



Athens Performing Arts Center Facility Use Agreement

This Athens Performing Arts Center Facility Use Agreement (the “Agreement”) is hereby made between _____ (“Applicant”) and Athens City Schools for the use of the Athens Performing Arts Center (“APAC” and/or “Facility”) based on the attached Facility Request Form approved by the Superintendent and/or his designee.

Event Details:

Official Name of Applicant Organization: _____

Proposed Use by Applicant: _____

Name of Event: _____

Date(s) Requested: _____

Time(s): _____

* Times must include pre-event preparation, event duration, and all post-event clean-up activities. A School Designee 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.

Terms of the Agreement for Use of the Facility:

1. FEES:

- a. Facility Use: \$ _____
- b. Custodian \$ _____
- c. Utilities: \$ _____
- d. SRO: \$ _____
- e. Other _____: \$ _____

- f. TOTAL USAGE FEES: \$ _____

All Usage Fees must be paid by Applicant in advance of any use of the Facility, unless previous arrangements have been made with the Assistant Superintendent of Administration and Finance for Athens City Schools. There will be no refunds to the Applicant for unused hours. Modifications or reductions in the Time after execution of this Agreement shall be at the discretion of Athens City Schools. If Applicant fails to vacate the Facility and/or be in compliance with the policies, terms, and conditions set forth herein, Applicant shall be subject to the assessment of additional charges by Athens City Schools.

- 2. APPLICANT:** The person executing this Agreement shall be the Applicant, if a natural person, or if the Applicant is not a natural person, shall be an authorized representative of the Applicant. Such person shall be at least twenty-five (25) years old and shall be the primary contact for any and all issues relating to the use of the Facility. Said person shall be in attendance at the Facility throughout the entirety of the use by the Applicant. By signing this Agreement, said person represents and warrants that they and the Applicant will be responsible to Athens City Schools for the compliance with the policies, terms and conditions of this Agreement, the Facility,

Athens City Schools, and that they are a person duly authorized by law to bind the person, group or entity desiring to rent, use and occupy the Facility. Athens City Schools reserves the right to request verification of the age and identity of the representative and/or the representative's legal authority to bind the Applicant, up to and including requesting proof of identification.

3. **BOARD POLICIES:** Applicant represents that its has read and fully understands, and that it agrees to abide by all of the provisions, rules and regulations that are set forth in Policy ECCF (*Use of School Facilities*) and Policy ECCF-R2 (*Regulations Governing the Use of School Facilities*) of the Athens City Board of Education, as the same exist or may hereafter be amended at any time by the board of education, including but not limited to the provisions in those policies related to the revocation or modification of special use permits. Applicant agrees that it will undertake all of the obligations, and abide by all of the rules, that are set forth in those policies with respect to "Third Parties." Current copies of the policies can be found on the System website at www.acs-k12.org under Board of Education/Board Policy.
4. **RELEASE AND INDEMNITY:** Applicant does hereby release and hold harmless the Athens City Board of Education, its individual board members, its employees, its officers, and its agents (all collectively referred to herein as the "Board Parties"), from and against any claims or causes of action for any injuries or damages to any persons or property, including but not limited to attorney's fees and courts costs incurred by Board Parties in defending such claims, arising from or relating to the use and/or occupancy of any property of the Athens City Board of Education by Applicant, or any of its members, participants, invitees and/or persons at such property as a result of Applicant's activities, arising from or relating to in connection or associated with the event that is the subject of this Agreement, including but not limited to any claim for negligence or negligent acts or omissions of one or more of the Board Parties.
5. **INSURANCE:** Applicant represents to Athens City Schools that it has acquired insurance that protects Applicant, the Board Parties from any liability relating to the Applicant's use of Board property. Such insurance has limits of liability that are not less than \$1,000,000 per occurrence, bodily injury and property damage combined, and \$1,000,000 in the aggregate. Applicant represents that the Board Parties are named as additional insureds with respect to such policy. Applicant agrees to provide Athens City Schools with written proof of such insurance upon request.
6. **ADVERTISING:** Authorization for use of the Facility shall not be considered as Athens City Schools' endorsement of or approval of the Applicant or the Event. Any advertisement or promotional materials relating to the Applicant's use of the Facility shall contain the following statement: "THIS IS NOT A FUNCTION OF ATHENS HIGH SCHOOL OR THE CITY OF ATHENS." All advertising and promotional materials should list the Applicant's contact information. The contact information of Athens High School may NOT be listed. **ALL advertising and promotional communication (verbal and written) must refer to the Facility as the Athens Performing Arts Center.**
7. **CONTROL OF FACILITY AND RIGHT OF ENTRY:** Applicant agrees and understands that its use of the Facility is as a licensee, and that Applicant does not acquire any lease or other ownership interest in the Facility whatsoever. The Applicant understands and agrees that Athens City Schools does not relinquish the right to control the management of the Facility, nor does it

relinquish the right to enforce all necessary laws, rules, and regulations of Athens City Schools with respect to the Facility. The Superintendent (and/or his designee(s)) and other Board Parties may enter the Facility at any time without any restriction whatsoever.

8. RESPONSIBILITIES OF THE APPLICANT: In connection with its use of the Facility, the Applicant will be responsible for the following:

- a. **Care of Facility:** The Applicant 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.
- b. **Alterations/Equipment:** No alterations are to be made to the Facility or campus without the written consent of the Superintendent (or his designee). Rental of the facility does not include use of school equipment or supplies.
- c. **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.
- d. **Orderly Use:** The Applicant agrees that the Applicant 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.
- e. **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.
- f. **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.

- g. **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.
- h. **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 see section 1. b.. Please contact Jim Presnell at (256) 233-6613 or jim.presnell@acs-k12.org to schedule a custodian.
- i. **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.
- j. **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.
- k. **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.
- l. **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).

9. MISCELLANEOUS.

- a. **Waiver:** The failure of Athens City Schools to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.
- b. **Entire Agreement:** This document (along with the Athens Performing Arts Center – Facility Use Application) contains the entire agreement between the parties concerning the use of the Facility, and neither party is bound by any representation or agreements of any kind except as therein contained, and no amendments hereto shall be considered

as effective unless and until the same shall be reduced to writing and executed by all the parties hereto.

- c. **Severability:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.
- d. **Assignment:** Applicant shall not assign this Agreement in whole or in part or sublicense all or any part of the Facility, without the written consent of the Superintendent.
- e. **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.
- f. **Applicant Information:** Applicant certifies and agrees that all of the information contained in this Agreement and in its Athens Performing Arts Center – Facility Use Application is true and correct.

Received and Accepted by:

Applicant:

Athens City Schools:

Organization Name

Dr. Rick Carter, Executive Principal

Date

Address

Serena Owsley, Asst. Superintendent
Administration and Finance

Date

Authorized Representative Name & Title

Signature

Dr. W.L. Holladay, Superintendent

Date

Date