

## **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.

Requests for use of facilities may originate with groups including, but not limited to non-profit or civic organizations, school district residents or businesses located within the school district. Political, partisan or religious meetings and activities may be permitted only upon specific approval of the Board of Education or designee.

### **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. Events which are scheduled less than two weeks in advance may be charged \$46.00 per hour at the discretion of the PAC Director in order to cover costs to hire a supervisor for the event.

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 Secretary will review applications.
  - a. The Superintendent or designee reserves the right to deny or cancel use of PAC 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 relations policy.

The facility rental fee 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 Director 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 the PAC**

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 Director 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 nicotine products such as cigarettes, smokeless tobacco or electronic cigarettes or other electronic nicotine delivery system products are prohibited on WRPS premises. (Wis. Stats. 120.12(20); 125.09(2)). Food and non-alcoholic refreshments will be permitted in designated areas. No individual shall possess or use a weapon in school buildings, on school premises, in a District-owned vehicle or at any school-sponsored function or event. The term “weapon” means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms (including, but not limited to, firearms as defined in the Federal and State Gun Free School Zone Acts (18 U.S.C. 921(a)(3) and Wis. Stat. 948.605) guns of any type whatsoever, including air and gas-powered guns (whether loaded or unloaded), knives, razors with unguarded blades, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and “dangerous weapons” as defined in Wis. Stats. 939.22 (10) and 948.61, or facsimiles thereof. The only exception will be theatrical props used in appropriate settings and in accordance with District guidelines.

6. Each group using the school facility shall provide competent adult supervision adequate to insure proper and careful use of the facility 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 the PAC without having a custodian on duty. A two hour minimal charge for custodial overtime services will apply. At the conclusion of the event, final actual costs of custodial services will be calculated and invoiced 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 Secretary 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, and will be made available to public, private, and non-profit organizations on an equal, non-discriminatory basis. The facility shall not be used for any non-school purpose at any time, if such use will interfere with the curricular or co-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 Wisconsin Rapids Area Middle 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 technician or WRPS approved technician must be present whenever the facility is being used by the user organization. Approval must be obtained from the PAC Director 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 a minimum of one hour before the contracted set-up time.
  - b. All labor charges will be for a two-hour minimum.

- c. All District staff will receive overtime pay as governed by the District's policies and procedures.
  - d. Meals and breaks for District staff will be governed by District policies and procedures.
5. All facility time, labor, and equipment required for the event must be identified on the application for use agreement by the lessee. 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 ensure the availability of lighting, sound and materials prior to your event. Extra charges may be assessed for custodial overtime, audio-lighting personnel, school district owned equipment, and general crowd supervision as determined by the District.
  6. The PAC Director has authority over the PAC, its control rooms, box office, dressing rooms, the music rooms, studio rooms, hallways 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 Director. Any setup deemed unsafe by the PAC Director shall be modified to the satisfaction of the District as determined by the PAC Director. 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 rented equipment or any equipment on the PAC inventory should become unavailable, the PAC Director 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 and all hallways 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 Director prior to set-up.
  11. Any use of open flame, pyrotechnics, smoke or chemical fog are prohibited unless prior approval of the PAC Director 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 Director. 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 Director.
  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 Director. If contemplated, please submit sample materials in advance to the PAC Director.
  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 Director who shall have the authority to change the levels, if required, during a performance.
16. Any broadcasts, telecasts, recordings, etc., require prior consent of the PAC Director.
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 Director.
21. No removal, relocation, or alteration of the stage curtains is allowed. Requests regarding the curtains must be made in advance to the PAC Director.
22. Only local calls are permitted from PAC phones.
23. No one is allowed to operate any PAC equipment or systems, unless accompanied by a WRPS certified technician.
24. No one is allowed on the catwalks, balcony areas, and rigging stairs without being accompanied by a WRPS certified technician.
25. Report any problems, including any loss or injury, in the PAC immediately to the PAC Director 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 as designated by the PAC Director, 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 is responsible to have a representative at the front of the House fifteen minutes prior

to the arrival of cast, crew, and any public. At the conclusion of the performance, the user organization is responsible for any cast, crew, and public departures and must remain on the premises until all have vacated.

2. The user organization will determine when lobby doors and House doors will open.
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 (833) may not be exceeded in any circumstance. (Fire Code)
6. Upon written request from the PAC Director, 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 PAC 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 offers equal employment opportunities and prohibits discrimination based on an employee's or applicant's age, race, color, creed, religion, genetic information, handicap or disability, marital or parental status, gender, sexual orientation, transgender status, gender identity, national origin, ancestry, citizenship, arrest record, conviction record,

pregnancy, veteran status, military service, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products off District premises during non-working hours and away from District-sponsored activities, or other protected group status, as required by State or Federal law.

FEE SCHEDULE NEXT PAGE

**FEE SCHEDULE # 2 Effective January 1, 2018**

<b>FEES FOR PERFORMING ARTS CENTER – LHS</b>			
UTILIZATION:	GROUP A IN-DISTRICT NON- PROFIT	GROUP B IN-DISTRICT FOR- PROFIT OR OUT-OF- DISTRICT NON- PROFIT	GROUP C OUT-OF-DISTRICT FOR PROFIT
	8 hours <sup>2</sup>	8 hours <sup>2</sup>	8 hours <sup>2</sup>
Auditorium★ NON-Ticket Sales <b>-or-</b> TICKET Sales	\$250.00  \$500.00	\$500.00  \$1,000.00	\$1,000.00  \$2,000.00
Rehearsal – 4 hours	\$100.00 <sup>2</sup>	\$125.00 <sup>2</sup>	\$150.00 <sup>2</sup>
Removal/Installation of Orchestra Pit Cover*	\$250.00	\$350.00	\$400.00
Removal/Installation of Band Shell*	\$125.00	\$125.00	\$125.00
<b>OTHER EQUIPMENT:</b>  Steinway Grand Piano Clavinova Piano Risers Fog Machine AV Equipment <sup>3</sup>	\$125.00 \$ 75.00 \$ 15.00 per piece \$ 25.00	\$250.00 \$100.00 \$ 15.00 per piece \$ 25.00	\$400.00 \$125.00 \$ 15.00 per piece \$ 25.00
<b>LABOR CHARGES</b>  Regular Technician Charge Expert Technician Charge** Emergency Supervisor Charge*** Custodial Charge	\$ 15.00 per hour \$ 40.00 per hour \$ 46.00 per hour Estimate will be provided	\$ 15.00 per hour \$ 40.00 per hour \$ 46.00 per hour Estimate will be provided	\$ 15.00 per hour \$ 40.00 per hour \$ 46.00 per hour Estimate will be provided

<sup>2</sup>If the event exceeds the contracted utilization and rehearsal time, there will be a \$50.00/hour charge.

<sup>3</sup>A per piece fee for AV and other miscellaneous equipment utilized will be assessed as indicated on the “use” form. (AV fees are calculated at 5% of replacement cost of equipment.)

\* If the event is more than one day, the rate for removal/installation of the orchestra pit cover and/or band shell would be negotiable.

\*\*In cases of shows with extremely complex sound or lighting requirements which exceed the skills of regular house technicians, “expert” level technicians will be hired at the rate of \$40.00 per hour per technician. The need for “expert” level technicians will be determined in consultation with the PAC Director.

\*\*\*Events which are scheduled less than two weeks in advance are subject to a \$46.00 per hour “Emergency Supervisor” charge in addition to all other fees associated with the event, at the discretion of the PAC Director.



★ Areas of the facility outside of the PAC/Green Room that are utilized will be charged in accordance with the rental fees listed in Board Policy 830.

*Fees will be reviewed annually by the administration and appropriate recommendations for adjustment forwarded to the Board of Education.*

CROSS REF.:           443.8 – Possession or Use of Weapons – Students  
                              522.9 – Possession or Use of Weapons – Staff/Employees  
                              830 – Use of School Facilities  
                              832 – Possession or Use of Weapons – Visitors and Volunteers

Approved:            October 11, 1999

Revised:             June 17, 2002  
                              February 11, 2008  
                              October 12, 2009  
                              March 12, 2012  
                              April 11, 2016  
                              January 15, 2018