

TERMS OF USE

District Five Fine Arts Center—————

1. **APPLICATION**: User will apply to District Five Schools for use of the District Five Fine Arts Center (D5FAC) using the approved Application for Use (KF-E) submitted to Kaci Cotter, Director of D5FAC.
2. **RETURN OF CONTRACT**: Date(s) requested by the User will not be committed until the D5FAC approves the event(s) and the User returns the signed contract (Terms of Use) and rental deposit. Contract must be returned within ten (10) days from the date the contract was drawn. Failure to comply automatically cancels the User's request for use of the D5FAC.
3. **DEPOSIT**: A 50% deposit of the rental fee is required. Failure to provide the 50% deposit could result in cancellation of the event(s).
4. **DEFAULT**: Should the User default in the performance of any terms and conditions of this contract, the management may terminate the same. Should a default occur, any deposit made to the D5FAC shall be retained. Failure to comply with the load-out deadline means the Users items are abandoned and may be disposed of by the management.
5. **LIABILITY INSURANCE**: All approved applicants (Users) must have not less than \$1,000,000 liability insurance protection (covering bodily injury, including death, and property damage) in effect during the period of use. Upon application, the User shall file a certificate of insurance with District Five Schools and the insurance shall be subject to approval.
6. **INDEMNIFICATION AND HOLD HARMLESS**: User agrees to indemnify and hold Spartanburg County School District Number Five and the D5FAC harmless from any and all liability arising from the use of any area of the D5FAC or any other property of the School District.
7. **DAMAGE**: The User shall be responsible for the payment of any and all damages to the building, furnishings, equipment, fixtures, or grounds, whether caused by the User or his patrons; normal wear and tear excluded.
8. **CONTROL OF FACILITY**: The D5FAC shall be, at all times, under the control of the management. The right is reserved at all times for any employees of the D5FAC to enter the premises. The house is not to be opened, nor shall an event begin, without permission of the management.
9. **OPENING**: It is the standard policy of the D5FAC that the theatre (house seating) area of the facility shall open forty-five (45) minutes prior to the start of an event.
10. **STAFFING**: The management, in conjunction with the administration of District Five Schools, reserves the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect patrons visiting the D5FAC. Necessary performance staffing must be approved personnel who have been adequately trained to operate D5FAC equipment.
11. **SERVICES PROVIDED**: Rental fee includes: house lighting, minimal sound system use, heating/cooling, and use of all agreed upon spaces. Additional fees will be charged for set-up, the required D5 personnel to be present (custodial, security, sound/light technicians), and use of additional equipment.
12. **ADVERTISING**: User shall not advertise any performance or the appearance of any performer/personality prior to the signing and approval of the contract, or until contracts between all parties involved have been properly executed and exhibited to the D5FAC Management. User will not post any displays on any District Five property without permission of the D5FAC Management.

- 13. TECHNICAL REQUIREMENTS:** All equipment brought into the D5FAC by the User will be subject to inspection by the D5FAC Management for possible safety violations, and the management will have authority to approve and/or remove equipment if necessary. Technical information concerning any equipment shall be made available to the management upon request.
- 14. REHEARSAL(S):** Access to the D5FAC for set-up and/or rehearsal(s) is limited. All details, schedules, and rental fees must be arranged through the D5FAC Management.
- 15. SEATING CAPACITY:** The seating capacity of the D5FAC is 990 (plus handicapped accessible areas). Persons will not be permitted into the theatre section of the D5FAC in excess of this established seating capacity. The management may be present to ensure that this guideline is followed, and has undisputed authority to delay or cancel a performance if any infraction of this guideline is detected.
- 16. REMOVAL OF OBJECTIONABLE PERSONS:** The D5FAC reserves the right to eject or cause to be ejected from the premises any unruly or disorderly person or persons whose conduct unduly disturbs or interferes with the opportunity for other patrons to enjoy the event.
- 17. RECORDING:** User agrees that no recording, visual or audio, of any kind will be made of the event without prior approval from the management. This regulation applies to devices such as and including tape recorders, cameras, video recorders, and the like. D5FAC has the right to record any event solely for the D5FAC archives.
- 18. SALES:** It is the policy of the D5FAC to permit the sale of souvenir programs, recordings, books, or any related merchandise commonly sold or dispensed at such events only from tables in the main floor lobby and/or the Merchandise Sales Window located in the main floor lobby. If such items are sold, the house commission is 10%, payable at the conclusion of the event. If D5FAC personnel are used to sell items, the house commission shall be 15%.
- 19. CONCESSIONS:** There will be no sales of concession items without prior written approval from and detailed arrangements made with the D5FAC Management.
- 20. COMPLIMENTARY TICKETS:** User agrees to make ten (10) complimentary tickets available to the D5FAC, if requested.
- 21. COPYRIGHT LICENSE:** The securing and payment of the copyright license fee(s) are the responsibility of the User. User will deliver proof of copyright license to the D5FAC Management no less than ten (10) days prior to event. In addition, User agrees to defend, indemnify, and hold harmless, the D5FAC against all claims, demands, costs, and expenses that D5FAC may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the event(s). Failure to provide such proof may result in the cancellation of this contract with no penalty to the D5FAC.
- 22. ADDITIONAL REGULATIONS:** The D5FAC reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interest of the D5FAC; and such regulations shall be binding upon the User. All Users shall comply with the laws of the United States of America and the State of South Carolina, with all ordinances, rules, and regulations of the County of Spartanburg, the Town of Duncan, and any regulations imposed by the Board of Trustees of Spartanburg County School District Number Five. Violation by the User will result in cancellation of this contract.
- 23. AMENDED PROCEDURES AND FEE SCHEDULES:** The D5FAC reserves the right to amend fee schedules, operating procedures and policies. All such amendments will become effective and binding upon the User following thirty (30) days prior written notice of said amendments.

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- All federal, state, and municipal taxes applicable to this function shall be paid separately by the User, in addition to the prices herein agreed upon.
- It is understood that the User will conduct its event in an orderly and respectful manner, and in full compliance with all rules of the D5FAC.
- **NO FOOD OR DRINK** is allowed into the D5FAC by the User or any of the User's guests or invitees without the written permission of the management of the D5FAC.
- Alcoholic beverages and tobacco products are prohibited on all District Five Schools properties.
- Helium balloons are NOT allowed in the D5FAC.
- Restrooms in the lobby areas are not to be used as dressing rooms. Dressing rooms for performers are located in the back stage area and can be accessed with permission from the D5FAC Management.
- With the exception of service dogs, no live animals are allowed in the D5FAC.
- No alterations may be made to the D5FAC stage area without permission from management.
- User agrees to begin its event promptly at the scheduled time and agrees to have its guests, invitees, and other persons vacate the designated function space at the closing hour indicated. The User further agrees to reimburse the D5FAC for any overtime wage payments or other expenses incurred by the D5FAC as a result of User's failure to comply with these time constraints.
- In the event of breach of this agreement by the User, D5FAC reserves the right to cancel the agreement without notice and without liability to the User. The amount paid by the User for use of space shall be retained by the D5FAC as and for liquidated damages; but this shall not preclude D5FAC from recovering actual damages sustained due to any breach of agreement.
- This agreement is contingent upon the ability of the D5FAC to perform the same and is subject to inclement weather conditions, accidents, or other causes beyond its control; and in such event, D5FAC shall not be liable beyond the amount paid to reserve the facility.

The appropriate representatives of the D5FAC and the User have witnessed, dated, and signed below, this contract/agreement is hereby executed.

User's Name

User's Signature

Date

D5FAC Official

D5FAC Official's Signature

Date