

FILE KF-E School Facility Rental Contract

THE CONSOLIDATED SCHOOL DISTRICT OF AIKEN COUNTY

SCHOOL FACILITY RENTAL CONTRACT

1) PARTIES:

This AGREEMENT is made and entered into by and between Administrative Area ___ of The Consolidated School District of Aiken County (hereafter referred to as "District") and

_____ (hereafter referred to as "Lessee").

2) PREMISES RENTED:

It is agreed that the _____ at

_____ School (hereafter referred to as "Facility") is the subject of this Agreement and shall be reserved for use by the Lessee at the times set forth in the next paragraph.

3) DATE (S) AND TIME (S):

The parties agree that the dates and times intended for use of the Facility by the Lessee shall be specifically and inclusively as follows:

DATE: _____ HOUR: _____ TO: _____
DATE _____ HOUR: _____ TO: _____
DATE: _____ HOUR: _____ TO: _____
DATE: _____ HOUR: _____ TO: _____

(For purposes of planning it is necessary that the above dates for use include all anticipated times for rehearsals, practices, set-up, and take down.)

4) ITEMS FURNISHED WITH FACILITY:

The Lessee acknowledges and agrees that the Facility rental shall include the furnishing of normal heating, air conditioning, and ventilation systems for the specific Facility, and also lights and incidental water. The District ordinarily requires a staff member to be in attendance for all Facility usage and to oversee the proper utilization of the Facility, and specifically reserves the right to require a staff member's presence under the terms of this Agreement. (The fee schedule will either include funds to reimburse for such staff member's presence, or this item shall be specifically itemized as part of the rental consideration, as set forth hereafter).

Nothing in this provision, however, shall be construed to impose any responsibility or any liability, as a result of such staff member's presence, concerning the manner in which Lessee conducts its use of the Facility and/or any claim, which may arise against the Lessee as a result of such use of the Facility. The District requires janitorial services to be provided by its staff.

For Aiken High School Performing Arts Theater rentals, adult supervision is required backstage for student productions. Backstage supervision can be provided by AHS at a fee outlined in the fee structure.

5) AMOUNT OF RENTAL:

The parties agree that in consideration for use of the Facility at the times and place above described, Lessee shall pay a rental amount in the sum of \$_____. The terms for payment shall be as follows: _____. If applicable, the parties agree that the rental fee is itemized as follows:

- a. User Fee _____
- b. Janitorial Services _____
- c. Staff Oversight _____
 - House Manager _____
 - Production Manager _____
 - Box Office Manager _____
 - Student Employees _____
- d. Utilities (15% of User Fee) _____
- e. Supplies/Consumables (10% of User Fee) _____
- f. Ticketing Charges _____
 - Ticket Setup Fee (GoFan) _____
 - Tickets (ACPSD provided) _____
- g. Security Deposit (Refundable) _____
- TOTAL DUE _____

6) FIXTURES AND EQUIPMENT:

The rental of the Facility shall include the right to use chairs, speaker stands, public address systems (if so equipped and applicable) and similar fixtures and equipment normally kept in the Facility and intended for such usage. Any special arrangements for such things as additional chairs, gymnasium floor coverings, or utilization of food service facilities must be by specific request and prior arrangement, and such arrangements must be made an addendum to, and part of, this contract. In the event utilization of food service equipment is requested and approved, the District reserves the right to require one or more of its school food service staff members to be present and to oversee such utilization, and the rental fee will include reimbursement to such staff member.

7) CONDITION OF PROPERTY:

Lessee acknowledges that it has had sufficient opportunity to inspect the Facility for purposes of determining the appropriateness of the same for the specific needs of Lessee. Lessee acknowledges that the Facility is rented AS IS and further acknowledges that the District has made no representation, either express or implied, as to the condition or fitness of the facility for any specific use including that intended by Lessee.

Lessee agrees to return the Facility and any fixtures or equipment therein in the same condition as when turned over to Lessee, and Lessee agrees that the Facility shall be in good order and reasonably clean. It is understood that the District's janitorial staff shall be responsible for final cleaning as anticipated by this contract and covered in the rental fee.

Lessee shall be responsible for any damage or destruction to the Facility, or any fixtures or equipment therein, which may be incurred during Lessee's use and as a result of any act or omission of Lessee, Lessee's agents, servants, or employees, and/or any invitee or licensee of Lessee. Lessee is responsible for any damage caused during the rental period. House manager and or on-site supervisor will conduct an inspection of the facility following the rental and contact the renter within 48 hours to report any damage.

In order to better insure the protection of District property and maintain order, generally, during Lessee's utilization of the Facility, the Lessee agrees to enforce the following specific regulations in addition to otherwise carrying out the reasonable intent of this agreement:

- (a) No smoking shall be allowed in the Facility.
- (b) No alcoholic beverages shall be brought into, or consumed upon, the Facility.
- (c) Any applicable city and county ordinances including, but not limited to, fire codes shall be observed, and crowd attendance shall be limited to the seating capacity of the Facility.
- (d) The beginning and ending times for this contract, as previously set forth, shall be strictly observed.
- (e) Any practices or rehearsals shall be limited to, or supervised by, personnel of the Lessee, and not unauthorized persons shall be allowed in the Facility.
- (f) There shall be no serving of food or beverages in any auditorium or gymnasium.

8) HOLD HARMLESS PROVISION:

Lessee acknowledges that the District assumes no liability whatsoever for Lessee's utilization of the Facility including, but not limited to, damage to the property of, or personal injury suffered by, third parties in or around the Facility during Lessee's utilization thereof. Lessee does hereby expressly hold harmless and indemnify the District from any and all claims or liability for property damage or personal injury resulting from, or incidental to, Lessee's use of the Facility and/or any alleged act or omission of Lessee, Lessee's agents, servants, employees, invitees, or licensees.

9) CHANGES IN EQUIPMENT:

Lessee agrees to make no changes in existing equipment including electrical wiring and supply accommodations as presently exist, nor to attempt to use any existing fixture or equipment in any manner other than that for which it was designed and intended.

10) CANCELLATION FOR NECESSITY OF SCHOOL USE:

The District reserves the right to cancel the within agreement in the event that an emergency or unanticipated school function specifically requires use by the District of the Facility which is the subject of this agreement. In such event, however, the District shall make good faith effort to adjust and accommodate the needs of Lessee and to provide a reasonably similar Facility in close proximity as practicable under the circumstances then existing.

11) SECURITY POLICY:

Renter will be required to provide security personnel when cash is to be accepted at the venue, when over 100 patrons are expected or when the management team determines it is in the best interest of the facility and those attending. ACPD utilizes Powell Security or ADPS for on site security. Renter may be asked to show proof of contract with these agencies as part of the rental agreement.

12) AIKEN HIGH SCHOOL PERFORMING ARTS THEATER:

Insurance Premium

The Licensee must provide a certificate of insurance showing general liability of at least \$1,000,000 with AHS listed as an additional insured.

Force Majeure Clause

The agreement outlines the terms in case of events beyond control, such as natural disasters or other emergencies.

Liability

The Licensee is liable for all damage to buildings and equipment caused by negligent use and agrees to indemnify AHS from any related claims or suits.

Miscellaneous Terms

The agreement includes various restrictions and requirements related to advertising, setup, decorations, smoking, alcohol, weapons, parking, supervision of children, and the use of animals.

13) ADDITIONAL PROVISIONS:

The following are additional conditions to this contract (if none, so state):

IN WITNESS WHEREOF the parties have affixed their respective hands and seals.

Administrative Area: _____

Date: _____

by: _____

Assistant Superintendent for Area

Date: _____

Principal

Date: _____

by: _____

Lessee

Aiken County Public Schools
