



Hays C.I.S.D. Community Use of Performing Arts Center (P.A.C.) Rental Agreement

APPLICANT NAME & TITLE: <i>(please print)</i>	
ORGANIZATION NAME:	
EVENT NAME / FUNCTION:	
APPLICANT PHONE # (s):	
APPLICANT EMAIL:	
APPLICANT MAILING ADDRESS:	

ADMISSIONS TO BE CHARGED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF YES, HOW MUCH:	\$
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NUMBER OF PERSONS EXPECTED AT EVENT:		WILL YOU HAVE CONCESSIONS?	
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EVENT

REHEARSAL

Date(s) of Requested Use:

Date(s) of Requested Use:

Start Date:		End Date:	
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Start Date:		End Date:	
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Facility Usage Time:

Facility Usage Time:

Start Time:		End Time:	
Unlock Time:		Lock Time:	

Start Time:		End Time:	
Unlock Time:		Lock Time:	

ADDITIONAL INFORMATION FOR EVENTS/REHEARSALS:

PERFORMING ARTS CENTER CHARGES:

		<u>MINIMUM HOURS</u>	<u>RATE/EVENT</u>	<u>RATE/HOUR</u>
Full Building	<input type="checkbox"/>	4	\$1400.00 + Labor	\$350.00
Multipurpose Room (each)	<input type="checkbox"/>	4	\$300.00 + Labor	\$75.00
Lobby and Concession	<input type="checkbox"/>	4	\$300.00 + Labor	\$75.00

LABOR HOURLY RATES:

- Custodians \$25.00
- Technicians (3 Minimum) \$15.00
- Agreement Change Fee (each)** \$25.00

TOTAL FEES: \$ _____

25% Non-Refundable Fee: \$ _____



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DISTRICT PERFORMING ARTS CENTER

THE P.A.C. consists of several different units within one building.

- A. A large, fully equipped theater with 986 fixed seats.
- B. Two large multi-purpose rooms with flexible seating up to 200.

The Performing Arts Center (PAC) is available for event rentals, but is not available for ongoing events. Hays CISD reserves the right when leasing the PAC, to require as many security personnel as is deemed appropriate. The PAC will be available for lease only when not in use by Hays CISD schools and departments. PAC technical systems, catwalk system, stage, sound system and lighting systems will be operated only by personnel authorized by PAC Facility Manager.

Contact information: (512) 268-8443 Hays CISD Performing Arts Center, 979 Kohler's Crossing, Kyle, TX 78640

Note to PAC Renters:

1. There will be **NO** food, drink, candy or gum of any type allowed in the PAC Auditorium. Glitter is also prohibited in the PAC auditorium. If damage occurs as a result of a renter not following these guidelines, an additional charge of \$200 will apply for each occurrence.
2. Each audience member must be seated in a fixed chair (auditorium only) prior to the start of the performance. Audience members may not be seated in the aisles. Renter must provide adequate security and ushers.
3. Gaffers tape and spike tape only may be used in the PAC. There will be **NO** staples, nail, tacks, pushpins, tape, etc. used to hang any items on the posts, walls or beams.
4. Rental shall be figured on an hourly basis over rental minimums.
5. The rental period shall begin when the party that is utilizing the space enters the facility and terminates when the party completely vacates the facility. Breaks in the rental period will constitute part of the rental period. In the event that the Renter must shorten the rental period, prior to the day of the event, renter must give a 30-day written notice. Otherwise, the facility and labor charges designated on the contract will apply.
6. The PAC requires a minimum of three (3) technicians (labor) shall be hired for each rehearsal and performance at the expense of the Renter. The technicians shall be paid based on the per hour rate. Technicians must be employees or students of Hays CISD.
7. If the PAC Facility Manager deems it necessary for additional labor, each additional employee hired shall be paid on the per-hour rate.
8. Pyrotechnics or open flames of any type are strictly prohibited.
9. Custodial charges will be determined by the PAC Facility Manager.
10. The Renter understands that the Technicians will be paid for one hour prior to each rental period to allow for set up and a minimum of one hour following the termination of each rental period for tear down.

DIRECTIONS: Please complete all details of this application. The application must be signed by an officer of the organization requesting the use of the facilities. This agreement must be approved by the PAC Facility Manager. The district reserves the right to suspend approval to allow for maintenance or construction needs.

AVAILABILITY: School buildings and other facilities shall be made available to groups that wish to conduct activities which promote, stimulate and foster the interest of students and the community, as well as activities which promote the efficiency of the school district, so long as such activities do not conflict with the school program and community expectations for district schools or the Joint Use Agreement that exists with the City of Kyle and City of Buda. Programs serving district students will be given priority for use. The following guidelines shall pertain to all groups who desire to use schools and/or other facilities in accordance with policy GKD (LEGAL) and (LOCAL).

1. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

No school facility shall be used by any group or individual who is not in compliance with the requirements of all Federal or State statutes, regulations and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, handicapping conditions, age or other classification. State law prohibits the use of alcohol and tobacco on school property. All laws (Federal, State, and Local) and Hays CISD policies are in effect 24 hours per day, including the times a facility is rented. Maximum lawful occupancies of areas will be observed by requestors. Contraband shall include, but not be limited to drugs, drug paraphernalia, weapons, and alcohol, possessed by anyone on HCISD property. Any law enforcement officer shall enforce the law and arrest individuals for the violation of any law including but not limited to possession or consumption of alcohol on school property, drug law violations, weapon law violations, disruptions, trespassing, and the violation of any traffic law. The district's "Tobacco Free Policy" prohibits the use of tobacco in ANY form, in or on any district property or any location leased by the district where a user group is being held. The policy includes, but is not limited to, all buildings, vehicles, property (outdoor or indoor), and all staff, students, parents, visitors, and patrons. (GKA-Legal, Education Code 38-006)

2. VIOLATION OF LAWS, RULES, REGULATIONS AND POLICIES

Any misrepresentation by any organization and/or individual, any abuse of any district property, any violation of state, local law or federal and/or any violation of any District policy, rule or regulation may result in: 1) the immediate termination of the contract; 2) the requirement to immediately vacate the premises; and/or 3) the denial of that organization's and/or individual's request for future use of the premises. The movement of any approved user group within the facility is restricted to the specific area requested by the group. Other activity shall be considered trespassing (i.e., Storerooms, mechanical rooms, electric panel rooms, technology hub rooms, boiler rooms) and are expressly off limits.

3. YOUTH ORGANIZATIONS

Youth organizations, such as the Girl Scouts, Boy Scouts or similar organizations, using district facilities, unless otherwise specified, must be composed of at least 90% of students from the district. A student verification list must be turned in with each request for lease of facilities.



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4. RESTRICTED USE OF CERTAIN AREAS

The Performing Arts Center will be available to lease only with the approval of the PAC Facility Manager depending on the area type.

5. ACCESS TO FACILITIES' KEYS

Only authorized employees of the school district shall be permitted to have keys to district facilities.

6. CUSTODIAL AND OTHER SERVICES

Base fees charged by PAC to paying groups shall include limited custodial service only. Any specific service required shall be paid for in addition to the base fee.

7. PROPERTY DAMAGE

Damages to District property shall be paid for by the using group whether caused by the using group or others. Misuse or abuse of district equipment and/or facilities will result in the immediate denial for further use.

8. INSURANCE

All groups must sign a Rental Agreement and must furnish liability insurance prior to approval for use. Any organization using school facilities must provide an original Certificate of Insurance, with Hays C.I.S.D. named as the Certificate Holder, indicating a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability coverage. In addition, Hays C.I.S.D. must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, Hays C.I.S.D. reserves the right to determine the acceptability of a carrier regardless of its rating. The insurance requirement may be waived by organizations that exist for the improvement of educational opportunity in the district, subject to the approval by the Superintendent or designee.

9. ATTENDANCE BY PUBLIC

Any group renting or using a building for an occasion, which the general public is eligible to attend, shall be held responsible for the treatment of the property by the general public during that time. The group shall, at the discretion of the Superintendent's designee, be required to employ Law Enforcement officers to help ensure the safety of attending persons as well as to help prevent the destruction of school property. Employment of law enforcement officers does not release the renting or using group from liability for any damages incurred and/or injuries sustained while the building is occupied by the using group.

10. SUBSEQUENT AGREEMENT

After the original agreement, groups or organizations desiring to continue to use the facility shall be required to submit a new application. Changes made after the original agreement is signed which affect the amount to be charged and/or the conditions of the rental agreement shall necessitate the signing of a new agreement to supersede the original agreement.

11. DISTRICT STAFF

The District shall furnish the necessary staff to open, clean and close the property. If the building is being rented or used during hours when District staff members are normally on duty and it is determined by the Superintendent's designee that no additional cleanup is warranted, there will be no charge for this service. However, if the building is being rented or used for hours during which district staff members are not normally on duty, the Superintendent's designee shall assign the number of staff necessary to maintain the facility.

12. DESIGNATED REPRESENTATIVE

Any group renting or using District facilities shall designate one member of the group to be responsible for the program or activity. This person shall be responsible to the building principal/administrator and/or the PAC Facility Manager.

13. HCISD STAFF CAMPS

Any HCISD staff member conducting a camp must be a full-time employee. The camp shall not be sponsored by a private organization. Financial assistance shall be provided to participants that qualify for the national schools' lunch program.

14. RENTAL AND PAYMENT TERMS

A 25% non-refundable deposit shall be secured at the execution of the contract made payable to Hays Consolidated Independent School District for rental and/or use of the facility. This charge will be based on an estimate of the total charges and will be credited towards the rental charges. No rental date(s) will be locked in until the deposit is secured. The fee balance is due at the end of the rental period, unless an alternate agreement for payment is agreed upon prior to the event by both parties. Check(s) shall be made payable to the Hays Consolidated Independent School District. Building user must be punctual in adherence to the arrival and departure times designated on the application form.

15. RENTAL APPLICATION/AGREEMENT MODIFICATIONS

Any modifications to the original agreement will incur a \$25.00 charge.



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AGREEMENT CONTRACTUAL These documents shall constitute a contractual agreement upon: (1) acceptance and approval by the authorized HCISD representative; and, (2) payment of the 25% non-refundable deposit by the Lessee.

LIMITATION ON CONVEYANCE Notwithstanding any reference in these documents to the contrary, this contract shall create only a license to occupy those specific portions of the real property identified herein for the specific dates and times specified. This contract shall not create a Landlord/Tenant relationship, nor any of the rights or incidents thereof.

LIMITATION ON WAIVER The waiver of any right of HCISD under this contract shall be limited to specific instances of waiver and may not be construed as a general waiver of HCISD's right to enforce any term thereof.

WAIVER OF WARRANTIES; LIMITATION OF LIABILITY The parties recognize and agree that HCISD facilities are made available to community groups as an extension of HCISD's educational mandate and not as a commercial venture. It is therefore expressly agreed that HCISD facilities are made available "AS-IS, WHERE-IS." THE PARTIES DO FURTHER EXPRESSLY WAIVE AND DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE. In the event an HCISD facility shall become unsuitable for use at the time and date specified herein due to a failure of the facility, a system thereof, a utility, weather, fire, strike, or any other condition beyond the reasonable control of HCISD, HCISD shall, at its sole and exclusive option, either: (1) make the same or substantially similar facilities available at another time or date mutually agreeable to the parties; or, (2) return the non-refundable deposit and thereby terminate this contract, or, in the case of an extended contract, return a pro rata portion of rent based on the amount of time the facility is not available. HCISD shall have no other duty or liability, and the Renter agrees to assume the full economic risk thereof.

THE PARTIES DO FURTHER EXPRESSLY AGREE THAT HCISD'S SOLE AND EXCLUSIVE LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY HCISD SHALL BE LIMITED TO A REFUND OF RENT AND DEPOSIT IS ACTUALLY PAID TO HCISD. HCISD SHALL IN NO EVENT BE LIABLE FOR SUMS EXPENDED IN ANTICIPATION OF PERFORMANCE, LOST PROFITS, CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES. THIS LIMITATION SHALL APPLY WITHOUT RESPECT TO WHETHER DAMAGES ARE THE RESULT OF HCISD'S OWN NEGLIGENCE.

NO WAIVER OF IMMUNITY Acceptance of this contract by HCISD shall not constitute a waiver of any immunity, defense or limitation of liability applicable to HCISD as a public school district, nor of those applicable to any HCISD officer, official, employee, agent, or volunteer.

ENTIRE AND INTEGRATED AGREEMENT These documents represent the entire agreement between the parties respecting the subject matter thereof. All prior representations, negotiations, and discussions of terms are deemed to have been integrated herein. No representative of HCISD shall have the authority to enter into any oral modification of this contract, or to waive the terms thereof.

CHOICE OF LAW AND VENUE This contract shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue for any litigation arising from this contract shall lie exclusively in state court in Hays County, Texas. This contract does not include any agreement to arbitrate.

CONDITIONS OF APPLICATION: Access to Hays CISD facilities is the responsibility of each school principal. Key duplication is prohibited. In making this application, it is understood and agreed the provisions of School Policy-Community Use of School Facilities as adopted by the Board of Trustees of the Hays CISD be adhered to in every instance. A complete copy of the Policy is available in connection with the use of school facilities.

The applicant hereby agrees and undertakes to save and hold harmless Hays CISD, its officers, agents and employees from any and all claims for damages, personal or otherwise, that may arise out of the use of said property whether by a member of this organization or by other persons using or enjoying said property and without regard to whether the damage, personal or otherwise, is brought about or caused by negligence whether on the part of the applicant or the school district or both.

MY SIGNATURE BELOW INDICATES MY ACKNOWLEDGEMENT OF AND AGREEMENT TO THE PERFORMING ARTS CENTER RULES AND REGULATIONS:

SIGNATURE (REQUIRED)

DATE (REQUIRED)

AUTHORIZED REPRESENTATIVE ADDRESS: (if different than applicant on page 1)

MAILING ADDRESS:	CITY:	STATE:	ZIP:
EMAIL ADDRESS:			

APPROVAL SIGNATURE: _____ **DATE:** _____

DIS-APPROVAL SIGNATURE: _____ **DATE:** _____



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PERFORMING ARTS CENTER STAGE SETUP

Describe in your own words the stage layout:

PERFORMANCE ARTS CENTER STAGE EQUIPMENT NEEDS:

- Wireless Connection
- *Concert Grand Piano (\$75 tuning charge)
- Follow Spots
- CD Recording
- Recording Equipment
- Music Stand
- Music Stand Lights
- DVD/CD Player

PERFORMANCE ARTS CENTER STAGE EQUIPMENT NEEDS:

- Podium
- Microphone
- Choir Risers
- Projection Screen/Projector
- Chairs Only
- Rectangular Tables
- Choral Acoustical Shells
- Other: _____

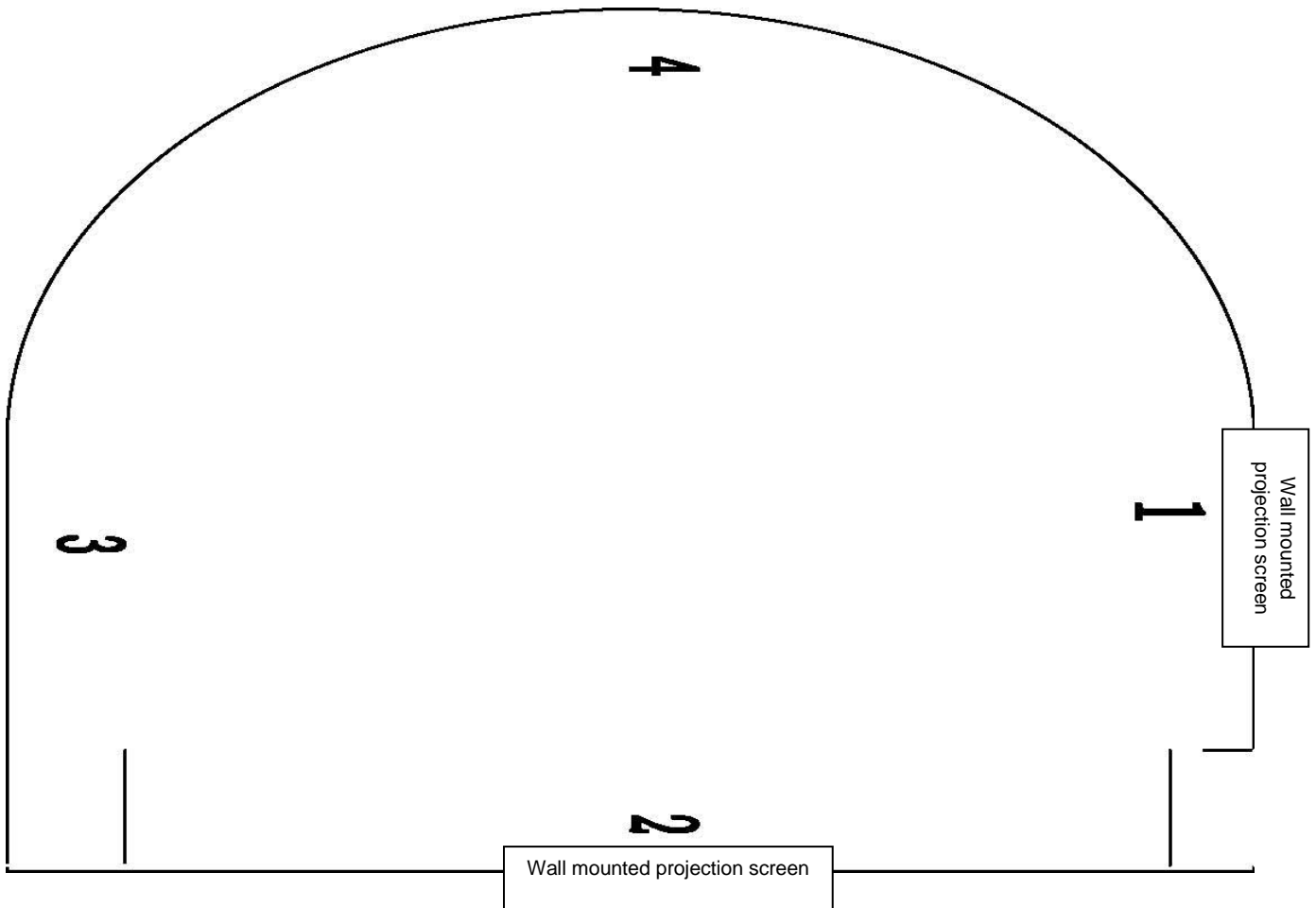
PERFORMING ARTS CENTER ROOM SET-UP

CHECK SET-UP PREFERENCES – CHECK ALL THAT APPLY:

- Table for Presenter
- Media Projector
- Refreshment Table(s) QTY: _____
- TV/ DVD
- Other: _____

DRAW YOUR DESIGN BELOW (Include table and chair placement):

Using the diagram of the Multi-Purpose Room (MPR) below, indicate by zone number (1, 2, 3, 4) the front of the room for set-up purposes.





RENTER CHECKLIST

- Page 1, 4, 5, & 6 completed including signatures, dates, and set up requirements.
- Read through all rules, guidelines, and regulations.
- Submitted application and certificate of insurance to respective PAC representative 15 days prior to event(s).
- After approval, submitted 25% deposit (non-refundable).
- The fee balance for rental is due at the end of the rental period.
Check(s) shall be made payable to the Hays Consolidated Independent School District. Building user must be punctual in adherence to the arrival and departure times designated on the application form.
- Contacted P.A.C. representative to discuss set up five (5) business days prior to the use of the facility.

H.C.I.S.D. CHECKLIST/WORKSHEET

- Page 1 completed by requestor
- Page 4, 5, & 6 signed & options selected
- Signed & dated by PAC representative
- Approval by PAC Facility Manager
- Contacted requestor with approval / denial
- Received 25% deposit
- Date & Requirements confirmed with event contact
- Requirements submitted to facility set-up personnel