



## Use of the Victoria Fine Arts Center

The Victoria Fine Arts Center (VFAC) as part of the Victoria Independent School District (VISD) is both an educational institution and a government agency; the District is bound by many parameters and limitations. The Lessee must realize that the priority of the District is to the educational mission, not the use of the VFAC facility as a rental house.

The service that will be provided to the Lessee will be professional while continuing the ongoing commitment to the educational process as the higher priority of school personnel. The staff of the VFAC will assist in every way within the scope of their positions. VISD reserves the right to ensure content is appropriate and is in line with the school district mission.

VISD requires that VFAC books deputies from the Victoria County Sheriff's Office (or, if necessary, Victoria Police Department Officers) to act as building security for all events. This charge is at the rate set by the forementioned departments.

### 1. Fine Arts Annex

- A. The Fine Arts Annex (Annex) building adjacent to the VFAC includes 2 meeting rooms with men's and women's facilities.
- B. A meeting room may be rented separately from the VFAC at a cost of \$50 per hour with a 3-hour minimum.

### 2. Contract Overview

- A. A signed license agreement, \$500 deposit (for new Lessees), and an event orientation meeting is required at least 4 weeks prior to an event.
- B. A certificate of insurance (see liability insurance below) and Media content is required 10 business days prior to the event.
- C. An invoice of charges will be emailed to the Lessee and payment must be remitted to the VFAC within 10 business days prior to the event.
- D. Any deposit given is nonrefundable except for a VISD cancellation.
- E. Any outstanding invoices from potential Lessees owed to VISD must be paid in full prior to acceptance of any new contract offers. Any subsequent rental will require all Rental Fee paid upfront.
- F. Rental Fees includes technical and custodial staff. Security is required and is at the rate charged by the department providing the service.
- G. Lessees must provide their own box office staff, ushers, and concession personnel.

### 3. VFAC Rental Fees

- A. Rental Fees are established to recover the cost of personnel and the physical operation of the

facility to include utility costs, materials, and administrative expenses.

**B. Auditorium/Lobby/Backstage Area**

- Private
  - Full Day \$3000 (12 hrs.)
  - Half Day \$1500 (6 hrs.)
- Non-Profit/ Education
  - Full Day \$2000 (12 hrs.)
  - Half Day \$1000 (6 hrs.)
  - Non-Audience (rehearsal, adjudication, recording usage) \$167 (1 hour)

**C. Annex**

- Meeting Room \$50 Per Hour (3-hour minimum)

**Victoria Fine Arts Center Use Rules**

Lessees who use the VFAC are responsible for adhering to the following rules and communicating them to their performers, staff, students, parents, and audience members as appropriate. Please sign where designated and return with all relevant documents.

***The VFAC License Agreement contains an extended version of all Policies, Procedures, and Production Rules for Events.***

**A. The District shall have first priority on VFAC facility use over any outside event.**

- The District may cancel any VFAC rental agreement by giving 24-hours' notice prior to lease period when the District determines that it must use the VFAC facility for a function related to the operation of the District.
- The District shall have the right to cancel or move an event to another District location should a disaster occur that requires extensive repairs.
- In case of an emergency, a 24-hour notice may not be possible.

**B. Priorities for scheduling the use of the VFAC shall be as follows:**

- The regularly scheduled educational program, including instructional activities, such as meetings, practices and performances of school-sponsored groups related to official school business.
- Meetings and other activities of groups organized for the sole purpose of supporting schools or school-sponsored activities.
- Meetings and other activities of groups comprised primarily of school-age children.
- Meetings of employee organizations.
- Meetings and activities of other groups.
- At least one VISD Representative, approved by the VFAC Manager, must be on-site and accessible throughout the event.
  - This individual will be responsible for locking and unlocking doors for the event.

**C. Lessee's Responsibilities:**

- Responsible for their patrons, students and/or performers.

- Must have a sponsor who remains on site until all guests and participants have vacated the VFAC.
- Participants and audience members will not be admitted to the VFAC until the VISD representative is present.
- Children shall be supervised at all times.
- Lessees' representative is responsible for the following:
  - Indicating when the house is ready for the performance to begin
  - Supervising ushers, concession stand workers, and other house personnel during the entire event
  - Indicating intermission times
  - Communicating with VFAC staff and technicians
  - Responsible for enforcing safe occupancy limits.
  - The number of seats sold shall not exceed the number of seats in the VFAC auditorium.
  - Aisles shall be kept unobstructed at all times.
  - Nothing may be attached to the arms of the seating.

#### D. Displays

- Gaffer's tape should be used to mark the stage.
- No tape or fasteners of any kind should be used on walls or doors.
- Prior approval must be given from VFAC Manager or designee before signs, banners or pennants are displayed. In no event, shall signs, banners or pennants deface the property or be in place more than one hour before or after facility use.
- Any equipment, instruments, scenery, props, costumes, or other related items must be removed by the end of the scheduled occupancy.
  - The Lessee is responsible for items left unattended in the VFAC.
- Lessees must bring their own extension cords, power strips, and office supplies.

#### E. Prohibited Use

- The use of tobacco and drugs is strictly prohibited on school property.
- Animals are not permitted inside the VFAC except for accessibility reasons or associated with a performance with prior approval by VFAC Manager.

#### F. Maintenance Requirements

- Events lasting more than 2 hours consecutively must have an intermission to allow VFAC technicians and facility staff to have a necessary break.
- Lessees utilizing the space for more than 8 hours consecutively must provide a meal and appropriate meal break time for technicians and facility staff.
- Multi-day events must allow a minimum of 8 hours between the evening end time and the following morning start time.

#### G. Participation

- Participation shall not be restricted for reasons of race, religion, sex, creed, national origin or accessibility conditions.
- All activities shall be orderly, lawful and of a nature not to incite others to disorder. Reasonable security arrangements, as determined by the District and appropriate for the type of event, shall be required.
- Organizations shall comply with all federal, state and local laws, regulations and licensing

#### H. FVAC Responsibilities

- The VFAC technicians are responsible for operating lighting, sound, and stage equipment. Lessee representatives should direct concerns to the VFAC Manager or designee.

#### I. Media Content

- The VFAC and its staff shall not be responsible to provide Media Content (music, videos, etc.) for Lessee's event.
- Media Content to be presented by the VFAC staff (music, videos, etc.) must be provided at least 10 days prior to the event or first rehearsal with proper labeling and documentation.

#### J. Other

- Contract time limits shall be strictly observed.
- Lessee must clear all areas as per the rental license agreement or additional fees may be incurred.
- Concessions or merchandise must be pre-approved by the VFAC Manager or designee.
- Vehicles shall be parked in designated areas only.
- The building shall be left in a neat and orderly condition.

#### K. Damages

- All user groups shall be held responsible for reimbursing VISD for the cost of damage, loss or excessive cleaning charges incurred as a result of Lessees use of the facility.
- Recurring damage to the facility may cause the loss of privilege of renting the facility for the Lessee.

*During the event, the Lessee will be notified of any infractions and given the opportunity to correct issues. However, VFAC staff is fully within their rights to refuse to continue the event until the infraction is corrected. If a resolution is not reached in a timely manner, the VFAC staff is authorized to stop the event. Billing will continue until all event equipment, personnel, and audience members have left the Facility. It is the responsibility of the Lessee to interact with their guests and resolve issues of reimbursement or restitution.*

I have read the above rules for the use of the Victoria Independent School District Fine Arts Center, and I agree to all provisions contained therein.

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Lessee Organization Representative Signature

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Date

## LIABILITY INSURANCE

Lessees shall purchase, provide and keep in effect during the use period licensed pursuant to this regulation a liability insurance policy or rider to an existing policy, naming as additional insured Victoria Independent School District, its officers, employees, and agents, "which will provide coverage in the amount of \$1,000,000 for property damage and \$1,000,000 per person and \$1,000,000 per occurrence for personal injury (including death). Coverage provided by such policy or rider must apply to the death or injury of any person and damage to property that result, directly or indirectly, from the intentional or negligent act or omission of users' officers, agents, employee, guests, or invitees during the use occupancy of the Victoria Independent School District Fine Arts Center. Such Insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the District and provided no later than 10 business days prior to use. The Lessee must provide the District with a certificate of insurance attesting the existence of a policy or policies providing coverage required or, if requested, by District. If the policy contains deductible provisions, Lessee shall be responsible for payment of the deductible amount for any claim or claims.

**Note: No reservation is considered complete until the Certificate of Insurance has been received. Insurance Due Date – 10 business days prior to event**

I have read the above liability insurance instructions of the VISD Victoria Fine Arts Center, and I agree to all provisions contained therein.

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Lessee Organization Representative Signature

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Date