



**Beechwood Independent Schools  
Performing Arts Center Rental Agreement**

This agreement made by and between Beechwood Independent Schools, 54 Beechwood Road, Fort Mitchell, KY, 41017, hereinafter referred to as LESSOR or DISTRICT, and **Client Company/Org Name**, hereinafter referred to as LESSEE, c/o **CLIENT REP., ADDRESS, PHONE**.

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

**Performing Arts Center, stage, dressing rooms**

For the purpose of **NAME OF EVENT**, at the following date(s)/time(s):

**(Dates and times listed for each day of rental)**

Subject to the following terms and conditions:

1. **Use of Facilities.** The facilities are to be used by Lessee solely for the purpose set forth in this Agreement, and Lessee is responsible for any damages incurred to the contents and structures of Beechwood Independent Schools. **Lessee will complete the use of facilities form provided and include insurance. These items shall be incorporated into this Agreement as Appendices A and B**
2. **Laws and Regulations/Terms and Conditions.** All persons using or present at the facilities in connection with the permitted use—including the Lessee, its officers, employees, volunteers, participants, spectators, and invitees—shall comply at all times with all applicable federal, state, and local laws, regulations, and ordinances, as well as all policies, rules, and administrative regulations of the District governing facility use. Failure to comply shall constitute a material breach of this Agreement and may result in immediate termination of use, removal from the Facilities, and/or other remedies available to the District..
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.

- **Rental of Space Rates: \$135/hr**
  - **\$1000 Max Daily Rate**
- **A/V equipment**
  - **Rental with pre-approved operator (\$50/hr) or**
  - **A/V operator provided by Beechwood (\$50/hr)**
    - **\*\*\*Subject to discussion based on type/amount of equipment used**
- **Labor/Custodian/Operations onsite point of contact (\$50/hr)**
- **ESTIMATED TOTAL \$**

A non-refundable deposit of **\$300** is due at the signing of this rental agreement. All remaining charges shall be paid within two weeks after the final billing date. Reservation of the rental facility(s) is not final until the deposit has been fully paid by cash or check. Please make checks payable to "Beechwood Independent Schools."

4. **Labor and Equipment.** Lessor shall determine, based upon time and nature of the Event, the staff, equipment and resources required for Lessee's Event. Lessee will pay Lessor's rates for labor and equipment either owned and controlled by Lessor and not included in the rental rate, or rented and contracted on behalf of Lessee. Lessee must obtain written approval to use any equipment, technology, and/or any property belonging to the District.
5. **Safety and Security.** The Lessee shall be solely responsible for the safety and security of all persons and property in connection with its use of the Facilities. The Lessee shall conduct its activities in a safe, orderly, and lawful manner; shall not permit any activity that creates an unreasonable risk of injury or damage; and shall comply with all safety, emergency, and security requirements of the District. Lessee shall adhere to all maximum occupancy limitations for the Facilities. Upon request, the Lessee shall provide adequate supervision, crowd control, and, if required by the District, security personnel for the event. The District reserves the right to take any action deemed necessary to protect persons or property, including suspending or terminating the use of the Facilities, if safety or security concerns arise. .
6. **Certificate of Insurance.** Lessee agrees to procure and maintain any and all insurance coverages applicable during the use of the Facilities at Beechwood Schools for Lessee and for all individuals acting under the direction and instruction of Lessee during the time period specified in the rental agreement. The amount of such liability insurance shall be no less than \$1,000,000 per occurrence. Lessee agrees to provide Lessor with a certificate of liability insurance, naming Beechwood Schools as an additional insured on any and all policies at least 30 days prior to the event.
7. **Indemnification.** To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the Board of Education, the District, and their respective members, officers, employees, agents, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Lessee's use or occupancy of the Facilities, the Lessee's activities conducted thereon, or the acts or omissions of the Lessee or its officers, employees, volunteers, participants, invitees, or contractors. This indemnification obligation shall survive the expiration or termination of this Agreement..
8. **Prohibited.** Lessee shall have no right to sublet or sublicense any facility acquired herein. Lessee shall not obstruct any exit doors, exit signs, emergency lights, safety equipment or ventilating systems. Lessee shall not place within the lobby, hallways or 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 Beechwood School Facilities Policies. Additionally all food and drink is STRICTLY PROHIBITED in the Performing Arts Center. A cost may be incurred if any cleaning would be necessary as a result of any food or drink. Pursuant to Board Policy 05.3, the use of skateboards, roller skates, and in-line skates is prohibited in the Facilities.
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 District 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. Beechwood Schools is a tobacco free campus. Any use of open flames or special effects must be authorized in writing in advance by Lessor. Weapons and firearms are not permitted in the rented Facilities or on school 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. Use of parking shall be consistent with parking procedures as implemented by the school for an event. Parking shall not flow onto Beechwood Road.
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 resolve the concern(s). Any refund of amounts paid by Lessee in the event of termination under this provision shall be at the sole discretion of Lessor.

Lessee has read the above contract and agrees to comply with all terms and conditions in full. Lessee further acknowledges that this Agreement is executed voluntarily, without coercion, or undue influence, and with full knowledge of the meaning of each provision in this agreement.

The following representative is designated and authorized as primary contact for Lessee, prior to and during the event, to make all decisions related to schedule, activities, and budgetary concerns. The following persons and addresses shall be used in notices, correspondence and other official communications concerning this Rental Agreement.

**LESSEE**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**LESSOR**

Justin Kaiser  
Superintendent  
Beechwood Independent Schools  
54 Beechwood Road  
Fort Mitchell, KY 41017  
859-331-1220

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Justin Kaiser  
Print Name

\_\_\_\_\_  
Date