

## ***2018-2019 ECSD Performing Arts Center Conditions of Use and Regulations***

1. A *Performing Arts Center Facility Use Application* must be completed by the designated person in charge of your event only. This individual will be responsible for enforcing the conditions of use and regulations listed in this document with members of your organization. This application must be submitted at least thirty (30) days prior to the desired date of use. **East China School District events will receive priority in scheduling.** This agreement may be cancelled if a conflict should develop because of the necessity to schedule school district events.
2. Alcohol, tobacco, vaping, firearms, and controlled substances are forbidden on district property *at all times*. This includes parking lots. Violation of this clause may cause eviction and loss of facility use.
3. Rental of the Black Box is available at additional costs based on availability. The Scene Shop, storage areas, and Costume Room are not included as part of the rental of the facility.
4. **FEES:** “A” rates apply to nonprofit organizations *within the East China School District boundaries*. “B” rates apply to all for profit organizations and nonprofit organizations outside of the East China School District. All fees are nonnegotiable. Proof of nonprofit status is required to be filed with Facility Use Application to secure “A” rates.

	“A” Rate	“B” Rate
<b>RENTAL FEES:</b>		
Auditorium	\$165 for first three (3) hours \$82.50 for each additional hour	\$330 for first three (3) hours \$100 for each additional hour
Black Box	\$33 for first three (3) hours \$16.50 for each additional hour	\$77 for first three (3) hours \$35 for each additional hour
<b>STAFFING FEES:</b>		
Custodial	\$22/ hour regular time \$33/ hour overtime	SAME SAME
Grand Piano	\$150/day	SAME
Orchestra Shell	\$150/day + set up and take down fees	SAME
Technicians	\$15/hour	SAME

5. A *nonrefundable* deposit of \$200 must be submitted with this application (with proof of insurance / liability). Your rental estimate must be paid in full at least thirty (30) days prior to your event. If either payment is not received within the aforementioned timeframes, your event will be cancelled.
6. Your final invoice is to be paid immediately upon receipt of said invoice.
7. Billing starts when the first individual of your organization enters the building (or at the time approved for on your application. The *earlier* time takes precedence), and ends when the last individual leaves. Additional charges will apply to all preparation and restoration work that needs to be completed in order to produce your event.
8. Health and Fire Codes / Regulations must be followed at all times. Individuals may not obstruct aisle, doorways, or walkways at any time. Pulling of a false fire alarm or placing a false emergency or threatening call will be reported to the proper authorities. Fines may incur to cover the cost of dispatching emergency services. Such fines are the responsibility of your organization.

**\*Any questions or concerns about the above information should be addressed with the P.A.C. Manager BEFORE submitting your Facility Use Application.  
P.A.C. Manager’s Office: (810) 676 –1146  
Email: [Dsimpson@ECSD.us](mailto:Dsimpson@ECSD.us)**

9. To honor a healthy working relationship between your organization and the East China Performing Arts Center, we respectfully ask the following of you:
  - A. Your activity should not cause harm or damage to the facility, displayed, or stored materials / equipment.
  - B. Please clean up areas after use; any excessive cleaning needed after your event will lead to additional charges in your final invoice.
  - C. Inform **all** individuals associated with your event (patrons, staff, and performers) about the rules and regulations outlined in this document *prior to their arrival* at the facility.
  - D. Respect the safety and working environment of all P.A.C. staff and related workers.
  - E. Keep hallways, doorways, and walkways clear at all times.
  - F. Glitter, balloons, duct tape, feathers, and open flames are **not** permitted in the facility.
  - G. Alterations of the building including walls, floors, pavement, fixtures, and furnishings are not permitted.
10. Accidents can happen. If damage, injury, or an emergency does occur, please report it promptly to the P.A.C manager or designee. You will be held responsible for the replacement of or payment for damages incurred through your use of the facility.
11. Please vacate the building in a timely manner at the conclusion of your event. Note that you are reserving the facility *ONLY* for the dates and times approved for on your application. Additional access is to be arranged for in writing with the Performing Arts Center Manager, and is based on availability at the time of occurrence. This includes any preparation work to be completed as well as delivery of scenery / props / equipment, etc. We do not accommodate the storage of equipment, costumes, or scenery.
12. The conduct of all persons in your organization is to be supervised at all times by a responsible adult, whose only task is the supervision and safety of assigned individuals. For safety reasons, children are not to leave the area assigned to them unless supervised by an adult. There should be at least a 1 to 25 ratio of supervisors to children. Proper supervision and behavior is expected at all times both inside and outside of the building.
13. *Inclement Weather and Emergencies:* The P.A.C. operates within the East China School District, and will not operate when the East China Schools is closed due to inclement weather or emergency. Efforts may be made to reschedule any missed events due to facility emergencies or inclement weather. Such rescheduling cannot be guaranteed. Reasonable refunds of paid rental estimates may be considered at the discretion of the P.A.C. Manager. The P.A.C is not available for rental on holidays. Weather related closures of the facility during non school days / weekends is determined by the PAC Manager.
14. *Liability for Use of the Facility:* Your organization shall provide a certificate of Proof of Liability/ Personal Injury and Property Damage insurance in the amount of \$1,000,000 per claim and \$1,000,000 per occurrence. We require that the East China School District be named “an additional insured” on the policy. A copy of proof of such insurance must be with this application. Failure to do so will void any agreements. **EAST CHINA SCHOOLS WILL CANCEL EVENTS WITHOUT THE PROPER INSURANCE ON FILE.**
15. Food and beverage are prohibited in the P.A.C. unless approved for in writing by the P.A.C. Manager in advance of your event. Food and beverage are prohibited *at all times* in the Auditorium, stage, and dressing rooms. All health codes and requirements must be met when selling / serving food or beverage. Absolutely *NO* alcohol will be permitted.
16. Your organization is responsible for providing all supplies and materials necessary to produce your event. Any extra supplies / materials needed to facilitate your event safely / appropriately will be assessed in your final invoice at the discretion of the P.A.C. Manager.

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17. Your organization is responsible for providing a stage manager to facilitate the calling of lighting, sound, and fly rail cues during all rehearsals and performances.
18. Your organization is responsible for providing at least 6 ushers for each performance. All ushers must remain on duty until the end of the final intermission. At least one usher is to remain in the Lobby at all times until the conclusion of the event.
19. The East China School District is not responsible for the loss, theft, damage, or destruction of any materials, equipment, property, etc. brought onto the premises by your organization or its members.
20. All employees, staff, and subcontractors of the P.A.C. are under the sole direction of the P.A.C. Manager or designee. Any concerns about said individuals are to be addressed only to the P.A.C. Manager.
21. Since the technicians employed by the P.A.C are often students, we are required to abide by all Child Labor laws as outlined by the State of Michigan. A meal break must be given to all crews (simultaneously) after 4 hours of work for every workday equal to 8 hours. No workday is to exceed 8 total hours. All breaks are to be arranged with and approved by the P.A.C. Manager. It is your responsibility to include these breaks in your production schedule.
22. Equipment belonging to or located within the P.A.C. is to be operated by qualified individuals only, as deemed so by the P.A.C. Manager.
23. In the interests of safety and a positive public image, the P.A.C. Manager or designee reserves the right to alter any and all aspects of an event he deems inappropriate or unsafe. Said individual also reserves the right to evict any individual or group who is found to be uncooperative, unsafe, or inappropriate. No refunds will be given in these instances.
24. Any item to be rigged and all sets and equipment to be used as a part of your event must be approved by the P.A.C. Manager at least thirty (30) days before your event. All scenery / sets and props must be flame retarded per national fire code.
25. Only Gaff tape is to be used on the stage floor.
26. All equipment and personnel needed to appropriately facilitate your event must be completely arranged for with the P.A.C. Manager *in writing* at least sixty (30) days prior to your event. It is your responsibility to contact the P.A.C. Manager to advance *ALL* of your event needs. Events may be cancelled if a technical advance has not been received.
27. The East China School District has the right to withdraw facility use privileges at any time for any reason.
28. In submitting this application, your organization agrees to indemnify and hold harmless the Board of Education of the East China School District, all East China School District employees, subcontractors, and vendors for any and all acts, consequences, injuries or damages arising out of the use of the facility by your organization.
29. Your organization shall not transfer or assign this agreement to any other individual or group. Only the approved group is authorized to use the facility.
30. Failure to comply with the above conditions of use and regulations will result in eviction, fines, and / or loss of future opportunities to use the facility.

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