



**St. Henry District High School
Fine Arts Facility Rental Agreement**

This agreement made by and between St. Henry District High School, 3755 Scheben Drive Erlanger, KY 41018, hereinafter referred to as LESSOR, and **Ballyshannon Middle School**, hereinafter referred to as LESSEE, c/o **Michelle Schmitt, 7515, Union, KY, 41091, 859.992.7412.**

LESSOR hereby agrees to charge and permit LESSEE to utilize the following facilities:

Drees Homes Auditorium, Black Box Theater, Conference Room

For the purpose of the **Ballyshannon Middle School Musical**, at the following date(s)/time(s):

**Tuesday, March 7th, 2023 / 3:15pm-7:00pm
Wednesday, March 8th, 2023 / 3:15pm-7:00pm
Thursday, March 9th, 2023 / 3:15pm-7:00pm
Friday, March 10th, 2023 / 4:30pm-8:00pm
Saturday, March 11th, 2023 / 4:30pm-9:30pm**

Subject to the following terms and conditions:

1. **Use of Facilities.** The facilities are to be used by Lessee solely for the purpose of this agreement and the Lessee is responsible for any damages incurred to the contents and structures of St. Henry District High School.
2. **Laws and Regulations/Terms and Conditions.** The use of these facilities shall be in compliance with all laws and regulations and the terms and conditions of the St. Henry District High School Fine Arts Facilities policies.
3. **Rent and Other Charges.** Lessee shall pay the following for use of the above facility(s). Lessee understands and agrees that charges below are estimated, and actual charges may vary and will be determined after event completion.

Drees Homes Auditorium - Day Rate	\$950
Black Box Theater - Day Rate	\$450
Conference Room - Day Rate	\$190 (Comped)
House Manager	\$20 / hr
Light Tech	\$15 / hr
Sound Tech	\$15 / hr
Custodial	\$25 / hr

gallery, any exhibit(s) or booth(s) impeding attendees without written approval of Lessor. All decorations, furnishings, equipment, exhibits and booths must conform to all federal, state and municipal ordinances, laws, rules and regulations including the St. Henry District High School Fine Arts Facilities Policies.

9. Royalties and Performance Rights. Lessee warrants and represents that all copyrighted materials will be performed or produced only with express permission, or under licensing or authorization, by the copyright owners or their representatives. Lessee agrees to hold harmless the Lessor, its employees, volunteers and agents, from any and all claims, liability, losses, actions and expenses arising out of a copyright license agreement or infringement claim or both.
10. Non-Event. In the event the rental facility(s) is damaged or destroyed by fire, or other casualty to an extent sufficient to prevent the full use of the rental facility(s) under this Agreement, then this lease shall cease and be voided and any and all deposits returned to Lessee in full. Adverse weather conditions shall not limit or otherwise restrict the obligation to either party to perform under this Agreement unless of such intensity as to cause or threaten destruction of the facility. Either party shall be relieved of its obligation under this Agreement if an act or regulation of a public or governmental authority renders the event impossible or should there be civil turmoil, strikes, epidemic or other cause beyond the control of the parties, which renders the event impractical.

In the event that the Lessor has been moved to non-traditional instruction (NTI) for any reason, COVID-19 related or otherwise, before Lessee's Event, Lessor reserves the right to notify Lessee, giving both parties the opportunity to reschedule Lessee's Event for a later date once the Diocese has lifted the NTI and in-person learning has resumed in the school facilities. Use of any facilities is prohibited during NTI.

11. Other Terms and Conditions. St. Henry District High School is a tobacco free campus. Any use of open flames or special effects must be authorized in advance by Lessor. Weapons and firearms are not permitted in the rented facility(s) or on SHDHS property at any time; the use of realistic props must be authorized in advance by Lessor. No parking is permitted in loading areas unless specifically authorized in advance. Lessor reserves the right to monitor and determine appropriate sound levels within the facility(s). Animals can only be allowed access to the facility with advance permission of Lessor; however, service animals will have unrestricted access to all areas while in service to their human.
12. Cancellation or Termination. Lessor may terminate and cancel the Agreement for the violation of any provision or condition thereof. In the event the Lessor determines that Lessee's use is likely to violate any law, cause damage to furnishing, equipment or injury to person(s), Lessor will notify Lessee and extend Lessee the opportunity to address and

Jump, Tammy

From: Hayden, Sarah
Sent: Thursday, December 1, 2022 2:28 PM
To: Jump, Tammy
Subject: FW: BCS CONTRACT APPROVAL FORM

Hi Tammy,

See total for the rental at St. Henry below.

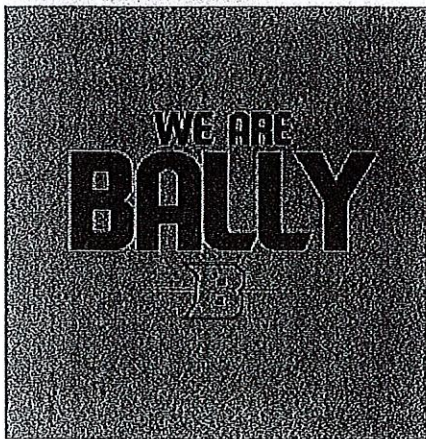
Sarah Hayden

Financial Secretary
Ballyshannon Middle School
7515 Shamrock Ave.
Union, Ky. 41091
859-905-2620

From: Schmitt, Michelle <michelle.schmitt@boone.kyschools.us>
Sent: Thursday, December 1, 2022 2:25 PM
To: Hayden, Sarah <sarah.hayden@boone.kyschools.us>
Subject: Re: BCS CONTRACT APPROVAL FORM

Hi friend ,
The total for St. Henry Rental for spring show will be **2480.00**

Michelle Schmitt
Restorative Classroom
Para Educator
Drama Club Coach



From: Hayden, Sarah <sarah.hayden@boone.kyschools.us>
Sent: Thursday, December 1, 2022 8:37 AM