

## **MONONA GROVE SCHOOL DISTRICT**

### Administrative Rule 830 (2)

#### **GUIDELINES FOR PUBLIC USE OF THE E.F. SCHWAN PERFORMING ARTS CENTER**

##### A. Application Procedures

1. The E.F. Schwan Performing Arts Center (PAC) is owned and operated by the Monona Grove School District. When scheduling events, the first priority shall be given to school-affiliated groups. Only dates/times that do not conflict with the school calendar shall be considered for rental.
2. The district shall hold a date for 30 days from the date of initial inquiry, after which the date shall be released unless an application has been received by the district.
3. Applicants may reproduce blank applications as needed.
4. The applicant may request a copy of these guidelines and a copy of the user agreement which shall serve as the final contract for rental. As stated, each document shall list conditions by which the user will be bound after agreeing to rent the facility. By accepting the user agreement, the user accepts responsibility for the school building and assigned property while the permit is in effect, and, to observe all applicable federal, state and local laws and regulations and all appropriate rules of the Monona Grove Board of Education. The user agrees to hold the Monona Grove School District harmless from any and all liability that may result from the user's use of the facilities.
5. Requests from an organization outside the district, an organization wishing to charge fees, an organization with which the Board has had no previous contact or an organization that has been denied the privilege of using school facilities in the past must be submitted at least 30 days preceding such use. Requests from other organizations must be submitted at least two weeks prior to the date of use.
6. Applications shall be reviewed by the Auditorium Director. The Board reserves the right to deny the use of school facilities when such use interferes with the mission of the schools.
  - a. The district has the right to refuse any application.
  - b. If approved, the applicant shall receive a use agreement with the estimated rental charges and an invoice for a deposit.
  - c. If the application is denied, a written explanation shall be provided to the applicant.

7. The applicant must submit a deposit and a certificate of liability insurance with the district named as co-insured and a minimum coverage of \$1 million or as specified in the use agreement.
8. The district reserves the right to require an advance deposit of up to \$1,000. In the event of any damage to district facilities or equipment, failure to pay amounts due or other violations of the use agreement, the district may apply the deposit toward reimbursement of costs incurred.

B. Regulations Concerning the Use of School Facilities

1. No advertising may be placed until a use agreement, certificate of insurance and deposit payment has been received by the district.
2. During inclement weather or other emergency, the school may close regardless of any user agreements. If school officials close school, non-school events scheduled for the PAC shall be cancelled. Rental charges shall be billed if required to cover costs of equipment, labor, etc., however, rental charges may be adjusted for that day.

If the school is open during inclement weather, it is the responsibility of the user to determine its use of the space.

3. The district shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God or from any other reason whatsoever.
4. In the event of a cancellation on the part of the user, the district shall retain 10 percent of the total estimate of rental charges to cover costs. Cancellation retainer fees shall be specified in the use agreement.
5. The district and/or any agent or employee shall not be liable for damage to, or loss of property belonging to, or in the care of, the user using the facility.
6. In the event any fault or neglect by the district or its failure to satisfy any obligations under the use agreement, the liability of the district shall be exclusively limited to the refund of any amounts paid by the user.
7. It shall be the responsibility of the user to:
  - a. Pay any state and county tax on sales.
  - b. Report all income to the Internal Revenue Service.
8. If the user wishes to charge for the use of district parking lots, permission must be obtained in advance. A percentage of the parking revenue shall be paid to the district as specified in the use agreement.

9. Alcoholic beverages and tobacco are not permitted on district premises. Food and drink are not permitted in the PAC except as part of the performance.
10. The user is responsible for the conduct of all persons (including audience members) associated with the event. Minors involved in the production must be adequately supervised.
11. A custodian must be on duty. Custodial costs shall be billed to the user.
12. A percentage of all income derived from the use of the facility including, but not limited to, ticket sales, novelty sales, concession sales, royalties, registration fees, etc. shall be paid to the district as determined by the current fee schedule. Such income may not exceed the actual rental fee.
13. A district or district-certified technician must be present whenever the facility is being used by the user. Any costs shall be billed to the user.
  - a. The technician's call shall begin one-half hour before the established call time.
  - b. All labor charges shall be for a two-hour minimum.
  - c. All staff shall receive overtime pay for any time above 40 hours per week in a seven consecutive-day period.
  - d. Unscheduled labor may not be available.
  - e. Meals and breaks must be scheduled into work calls.
14. All facility time, labor and equipment required for an event must be identified on the use agreement. Last minute requests that require additional time and labor by district employees may not be possible. Requests for additional equipment shall be granted if the equipment is available. The inventory of lighting, sound and other materials must be checked prior to returning the use agreement.
15. The Auditorium Director has authority over the PAC, its control rooms, dressing rooms, music rooms and rest rooms. Any rooms other than the above are outside of the PAC's jurisdiction and must be requested through the High School Principal or designee.
16. All staging, electric and sound plots must have prior approval by the Auditorium Director. Any setup deemed unsafe by the Auditorium Director shall be modified to the satisfaction of the district. The cost of any modification shall be paid by the user.
17. Any equipment required for a scheduled event other than the equipment listed in the PAC inventory shall be the responsibility of the user. In the event any equipment on the PAC inventory should become unavailable, the Auditorium

Director shall inform the user and attempt to make alternative arrangements that will be mutually satisfactory.

18. The user shall follow all fire code regulations regarding public performance, including the use of flame resistant materials for scenic or design purposes.
19. Any use of open flame, pyrotechnics, smoke or chemical fog require prior approval. If any of the aforementioned materials are used without prior approval, the PAC staff shall have the right to discontinue the performance until the items are extinguished and removed from the stage.
20. The user shall not post signs or affix banners to the building without the prior consent of the Auditorium Director. No items may be attached or mounted to any physical structure. Scenery which must be affixed to the stage floor must be affixed with approved fasteners and restored to the satisfaction of the Auditorium Director.
21. Third party sponsors shall not be allowed to distribute materials, place objects bearing the sponsor's name or highlight its product or service without prior approval.
22. Parking for trucks or vans at the PAC loading zone is limited to one vehicle at a time and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is unloaded, it must be moved to the designated parking lot.
23. Any recorded or live music shall be limited to an output of no more than 85db at the sound console. The final output may be monitored by the PAC staff who have the authority to change the levels, if required, during a performance.
24. Any broadcasts, telecasts, recordings, etc., require prior written consent of the Auditorium Director.
25. The user shall be responsible for all licensing rights for the performance and novelty sales.
26. The district shall provide a clean and unobstructed area for the event. It is the responsibility of the user to maintain and restore the area to such condition.
  - a. Any lighting, masking or sound plot that has been used for an event must be removed and the house plot must be restored at the cost of the user.
  - b. The orchestra pit cover shall not be removed for any event.
  - c. The acoustic shell may be removed/installed at the cost of the user.

27. It is the responsibility of the user to remove all belongings from the dressing rooms and check the hall to secure all property belonging to the user. Any items to be returned shall be sent C.O.D.
28. No painting is allowed on fixed surfaces.
29. No removal, relocation or alteration of the stage curtain is allowed. Requests regarding the curtain must be made in advance to the Auditorium Director.
30. Only local calls are permitted from PAC phones.
31. The policies regarding “front of the house” are as follows:
  - a. During all public performances the Auditorium Director or designee must be present a minimum of one hour prior to curtain time and must remain until all audience members have vacated the PAC. Any costs shall be billed to the user.
  - b. The Box Office facilities can be used only with prior approval.
  - c. The Auditorium Director shall have the authority to open doors at his/her discretion and coordinate building responsibilities with the custodial staff.
  - d. Ushers are the responsibility of the user. If the user cannot locate ushers, the district reserves the right to hire the appropriate number of ushers or cancel the event. The cost of securing ushers shall be billed to the user.
  - e. The district reserves the right to hire security for an event. All charges for security shall be billed to the user.
  - f. The PAC lobby shall be free of any obstructions and must conform to fire code regulations. Any tables or displays shall need prior approval by the Auditorium Director.
  - g. Performances that are open to the public may not exceed the house capacity of 596 seats.
  - h. Complimentary tickets may not exceed 10 percent of the house capacity. Any free tickets over 10 percent of the house capacity shall be counted at full price for the purpose of calculating the PAC rental.

These requirements may be modified by the Director of Business Services at his/her discretion.

APPROVED BY THE SUPERINTENDENT:            December 10, 2003