

ACS Internal User



**Athens Performing Arts Center
Facility Use Application**

Date of Request: _____

Facility Use Details:

Official Name of ACS Applicant Organization:

ACS Applicant Organization Authorized Representative Name & Title:

ACS Applicant Organization Authorized Representative Telephone Number:

Proposed Use by ACS Applicant Organization:

Name of Event:

Date(s) Requested:

Event Time(s):

* Times must include pre-event preparation access until when the event ends and all clean-up activities have concluded. **A designated Athens City School Administrator must be on site at all times when property is used by the Applicant and when open to the public.** During regular operating school days, Applicant may enter the premises no earlier than 3:30 PM due to classes.

In the event this Facility Use Application is approved, the ACS Organization (Applicant) agrees:

1. **Advertising/Promotion:** ALL advertising and promotional communication (verbal and written) for the event must refer to the Facility as the Athens Performing Arts Center.
2. **Care of Facility:** It shall not injure or deface the premises or any equipment therein. The Applicant shall not drive any nails, hooks, tacks, or screws into any part of the building, nor make any alterations of any kind to the Facility. This extends to the stage; there will be no screws, nails, tacks, or hooks driven into the stage floor.
3. **Alterations/Equipment:** No alterations are to be made to the Facility or campus without the written consent of the Superintendent (or his designee). Use of the facility does not include access to school equipment or supplies.
4. **Public Safety:** The Applicant agrees that at all times activities will be conducted with full regard to public safety, and will observe and abide by all applicable regulations. All portions of sidewalks, entries, doors, passages, halls, corridors, stairs, and all ways of access to public utilities shall be kept unobstructed by the Applicant. The Applicant shall not bring onto the Facility any material, substance, equipment, or object, which is likely to constitute a hazard to the property.
5. **Orderly Use:** The Applicant agrees that it and its employees, agents, volunteers, invitees and guests will comply with all directives of the school staff and policies of the Athens High School, Athens City Board of Education, and all laws of the state of Alabama. These include, but are not limited to the following:
 - 1.No weapons on campus.
 - 2.No drugs or controlled substances on campus.
 - 3.No alcoholic beverages will be sold or consumed on campus.
 - 4.The use of tobacco substances is not allowed on campus.
6. **Supervision:** All activities must have appropriate adult supervision. The Applicant agrees and will be responsible for any damage to the facility by the Applicant or the Applicant's agents, assigns, or participants in any activity sponsored, controlled, or organized by the Applicant, or for activities over which the Applicant has control or for which purpose the space is leased. The Applicant must provide sufficient supervision for crowd control, ticket sales, ushers, security of personal property and enforcement of the APAC Rules and Regulations, and applicable state laws and local ordinances.
7. **Access:** The Applicant understands this Agreement provides access to the seating area, stage and backstage areas including dressing rooms and bathrooms. Access to the foyer connected to the Arena, concession stands, bathrooms, and parking lot adjacent to the APAC is also included. It is the responsibility of the Applicant to limit its agents, employees, officers, guests, invitees, and all other persons in the area as a result of the Applicant's event to these areas only. Access and use of all other areas on the Athens High School campus are strictly prohibited unless granted in writing by the Superintendent or his designee.

8. **Food and Drink:** ABSOLUTELY NO FOOD OR DRINK OF ANY KIND IS PERMITTED INSIDE THE APAC. With Athens City Schools' approval, concessions can be arranged and provided through one of Athens High School's school clubs. Requests for this option should be made by the Applicant no less than two weeks prior to the event.
9. **Custodian:** The Facility requires a System custodian to be present during the scheduled event(s) including a minimum of one hour past the event closure. Custodial fees are assessed at an hourly rate of time plus one-half and are based on estimated custodians needed. Please contact Jim Presnell at (256) 233-6613 or jim.presnell@acs-k12.org to schedule a custodian.
10. **Removal of Property:** The Applicant is responsible for the removal of all supplies and materials used in conjunction with the event immediately upon its conclusion. Those items not removed within 24 hours after the event date shall be disposed of by the Facility at the expense of the Applicant. The Facility shall assume no responsibility for these items before, during, or after the Event.
11. **Parking:** Parking will be permitted only in areas designated for such use by Athens City Schools. Parking will not be permitted on grassed and landscaped areas.
12. **Security:** The Applicant agrees to the employment of a sufficient number (as deemed necessary by the Superintendent (or his designee), at his/her sole discretion) of duly authorized law enforcement officers for the purpose of maintaining order, protecting the public and school property, and enforcing regulations and laws of the state of Alabama, or to provide additional, sufficient security as deemed necessary by the Superintendent. The Applicant will not be permitted to use the school property if the Applicant fails to cooperate with law enforcement.
13. **Payment for Damages:** The Applicant agrees to pay costs of repair or replacement for damages, which may have occurred during the term of this agreement in order to restore the Facility or other parts of the Athens High School campus affected by the event at a condition equal to that prior to the event. Prior to and at the end of the event, the Applicant and a Facility designee will complete a Facility Inspection Form to document any previous conditions and post event damages (if any).
14. **Use:** The Facility shall only be used by Applicant for the purpose indicated in this Agreement and the Facility Use Application. Applicant Use of the Facility in any other manner or purpose during the Time shall result in the immediate termination of this Agreement and Applicant shall forfeit all fees and deposits paid.

Received and Accepted by:

Applicant:

APAC:

ACS Organization Name

Jason Quick, Administrator

Authorized Representative Name & Title

Date

Signature

Date

For Athens City Schools Use:

Approvals:

Dr. Rick Carter, Executive Principal _____
Date

Serena Owsley, Assistant Superintendent _____
Date

Dr. W.L. Holladay, Superintendent _____
Date

