



SIMPSON COUNTY SCHOOLS

HOME OF THE FRANKLIN-SIMPSON WILDCATS

Franklin-Simpson High School Performing Arts Center

THIS LICENSE AGREEMENT (hereinafter the "Agreement") is made by and between _____ (hereinafter referred to as the "Licensee") and Franklin-Simpson High School Performing Arts Center (PAC) located at 400 South College Street, Franklin, Kentucky. All Agreements must be signed in person. The responsible individual signing the agreement must be 21 years of age or older to enter into this agreement.

Name of Organization/Individual: _____

Official Contact and Representative: _____

Mailing Address: _____

Billing Address: _____

Telephone: _____

Email: _____

DATE OF EVENT OR PRODUCTION: _____

Hours needed day of event (this must include set-up/tear down time):

Event Begin Time: _____ Event End Time: _____

Name of Event: _____

Expected number in attendance: _____

Any Special Use Requests:

TERM:

The term of the Agreement is from the agreed upon begin and end times (including set-up and tear-down times) as indicated on the Event Detail Sheet, attached hereto as Appendix A, or as indicated above until such time as the Event Detail Sheet is agreed upon.

DEPOSIT:

A security deposit of \$750.00 shall be paid to Simpson County Schools, 430 South College Street, Franklin, KY 42134 upon signing of this agreement. Licensee will receive a full refund of the deposit, without interest, if all of the following conditions are met:

1. All sets, equipment, and materials are removed from the premises prior to the event end date and time as set forth.
2. No damage has occurred to any items within the rented area, as solely determined by FSHS PAC. Prior to the licensee's use of the premises, a representative of FSHS PAC will conduct a walk through with a representative of the licensee and document any existing damage.
3. No writing, graffiti, autographs, or drawings are on any fixed wall, door, frame, floor, or area within the rented space.

If any of the above conditions are not met, a fee for the repair and/or replacement will be determined by the FSHS PAC rental committee. If fees exceed the deposit amount, the FSHS PAC reserves the right to charge additional fees for the necessary repairs and/or replacement and Licensee hereby agrees to pay any additional reasonable fees promptly upon notification by FSHS PAC.

FACILITY USE:

Available Hours The FSHS PAC Facility may be used between the hours of 8 a.m. and 10 p.m.

REHEARSALS:

Rehearsal pricing of \$100 includes up to 6 hours of facility usage. Additional rehearsal hours are \$20 per hour.

DAMAGE OF FACILITY:

Licensee shall not, in any manner, damage, mar or deface FSHS PAC venues, and may not affix nails, hooks, tacks, tape, or screws to any surface. Licensee agrees to comply with FSHS PAC's Facility Use Policy, which is contained herein as Appendix B. Flammable materials of any kind are strictly prohibited.

MINORS AND SCHOOL GROUPS:

If the premises will be used by minors and/or school groups, the licensee must ensure there is a minimum of one chaperone over the age of 21 for every 25 children in attendance and chaperones must be with such underage/school groups at all times.

EXPENSES:

FSHS PAC shall furnish to the Licensee customary heating, lighting, cleaning and air-conditioning/heating. Any use of equipment owned by FSHS PAC shall be based on availability. No technical labor or other FSHS PAC labor is included in space rental rates. There will be a \$50 per hour technical director fee applied to each rental.

MUSIC LICENSING:

The Licensee warrants that they are fully licensed to present all music and other works under the necessary agreements with licensing agencies such as ASCAP, BMI and SESAC and acknowledges that the FSHS PAC and Simpson County Schools are not responsible for securing such licenses or making payments on behalf of the Licensee.

INSURANCE:

A certificate of liability must be provided to Simpson County Schools listing Simpson County Schools, 430 South College Street, Franklin, KY 42134 as the certificate holder.

TECHNICAL LABOR:

Use of any of FSHS PAC sound and/or lighting equipment must be requested no less than two weeks prior to the date of the rehearsal and performance. Only FSHS PAC staff are permitted to operate sound and lighting equipment. The fee of \$50 per hour for a FSHS PAC staff is non-negotiable and must be paid prior to the performance date. This includes any connections to fixed speakers or use of any lighting other than the push button backstage panel.

SAFETY:

Safety to persons and property is imperative. To ensure safety, no one except FSHS PAC Technicians may operate any FSHS PAC owned equipment. Use of a public performance venue with a stage is inherently dangerous and due caution is always required. If, at any time, the well-being of any person or such equipment is threatened or jeopardized, house staff will terminate any such actions immediately. Licensee assumes all responsibility for all matters of safety regarding FSHS PAC performance venue.

ACTS OF NATURE:

If The Event cannot occur due to FSHS PAC being unable to comply with the terms of this rental agreement, a full refund will be issued. If Licensee cancels the Event, excepting for circumstances generally described in this paragraph, there will be a forfeiture of 25% of the rental fee. If The Event cannot take place, in whole or in part, due to an act of nature, loss of public utilities, public health emergency, national emergency, war, labor dispute, fire, casualty or any cause beyond the reasonable control of FSHS PAC, this agreement will be immediately terminated and, in such occurrence, Licensee shall pay FSHS PAC only for items and expenses incurred by FSHS PAC prior to such occurrence. FSHS PAC shall return to Licensee deposit paid, and thereafter, neither FSHS PAC nor Licensee shall have any further duties here under.

ADHERENCE TO LAWS:

No activities in violation of Federal, State or Local laws, ordinances, rules or regulations, or the opinion of the Board of Health, shall be permitted on FSHS PAC premises, and it shall be the responsibility of Licensee, while under the terms and period of the Licensee Agreement, to adhere to this provision.

ATTENDANCE:

The maximum attendance for the FSHS PAC auditorium must not exceed 611 occupants as permitted by occupancy laws.

COLLECTIONS:

No collections, donation or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the FSHS PAC premises without first obtaining the written permission of FSHS PAC including any such solicitations or donations accepted as a part of the Licensee's event.

CONCURRENT USE:

FSHS PAC reserves the right to rent other parts of FSHS PAC at the same time as the rental of said premises to the Licensee. The use of the lobby, vestibules, hallways, dressing rooms, green rooms and other public rooms and facilities made available to the Licensee at the discretion of FSHS PAC may be concurrent with the use of such others as FSHS PAC may determine, provided that such renting to others shall not unreasonably interfere with the use of said premises of the Licensee. Licensee understands and acknowledges that Licensee has no rights whatsoever to enter or use the areas other than those designated in the Use Agreement or otherwise specified in writing by FSHS PAC, and that concurrent use of various spaces within FSHS PAC reflects the intent of FSHS PAC's community-based construction and operation.

DAMAGE/CLEAN-UP RESPONSIBILITY:

Licensee shall be responsible for any and all damages to FSHS PAC facility and equipment caused by acts of Licensee or Licensee agents, employees, patrons, guests and artists, whether accidental or otherwise. Licensee further agrees to leave FSHS PAC premises in the same condition as existed on the date Licensee took possession, ordinary wear and use excepted. Any additional charges incurred because of an unusual amount of post-event clean-up will be borne by the Licensee.

EQUIPMENT:

It shall be understood that while FSHS PAC does not expressly warrant the condition or availability of any equipment or trade fixtures used within the building, FSHS PAC agrees to use its reasonable efforts to replace or repair equipment on a timely basis, but makes no guarantees that such equipment will be available to Licensee at all times. FSHS PAC will notify Licensee as soon as any condition is known to FSHS PAC that may make a piece of equipment unavailable. It is understood that there are no implied warranties as to the condition of the premises or appurtenant equipment for purposes arising under the Use Agreement.

DANGEROUS CONDITIONS:

Licensee shall neither encumber, nor obstruct, walkways, hallways, stairways, lobby areas, entrance and exits throughout the facility. Licensee shall not prop doors open (or leave open for extended periods of time). Licensee further agrees not to bring onto the premises any flammable materials, substance, equipment, or object which is likely to endanger the life of, or cause bodily injury to any person on the premises or which is likely to constitute a hazard to property thereon. FSHS PAC shall have the right to refuse any such material, substance, equipment or object to be brought on to FSHS PAC premises and has the right to require its immediate removal if found in or about the premises.

Licensee shall not cause or permit any hazardous material (as hereinafter defined) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about FSHS PAC venues. "Hazardous material" means any flammable, combustible or generally hazardous materials including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation and Hazardous Materials Table or by the Environmental Protection Agency's Hazardous Substances (40 CFR Part 302) and any

amendments thereto and any material, waste or substance which is defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act.

LICENSES AND FEES:

Licensee shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by the Use Agreement. Licensee shall assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes of dramatic rights used or incorporated in the Event.

LODGING FORBIDDEN:

Neither Licensee, nor any person or persons on behalf of the Licensee, may use FSHS PAC venues or premises as a sleeping or lodging accommodation. **OBJECTIONABLE CONTENT:** FSHS PAC does not allow obscenity to be presented either on stage or in any areas of its facility. FSHS PAC uses the "Miller Test" in its determination of obscenity. For a full copy of the language in this Supreme Court opinion, please contact FSHS PAC Director. Therefore, it is a condition of the Use Agreement with FSHS PAC that the Licensee notifies FSHS PAC about the nature of the presentation. It is further a condition of the Use Agreement that FSHS PAC has the right to require the Licensee to include in all of its print, electronic and other media advertising, a statement notifying the public of any potentially objectionable nature of the presentation. FSHS PAC has the right to require said notification, if, in the opinion of FSHS PAC, the presentation may be potentially objectionable, regardless of the Licensee's notification of FSHS PAC. Licensee will not violate, breach, or contravene local, state or federal law. Failure to comply with any element of this section places the Use Agreement with FSHS PAC in breach and may result in cancellation and forfeiture of all fees.

SMOKING: Smoking is not allowed anywhere inside the FSHS PAC facility. Licensee will not permit smoking by any of its agents, employees or guests inside or outside an entrance or exit to the FSHS PAC building. Simpson County Schools property is smoke/vape/drug free.

TIME: Time shall be of the essence of the Use Agreement, and the time granted pursuant to the Event Detail Sheet shall not be extended for the occupancy, or use of the premises, or for the installation or removal of equipment, supplies and décor without the written permission of FSHS PAC. Time for set-up/tear-down will be part of the Use Agreement and pre-arranged for with FSHS PAC. Any additional time shall be billed according to the schedule of fees fixed by FSHS PAC.

LICENSEE ACCEPTS AS IS:

Neither the FSHS PAC, nor its agents, employees, volunteers, or any other staff or have made representations with respect to FSHS PAC, except expressly set forth herein. The first possession of the rented premises by Licensee shall be conclusive evidence that the Licensee accepts the same "as is" and that said premises and the building and all equipment within said building necessary for Licensee's event, are in good and satisfactory condition. Licensee may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization. Licensee may not utilize the rented space(s) for any purpose other than that which is specified in the Use Agreement.

LICENSEE REPRESENTATIVE:

At the time of execution of the Use Agreement and the Event Detail Sheet, Licensee will furnish to FSHS PAC the name, address and telephone number(s) of User's representative. This

representative will be the sole person authorized to make decisions or to negotiate with FSHS PAC staff, and be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedures. This representative will be fully authorized to act for and execute documents on behalf of the Licensee. However, if an individual representing the Licensee requests FSHS PAC services or alterations to the contract, FSHS PAC will contact the sole authorized representative to verify whether those changes and/or requests should be considered binding. Appropriate charges will result. DECORATING: At no time shall decorations or equipment be placed in or on the building, curtains, walls or corridors, nor shall any signage be supported by nails, tacks, screws, or tape on walls, doors, railings or woodwork without prior approval by the FSHS PAC Director or Representative. Painting, staining, or any other decorative treatment is not permitted in performance spaces. Helium balloons are not allowed in the building without FSHS PAC approval.

FLAME RETARDANT MATERIALS:

Scenery, curtains, or flying drops used in a production in any FSHS PAC space should be either: fabricated from materials certified as inherently flame retardant; or treated in a sufficient manner with a certified flame-retardant chemical treatment in the methods outlined by the manufacturer of that chemical. FSHS PAC reserves the right to request any applicable certificates and/or affidavits indicating such, and the right to deny use of any questionable materials or scenery.

BEHAVIOR ALTERING SUBSTANCES:

Licensee shall not allow the sale, distribution, use or consumption of any behavioral altering substances by Licensee, its agents, employee, or guests in or about the FSHS PAC venues and premises.

DISRUPTIVE PERSONS:

FSHS PAC reserves the right, within its sole discretion, to remove from FSHS PAC venues or premises any person(s) who is/are causing a public disturbance or physical damage to the premises. This includes, but is not limited to, patrons who do not adhere to standard theater etiquette, and, as a result, behave in a manner that is disruptive to other patrons. This may include, but not be limited to, intoxicated patrons and children who are inattentive and disruptive.

INTERRUPTION OR TERMINATION OF SHOW:

FSHS PAC shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance, when, in the sole judgment of FSHS PAC, such actions are necessary in the interest of public safety.

COMMUNITY INTEREST GROUPS:

Rental fees for Community Interest Groups are at the discretion of the Superintendent as long as the event is not-for-profit. A certificate of liability will still be required in addition to fees related to damage of facilities and cleanup.

SERVICE ANIMALS:

Service animals will be accommodated. Under ADA regulations, guidance is provided as it relates to the definition of service animals, which states, "Service animals are defined as dogs [limited exception, miniature horses] that are individually trained to do work or perform tasks for people with disabilities, work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA." Additionally, control of the service animal

must be maintained "through voice, signal, or other effective controls" in order not to disrupt other patrons or performances. Loss of control of the animal by the patron, and the proven inability to regain control of that animal may result in removal of the animal. Emotional support animals are prohibited.

FOOD AND DRINKS:

Food or drink is only permitted in the school hallway or in the choir room which can be used as an additional dressing room. **ABSOLUTELY NO FOOD OR DRINKS ARE ALLOWED IN THE AUDITORIUM INCLUDING BUT NOT LIMITED TO THE STAGE, THE AUDITORIUM SEATING AREA OR FRONT ENTRANCE OF THE AUDITORIUM.**

NON-SERVICE ANIMALS:

Licensee will not bring, keep, or allow to be kept, any animal at FSHS PAC. Animals used for performance purposes may only be brought into FSHS PAC during related rehearsals or performances, and arrangements must be made in advance with the FSHS PAC Director or Representative.

EXTERIOR SIGNAGE:

Licensee will display no posters, banners, photographs, models, etc., at FSHS PAC without the prior written permission of FSHS PAC and then only in such areas as are specified and with such materials as are approved in advance.

EVACUATION:

Should it become necessary, in the judgment of FSHS PAC management, to evacuate the premises due to reasons of public safety, Licensee will retain possession of the premises, following restoration to normalcy, for a sufficient time to complete presentation of the activity without additional rental charge, providing such time does not interfere with another Licensee. If, at the discretion of FSHS PAC, it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at a rate to be determined by FSHS PAC based on the situation, and the Licensee hereby waives any claim for damages or compensation from FSHS PAC.

SECURITY:

All security arrangements must be made by the Licensee. Firearms of any kind may not be carried, displayed or used by any person on FSHS PAC property with the exception of designated, professional security personnel having obtained a Kentucky Concealed Carry permit. FSHS PAC shall not be responsible for items left unattended within the facility. Licensee should not depend upon a locked door to secure goods and possessions. Do not bring unnecessary items of value into the facility unless they are directly associated with the performance.

INDEMNITY:

Licensee shall defend, indemnify and hold harmless the FSHS PAC, its board members, employees, volunteers, agents and any other staff; from and against all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees) arising from: (a) any injury to, or death of, any person, or the damage to, or theft, destruction, loss, or loss of use of, any property or inconvenience occurring in or on the FSHS PAC premises to the extent caused by the act, omission, misuse, neglect, negligence or willful misconduct of the Licensee or any of the Licensee's agents, servants or employees except to the extent same are caused by the negligent acts or omissions of one or more of the

FSHS PAC; its board members, employees, volunteers, agents and any other staff; (b) a breach by Licensee of any of its obligations, representations or warranties made under this Agreement; or (c) a violation or infringement of any copyright, right of privacy or other statutory or common law right of any person or entity by Licensee or any of Licensee's agents, servants or employees. The indemnification obligations contained herein shall remain in full force and effect notwithstanding the termination of this Agreement and shall survive its termination. In addition, the indemnification obligations contained herein shall be operative and enforceable whether or not there is insurance coverage for the indemnified claim. LICENSEE IS SOLELY RESPONSIBLE FOR THE CARE, SAFETY AND MAINTENANCE OF ANY PERSONAL PROPERTY BROUGHT ON FSHS PAC'S PREMISES BY LICENSEE OR BY ANY OF LICENSEE'S AGENTS, SERVANTS OR EMPLOYEES, AND THE FSHS PAC PARTIES EXPRESSLY DISCLAIM ANY DUTY RELATED TO THE CARE, SAFETY OR MAINTENANCE OF SUCH PERSONAL PROPERTY. If any proceeding is filed for which indemnity is required hereunder, Licensee agrees, upon request therefor, to defend the FSHS PAC: its board members, employees, volunteers, agents and any other staff, in such proceeding at Licensee's sole cost utilizing counsel satisfactory to the FSHS PAC.

Fees due upon signing of this Agreement:

Rental Fee for the date/dates included in this Agreement: \$ _____

Security Deposit: \$ _____

Certificate of Liability listing Simpson County Schools, 430 South College Street, Franklin, KY 42134 as the certificate holder. Attached _____

****Fees for technical assistance, cleaning and any damages will be billed at the completion of the event and are due upon receipt of the invoice.***

All payments shall be made to Simpson County Schools, 430 South College Street, Franklin, KY 42134.

I have read and understand this Agreement, including Appendix A "Event Detail Sheet," and confirm that the information as set forth in Appendix B "Basic Lighting, Sound Package and Fees" is correct and any changes to the event must be presented in writing to the FSHS PAC Director or representative, for its approval prior to the event date. I agree to the terms, conditions and rules as set forth herein. I am authorized to enter into contracts on behalf of the organization that is listed as the licensee, or I am the licensee.

Name of Organization: _____

Event Title: _____

Licensee's Authorized Representative (please print): _____

Signature: _____ Date: _____

FSHS PAC Authorized Representative (please print): _____

Signature: _____ Date: _____

Appendix A

FSHS PAC

Event Detail Sheet

Organization: _____

Dates: _____

Event Title: _____

Description of Event: _____

Event Set Up Time: _____

Time doors open to the public: _____

Public Performance Times: _____

Admission Charged? _____ If so, what amount? _____

Technical Assistance Needed: Yes or No?

*Note: Technical Assistance is charged at an hourly rate of \$50 and is non-negotiable and must be hired by contacting the FSHS PAC Tech Director at least 2 weeks prior to your performance date. Assistance must be used if any connections are made to fixed speakers, lights or other equipment inside the FSHS PAC.

Will any food or drink be brought into the facility? Yes or no? _____

*Food or drink is only permitted in the hallway or in the choir room which can be used as an additional dressing room. **ABSOLUTELY NO FOOD OR DRINKS ARE ALLOWED ON THE**

STAGE OR IN THE AUDITORIUM SEATING AREA OR FRONT ENTRANCE OF THE AUDITORIUM.

Appendix B

FSHS PAC

Basic Lighting, Sound Package & Fees

Sound:

- Existing speakers extended from ceiling
- 2 Wireless Mics
- 2 Mic Stands
- 32 hearing assistance devices

Lighting:

Light settings 1-12 on the white panel in the lighting booth at the back of the auditorium. (These are preset lighting scenes that may work for your event)

Fee Schedule:

- \$750 security deposit
- \$100 per rehearsal for up to 6 hours, additional rehearsal hours are billed at \$20 per hour
- \$500 per day for performances
- \$50 per hour Technical Assistance
- \$60 per hour cleaning fee