodial services are not available, a charge for the actual costs of custodial services will be made for all building users. Any overtime or additional costs incurred by the district, as a result of the agreement, will be billed to the user. A reasonable estimate of

anticipated additional costs will be provided by the PAC Coordinator at the time of the reservation.

C. Policies Regarding Use of the PAC

1. The facility is owned and operated by the Wisconsin Rapids Public School District. The school facilities shall not be used for any non-school purpose at any time, if such use will interfere with the curricular or extra-curricular program of the school. The upcoming general school calendar is set by March 15 of the preceding school year. The first priority for scheduling the following school year, September through August, is given to school district affiliated groups. Recognizing the need of non-school district affiliated groups to schedule performances prior to March 15 of each year, the second priority for scheduling the following school year is given to those groups as defined in C.2. Preference among those groups is given to groups with historical and recurrent WRPS facility based programming and who remain in good standing. Groups contracting for the Performing Arts Center prior to March 15 may do so with the understanding that in the event the Performing Arts Center would be subsequently booked for school district activities, the West Junior High School Auditorium would be made available as an alternate.

For long-lead event planning, efforts will be made by the District to maintain availability of the Performing Arts Center for the requesting group.

2. After March 15, the priority for scheduling is given to those groups with historical and recurrent WRPS facility based programming. Other groups may be scheduled on approval of the Board of Education. Priority will be given to groups as long as they remain in good standing.
3. Exceptions to the above use policy will be determined by the Board. Such determination may be delegated to the Superintendent of Schools.
4. A WRPS or WRPS-certified technician must be present whenever the facility is being used by the user organization. Certification can be obtained from the PAC Coordinator in advance with sufficient notice. Any costs associated with this provision will be billed to the user organization.
 - a. The Technician's call will begin one-half hour before the established call time.
 - b. All labor charges will be for a two-hour minimum.
 - c. All staff will receive overtime pay for any time above 40 hours per week or 8 hours per day, under the appropriate contract provisions.
 - d. Unscheduled labor may not be available.
 - e. Meals and breaks must be scheduled into work calls. (Ten-minute breaks must be given in a call longer than three hours. Meals may be 30, 45 or 60 minutes, and must be included in a call of six hours or longer.)
 - f. Extra charges may be assessed for custodial overtime, audio-lighting personnel, school district owned equipment, and general crowd supervision as determined by the district.

5. All facility time, labor, and equipment required for your event must be identified on the application for use agreement. Meeting last minute requests for additional time and labor may not be possible nor will the district guarantee that additional equipment will be available. Please check the inventory of lighting, sound and materials prior to your event with the PAC Coordinator.
6. The PAC Coordinator has authority over the PAC, its control rooms, box office, dressing rooms, the music rooms, studio rooms, and cafeteria refreshment area when required for performances or rehearsals for a scheduled event.
7. All staging, electric and sound plots must have prior approval by the PAC Coordinator. Any setup deemed unsafe by the PAC Coordinator shall be modified to the satisfaction of the District as determined by the PAC Coordinator. The cost of any such modification shall be borne by the user organization.
8. Any equipment required for a scheduled event other than equipment listed in the PAC inventory must first be requested in writing on a timely basis. In the event any equipment on the PAC inventory should become unavailable, the PAC Coordinator will inform the user organization on a timely basis.
9. The user organization shall follow all fire code regulations regarding public performance, including the use of flame resistant materials for scenic or design purposes.
10. The PAC lobby shall be free of any obstructions and must conform to fire code regulations. Any tables or displays placed in the lobbies shall be approved by the PAC Coordinator prior to set-up.
11. Any use of open flame, pyrotechnics, smoke or chemical fog are prohibited unless prior approval of the PAC Coordinator is obtained. If any aforementioned materials are used without prior approval, the PAC staff shall have the right to discontinue the performance until the items are removed from the stage and stored in a safe and prudent manner.
12. The user organization shall not post signs or affix banners to the building without the prior consent of the PAC Coordinator. No items may be attached or mounted to the physical structure without prior approval. Scenery, which must be affixed to the stage floor, must be affixed with approved fasteners, and be restored to the satisfaction of the PAC Coordinator.
13. Third party sponsors will not be allowed to distribute materials, place objects bearing sponsor's name or highlight their product or service without prior approval of the PAC Coordinator. If contemplated, please submit sample materials in advance to the PAC Coordinator.
14. Parking for trucks or vans at the PAC loading zone is limited to one vehicle at a time and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is unloaded, it must move to the designated parking lot.
15. While it is the group's sole responsibility to establish safe sound levels, the final sound output of any recorded or live performance may be monitored by the PAC Coordinator who shall have the authority to change the levels, if required, during a performance.
16. Any broadcasts, telecasts, recordings, etc., require prior written consent of the PAC Coordinator.
17. The user organization is responsible for all licensing rights for the performance and novelty sales.

18. WRPS will provide a clean and unobstructed area for the event. It shall be the responsibility of the user organization to maintain and restore the area to such condition. Additional WRPS custodial or technician costs associated with maintaining and restoring the area will be billed to the group.
 - a. Any lighting, masking, or sound plot that has been used for an event must be removed and the house plot must be restored back to the house plot at the cost of the user organization.
 - b. If the orchestra pit cover or acoustic shell is used for an event, the cost of removal and installation will be billed to the user organization.
19. It is the responsibility of the user organization to remove all equipment immediately following the said rental, clean the dressing rooms and check the hall to secure all property belonging to the user. Any items to be returned will be sent C.O.D.
20. No painting is allowed on fixed surfaces without prior approval of the PAC Coordinator.
21. No removal, relocation, or alteration of the stage curtains. Requests regarding the curtains must be made in advance to the PAC Coordinator.
22. Only local calls are permitted from PAC phones.
23. No one is allowed to operate any PAC equipment, unless previously approved by the PAC Coordinator or designee, a WRPS certified technician.
24. No one is allowed on the catwalks, balcony areas, and rigging stairs without the approval of the PAC Coordinator or designee, a WRPS certified technician.
25. Report any problems, including any loss or injury, in the PAC immediately to the PAC Coordinator or designee.
26. Only the school district may pay its employees for services rendered. The office of the PAC will, in turn, bill the user organization for all salaries and fringe benefit payments. At no time shall any salary be paid directly to the employee. The school district, or its representatives, will stipulate the number of school district employees to be on duty for each activity.

D. Policies Regarding Front of House

1. During all public performances a WRPS House Manager or WRPS certified House Manager, as designated by the PAC Coordinator, must be present a minimum of one hour prior to curtain time and must remain until all audience members have vacated the PAC. Any costs will be billed to the user organization. The user organization shall be the first person in the building and the last one out-arriving at least fifteen minutes prior to other members.
2. The user organization will have the authority to open doors at their discretion.
3. Ushers are the responsibility of the user organization.

4. WRPS reserves the right to hire security for an event. All charges for security will be billed to the user organization.
5. The posted PAC seating capacity may not be exceeded in any circumstance. (Fire Code)
6. Upon written request from the PAC Coordinator, the user organization will provide four complimentary tickets per performance to WRPS.

E. Agreement

The applicant agrees to abide by the rules and regulations and policies formulated by the Wisconsin Rapids Public School District regarding the use of its facility, agrees to pay expenses incurred and billed by the District, agrees to be responsible for careful and prudent use of the district facility, and to be responsible for any damages which occur. Further, the applicant as lessee, shall indemnify and save harmless the School District of Wisconsin Rapids (lessor) from and against any and all loss, cost, (including attorney's fees) damages, expenses and liability (including statutory and liability under worker's compensation laws) in the connection with claims for the damages as a result of injury or death of any person or property damage to any property sustained by lessee, its employees and all other persons, which arise from or in any manner grow out of an act or neglect on or resulting from the use of lessor's facilities and equipment by lessee, lessee's agents employees, and invitees, or any other person during the rental agreement. The Board of Education reserves the right to compel a showing of a financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing of the facility.

A Certificate of Insurance showing WRPS named as additionally insured with a minimum per occurrence General Liability coverage limit of \$1,000,000, and \$100,000 Property Damage coverage as well as a Fire Damage limit of \$300,000 is required. A certificate of Insurance showing Auto and Worker's Compensation coverage and limits acceptable to the School District of Wisconsin Rapids may be required as a condition of this lease agreement. The cost of this coverage is to be paid by the lessee.

In the event any fault or neglect by WRPS or its failure to satisfy any obligations under the Use Agreement, the liability of WRPS shall be exclusively limited to the refund of any amounts paid by the user organization or due under the agreement.

Authorization for use of the school facilities shall not be considered as an endorsement of or approval of the activity, group or organization nor the purpose they represent.

The School District of Wisconsin Rapids is an equal opportunity employer and does not discriminate on the basis of race, national origin, religion, age, gender, handicap or disability or other basis prohibited by applicable fair employment laws or regulations.

Approved: October 11, 1999

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 October 12, 2009