



**FLOYD COUNTY BOARD OF EDUCATION**  
**Danny Adkins, Superintendent**  
106 North Front Avenue  
Prestonsburg, Kentucky 41653  
Telephone (606) 886-2354 Fax (606) 886-8862  
[www.floyd.kyschools.us](http://www.floyd.kyschools.us)

Sherry Robinson, Chair - District 5  
Linda Gearheart, Vice-Chair - District 1  
Dr. Chandra Varla, Member - District 2  
Rhonda Meade, Member - District 4  
Junior Newsome, Member - District 3

**Consent Agenda Item (Action Item):** Approve the use of Mountain Arts Center for Prestonsburg High School Prom on May 4, 2019.

**Applicable Statute or Regulation:** Board policy states that only the board of education/superintendent can enter into contract or agreement.

**Fiscal/Budgetary Impact:** Prom fundraising by the junior class of PHS.

**History/Background:** Prestonsburg High School has used the JWCC in previous years but needed to reschedule prom because of regional track meet and the MAC was available.

**Recommended Action:** Approve the use of facility agreement between Floyd County Schools/Mountain Arts Center.

**Contact Person(s):** Jamie Adams, Lori Bricken

  
Principal

  
Director

  
Superintendent

**Date:** April 1, 2019

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

# Mountain Arts Center

## Performance Agreement

Fifty Hal Rogers Drive – Prestonsburg, Kentucky 41653 – (606) 889-9125 – FAX: 889-9134

THIS AGREEMENT is made this 21<sup>st</sup> day of March, 2019, between the Mountain Arts Center (hereinafter referred to as "Center") and Prestonsburg High School (hereinafter referred to as "Lessee.")

***\*\*This Engagement is not to be advertised, publicized or announced in any manner, nor shall tickets be put on sale until the contract is signed by both parties. This contract must be returned within 15 days of receipt, signed and accompanied by requested deposit, copy of General Liability Insurance covering this engagement if stated in Artist rider and copy of signed contract between Lessee and Artist (price may be excluded) or contract may become void. This contract is subject to Production Rider approval and all information for advancing the shows must be provided to our Technical Director. . If any additional cost is incurred with the Production – Lessee is to pay for this amount in advance. \*\****

It is mutually agreed between the parties as follows:

1. **FACILITY USE:** The Center agrees to the use of the Mountain Arts Center facilities, specified below, by the Lessee for the purpose of:

***Presenting "Prom 2019"***

CENTER SPACE	RENT AMOUNT	DATE(S)	TIMES (Inclusive)
<u>Theater/Lobby &amp; Related Spaces</u>	<u>\$1,600.00</u>	<u>May 4<sup>th</sup>, 2019</u>	<u>8am – 12am</u>

Additional services and/or equipment to be provided by the Center to Lessee includes:

SERVICE/EQUIPMENT DESCRIPTION	CHARGE
Theater Light/Sound systems (Standard equipment at Center)	Included
Lighting Operator & Sound Operator	Included
Linens, chair covers, etc.	Included
**Merchandising Fee *90/10 if Artist Sells – 75/25 if Center sells	*Normal 10%
**Additional Services provided after signing of this contract will be billed the day of the Event	

**\*\*Includes anyone selling merchandise in the lobby that is not affiliated with the Mountain Arts Center.**

2. **PAYMENTS:** By execution of this Agreement, the Center and the Lessee agree to the following payment schedule:
  - a. Performance Rental Deposit of \$0.00 payable on execution of Lease.
  - b. Final payment of \$1,600.00 payable on day of settlement between Center and Lessee, not to extend past 2 working days of final performance.

Please Initial \_\_\_\_\_

c. The Center shall handle all ticket sales and receive and account for all box office receipts.

d. The Center shall provide to Lessee within 2 working days of the performance a settlement sheet, which identifies all box office receipts, including tickets, sold by category, complimentary tickets, and total gross receipts. At the same time, the Center shall issue a payment to Lessee for the net amount of revenue (Gross box office receipts less rent and less box office charges of \$.50 per ticket times actual number of tickets processed). If applicable, Representative of the Artist shall make payment of commission (10%) of gross sales of merchandise to the Center after the performance. Lessee has the responsibility to inform all Artist wishing to sell merchandise at the event of the Center's 10%-merchandising fee and collect said fee. Lessee is to include this in contract between Lessee and Artist. Payments for all Artist and cost with the Production of the event are the sole responsibility of the Lessee.

e. Any performance fees, mechanical license fees, royalties associated with the performance of this event are the sole responsibility of the Lessee.

3. **USE OF PREMISES:** Lessee shall use and occupy the premises in accordance with the terms and conditions herein and the Usage Policies of the Center. Lessee is entitled to the inclusive times of the Agreement. Before or after a 15-minute exclusion period of an Event, Lessee will pay an additional fee of \$250.00 per 15 minutes of additional time if requested on part of Lessee. If Center request time, there will be no additional cost to Lessee. Lessee shall be entitled to the peaceful and quiet possession of the premises, subject to the terms herein. Lessee agrees to surrender the premises in the same condition as existed immediately preceding lessee's use, normal wear and tear excepted. Following each event, Lessee shall remove Lessee's equipment or property remaining on the premises immediately. The Center reserves the right to exclude or eject from the premises or the Center any and all objectionable persons in connection with any activity of Lessee.
4. **CONDITION OF THE PREMISES:** The Center agrees to keep the premises and the Center clean, adequately heated and/or cooled, and provides sufficient overhead illumination (except for theatrical lighting) for Lessee's purposes. Lessee agrees that no portion of the premises shall be altered, improved, or changed without the prior written consent of the Center, which alterations shall be made at Lessee's expense. Should Lessee fail to return and surrender the premises to its original condition upon vacating the premises, Lessee shall pay or reimburse the Center the cost of the Center's labor and material necessary and required to return the premises to its original condition, normal wear and tear excepted.
5. **DAMAGE; INDEMNIFICATION:** Lessee shall be responsible for the payment of any and all damages to the building, furnishings, equipment, fixtures, or grounds caused by the negligence of Lessee or its patrons, normal wear and tear excluded. Lessee agrees to conduct its activities upon the premises so as not to endanger any person thereon. Lessee agrees to indemnify and hold harmless the Center, the City of Prestonsburg, their officers, agents, and employees against any and all claims, actions, demands, expenses, and judgments for loss, damage or injury to property or persons as a result of lessee's or its patrons' use of the premises during the term hereof. The Center agrees to manage the premises and conduct its activities upon the premises so as not to endanger any person thereon.
6. **CREATIVE APPROVAL CLAUSE:** The Mountain Arts Center reserves the right of creative approval on any show that might be construed as a Mountain Arts Center produced program, including recitals, plays, musical performances, etc. that involve area performers or could be considered local in nature. The Executive Director will approve content, length, and production value in consideration of the technical capabilities and limitations of the Mountain Arts Center.
7. **BASIC SERVICES AND UTILITIES:** The Center will provide heating, air conditioning, lights, water, janitorial services, and other support personnel appropriate for Lessee's use of the premises. If the Theater is being leased, Center staff or a certified operator may only use the theatrical lighting, sound, and rigging systems in the performance hall. Electrical outlets shall not be overloaded in any room utilized by Lessee. The Center will be responsible for the general maintenance of the premises. For Lessee's events, the doors to the premises will open for the Lessee and its patrons two (2) hours before the scheduled starting time of the event.

Please Initial \_\_\_\_\_

8. **CATERING/FOOD CONCESSIONS:** Any catering desired by the Lessee shall be the sole responsibility of the Lessee unless otherwise noted in the contract. If desired the Center will provide drink service at an additional cost to the Lessee. All monies due to caterer hired by the Lessee are the sole responsibility of the lessee or any other expenses incurred by the Lessee. Monies received from the sale of Food Concessions sold by the Center, will be retained by the Center.
9. **ALCOHOLIC BEVERAGES:** the Center or its staff for any Lessee's events will serve No alcoholic beverages. No alcoholic beverage will be served by the Lessee nor shall the Lessee permit any individual participating in the leased activity in the Center to serve any alcoholic beverage in the Center, unless express written permission to do so has been received from the Executive Director and liability waiver has been signed for the Center by the lessee.
10. **CANCELLATION BY LESSEE:** Should Lessee desire to cancel this Agreement and if notification is given in writing to the Center at least 21 days prior to the date of usage, the Center shall require one half of the contract rent as liquidated damages, plus any additional expenses incurred, and the lessee and the Center shall be relieved of any further obligations under this Agreement.
11. **CANCELLATION BY CENTER:** Should the Center desire to cancel or be unable to perform this agreement and if notification is given in writing to the Lessee at least 60 days prior to the usage date, the Center shall return any rent payments and the Lessee and the Center shall be relieved of any further obligations under this Agreement.
12. **OTHER CANCELLATION:** It is mutually agreed that neither party shall be under liability to perform this agreement should their ability to do so be made impossible due to acts or regulations of public authorities, labor difficulties, civic tumult, strikes, epidemics, natural disasters, physical disability of performers, closure of facilities due to weather, or any other cause beyond their control.
13. **BENEFITS:** Lessee agrees to compensate the Center with 6 complimentary tickets.
14. **LIABILITY INSURANCE:** Lessee is required to carry Liability Insurance in an amount not less than \$500,000.00 for injury to any one person, \$500,000.00 per any one occurrence and Property Damage insurance to the amount of not less than \$50,000.00. The City of Prestonsburg and the Mountain Arts Center shall be named as Co-insurers and said policy is to contain a waiver of subrogation for the day of your event(s).

**USAGE POLICY: LESSEE AGREES TO OBSERVE AND ABIDE BY THE USAGE POLICY WHICH INCLUDES RULES AND REGULATIONS GOVERNING THE USE OF THE MOUNTAIN ARTS CENTER. A COPY OF THIS USAGE POLICY PLUS ANY RELATED ATTACHMENTS IS APPENDED HERETO AND IS MADE A PART HEREOF. LESSEE ACKNOWLEDGES RECEIPT AND REVIEW OF THE USAGE POLICY.**

Please Initial \_\_\_\_\_

**IN WITNESS WHEREOF,** the Center and Lessee, by and through their respective duly authorized officers, have executed this Agreement as of the date first herein above written.

**MOUNTAIN ARTS CENTER**

BY: \_\_\_\_\_  
Joe Campbell, Executive Director

DATE: \_\_\_\_\_

**LESSEE: Prestonsburg High School**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_