

Event Details

Date of event \_\_\_\_\_ Time of the event From: \_\_\_\_\_ am pm To: \_\_\_\_\_ am pm
Date of event \_\_\_\_\_ Time of the event From: \_\_\_\_\_ am pm To: \_\_\_\_\_ am pm
Event Name \_\_\_\_\_ Event Type \_\_\_\_\_ Expected Attendance \_\_\_\_\_
Date of request \_\_\_\_\_ Approved \_\_\_\_\_ By: \_\_\_\_\_

Contact Information

Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_
Organization \_\_\_\_\_ Non Profit? Yes No Non Profit Tax ID \_\_\_\_\_
Address \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Room Requirements

We will NOT be needing any computer or A/V Support

Audio

- Microphone(s)
Floor Stands
Podium
Other (detail in notes)

Video

- LCD Projector
Screen
DVD / VCR
Other (detail in notes)

Computer

- Laptop Required
Network Access Required
Own Equipment:
Do you require adapter for projection?

Notes

Maintenance/Custodial

Tables x
Chairs x
Notes

Please note any other special requirements you have for your event in the area below. Catering services not available from BFA

The use of this room/area will not be approved until this form is completed in full and returned to the address below. All room and area use requests MUST be made no later than 10 working days PRIOR to the use period.

Bellows Free Academy Fax to: 802-527-6436 Requesting party signature:
Attn: Building Use Telephone: 802-527-6555 Date:
71 South Main Street BFA Administrator signature:
St Albans VT 05478 Date:

OFFICE USE ONLY Fees due: \$ Rental Custodial Electrical Other

Send copies to: S.Martin J.Burt Librarian A.Steel Principal's Office
NWTC Office D.Marlow R. Harte Other Other

*Performing Arts Center Use Application Form*

CONDITIONS FOR USE OF PERFORMING ARTS CENTER: Applicant agrees that Bellows Free Academy UHSD #48 (herein after "BFA") makes no representations or warranties as to the condition of the facility which the Applicant is entitled to use, and Applicant agrees to take such "AS IS." Applicant acknowledges that it shall be the Applicant's responsibility and obligation to assure that the property/equipment is in proper and safe condition to be used for the purpose anticipated; and applicant acknowledges that it shall be obligated to inspect such before it is used and to take affirmative steps where necessary in bringing property/equipment needing to be fixed or any deficiencies to the attention of the Performing Arts Manager. APPLICANT FOR PERFORMING ARTS CENTER USE agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use.

INDEMNIFICATION: Applicant shall defend, indemnify and hold harmless BFA, its Board of School Directors, employees, students, and volunteers against all claims for damages including death or injury to persons or property and including without limitation, all consequential damages from any cause whatsoever arising from or connected with its service hereunder whether or not resulting from the negligence of Applicant, its agents, employees or volunteers. Applicant shall hold harmless and indemnify the school district, its officers, agent, employees and volunteers from all damages of every nature and description proximately caused by negligent or willful acts or omissions by Applicant, its agents, employees or volunteers in the course of rendering service(s) under this contract.

INSURANCE: During the entire term of this application and an extension or modification thereof, Applicant shall keep in force a policy or policies of General Liability Insurance, Professional Liability Insurance including discrimination by Applicant of at least \$1,000,000 combined single limit for all damages arising out of death, bodily injury, sickness or disease from each accident or occurrence and all damages arising out of destruction of property for each accident or occurrence. No later than the effective date of this application, Applicant shall provide BFA with satisfactory evidence of insurance, including a provision for thirty (30) calendar days' written notice before cancellation or material change of the above specified policies. Applicant shall at its own expense procure and maintain insurance as required by the state's Worker Compensation Law.

SECURITY DEPOSIT: **A security deposit in the amount of \$ \_\_\_\_\_ is required as part of this application.** If the Applicant defaults with respect to any of its obligations under this Agreement, BFA may (but shall not be required to) use, apply or retain all or any part of the deposit for the payment of any sum in default, or for the payment for any other amount loss or damage, which BFA may spend, incur or suffer by reason of the Applicant's default. If the Applicant shall fully and faithfully perform every provision of this Agreement, the Security Deposit, or any balance thereof shall be returned to the Applicant within thirty (30) days following the Termination Date, provided that BFA may retain all or a portion of the Deposit until such time as any amount due from the Applicant, in accordance with this Agreement, has been determined and paid in full by the Tenant.

**Attached hereto and incorporated herein by reference are copies of BFA's Administrative Policy No. \_\_\_\_ and Rules for Use of the Performing Arts Center, both of which the Applicant acknowledges receipt of and agrees to comply fully with all provisions set forth therein.**

**PLEASE INITIAL THIS PARAGRAPH: \_\_\_\_\_ Renter's Initials**

**Fee Schedule**

**Class I:** School Groups - The use of school facilities by school and/or school related groups will have precedence over all others. Such groups would be permitted reasonable use of the facilities at Administrative approval without rental or custodial charge. (Ex. NHS, BFA Drama, Dance, Music, etc.) **No Fee.**

**Class II:** Groups involving individuals and/or groups which use the school's facilities for activities involving BFA/NWTC and/or St. Albans area students where a fee for participation is charged to participants. Building use for this group will be established by the Performing Arts Manager and approved by the Board. Examples of this class would be summer sports camps and summer technology education camps and summer theater camps. **Fee will be \$5.00 per participant per week for half day programs and \$10.00 for full day per participant.**

**Class III:** City and Town sponsored groups, governmental organizations, political forums and activities, non-profit organizations and charitable groups will be permitted reasonable use of facilities at discretion of Administration without rental charge. **Custodial and Manager fees will be charged.** (Ex. Maple Festival) **No Fee**

**Class IV:** All other individuals or groups may be permitted reasonable use of facilities at the discretion of the Performing Arts Manager. Class IV individuals or groups will be charged according to a fee schedule developed by the Performing Arts Manager and approved by the Board. **Custodial and Manager fees will also be charged. Fee will be all personnel costs associated with the activity plus the minimum fee noted below:**

**Rate Schedule:**

(as of July 1st, 2011)

Auditorium :	<b>\$55.00 p/hr</b>
Performing Arts Manager*:	<b>\$45.00 p/hr.</b>
Technical Assistance*:	<b>\$45.00 p/hr.</b>
Custodial Services.	<b>\$30.00 p/hr. \$45.00 p/hr (Overtime)</b>
Security/Police	<b>(Current Rate)</b>

*\* One (1) representative of BFA is REQUIRED to be on-site during rental periods as noted in this contract. This may either be the PAC Manager, assigned Administrator OR a designated BFA representative(adult) performing a technical service to the renter. Technical Assistance will be charged at the rate above. Custodial services are NOT considered to be official representatives of BFA and are required separately. Technical assistance is NOT part of the basic rental agreement.*

**Notes:**

**For Official Use Only**

Application has been Approved on \_\_\_\_\_ by \_\_\_\_\_  
(print name) \_\_\_\_\_

(please add to page 1 of the contract)

A security deposit in the amount of \$\_\_\_\_\_. Has been received by BFA /FCSU.

RENTAL FEE: Renter agrees to payment in the amount of \$\_\_\_\_\_.

Payment is to be received by Franklin Central Supervisory Union within 30 days of use of the Performing Arts Center. Price includes all cost for facilities, support services, technical assistance, security person and maintenance as **contracted with BFA Performing Arts Center.**

I, the undersigned, hereby certify that I represent and I am duly authorized to sign on behalf of the above named Organization and that I have read the rules, regulations, conditions and terms of this Application and as the representative of Named Organization I represent, will abide by said rules, regulations, and conditions and terms and will conform to all applicable provisions of BFA directives.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

BFA's Approval Officer Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

*Use of the Performing Arts Center noted above is approved as described and only when this section is completed and signed by both parties.*

**Return Completed Application to:**

Bellows Free Academy / UHS #48  
Attn: PAC Use Form  
71 South Main Street  
St Albans VT 05478  
FAX to 802-527-6436

**Send Deposits/Payments to:**

Bellows Free Academy / UHS #48  
71 South Main Street  
St Albans VT 05478  
Attn: PAC Account

# Facility Description

Lights

Stage

Furniture

Tools

Sound

# Post Event Report

The following report will be completed **AFTER** the event has concluded.

Please submit this form to **FCSU Accounting Dept.** for client billing.

Contracted items and services booked by the Applicant:

Item	Usage	Total
Auditorium@ \$55.00 p/hr	<input type="text"/>	<input type="text"/>
PAC Manager@ \$45.00 p/hr	<input type="text"/>	<input type="text"/>
PAC Tech Manager@ \$45.00 p/hr	<input type="text"/>	<input type="text"/>
Other Tech@ \$45.00 p/hr	<input type="text"/>	<input type="text"/>
Other Tech@ \$ p/hr	<input type="text"/>	<input type="text"/>
Other Tech@ \$ p/hr	<input type="text"/>	<input type="text"/>
Other Tech@ \$ p/hr	<input type="text"/>	<input type="text"/>
Custodial Services@ \$ 30.00 p/hr (reg) \$45.00p/hr (O/T)	<input type="text"/>	<input type="text"/>
Security Services@ \$ (current rate)	<input type="text"/>	<input type="text"/>
Expendables / Other	<input type="text"/>	<input type="text"/>
	<b>Total</b>	<input type="text"/>

## Details

# Event Requirements / estimated

This is a listing of the Applicants requirements and estimated costs.

Contracted items and services booked by the Applicant:

Item	Usage	Total
Auditorium@ \$55.00 p/hr	<input type="text"/>	<input type="text"/>
PAC Manager@ \$45.00 p/hr	<input type="text"/>	<input type="text"/>
PAC Tech Manager@ \$45.00 p/hr	<input type="text"/>	<input type="text"/>
Other Tech@ \$45.00 p/hr	<input type="text"/>	<input type="text"/>
Other Tech@ \$ p/hr	<input type="text"/>	<input type="text"/>
Other Tech@ \$ p/hr	<input type="text"/>	<input type="text"/>
Other Tech@ \$ p/hr	<input type="text"/>	<input type="text"/>
Custodial Services@ \$ 30.00 p/hr (reg) \$45.00p/hr (O/T)	<input type="text"/>	<input type="text"/>
Security Services@ \$ (current rate)	<input type="text"/>	<input type="text"/>
Expendables / Other	<input type="text"/>	<input type="text"/>
	<b>Total</b>	<input type="text"/>

**Details**

**layout/access**

**Time Sheet & Usage**

**Client:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_

**End Date:** \_\_\_\_\_

Date:                      Time IN:                      Time OUT:                      Total Hrs:

Date:                      Time IN:                      Time OUT:                      Total Hrs:

Date:                      Time IN:                      Time OUT:                      Total Hrs:

Date:                      Time IN:                      Time OUT:                      Total Hrs:

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Date:                      Time IN:                      Time OUT:                      Total Hrs:

**Notes:**

## RULES FOR USE OF THE PERFORMING ARTS CENTER

School facilities are primarily for school programs and activities. BFA, acting through its Principal, may authorize the use of the Performing Arts Center by outside organizations and community groups provided said organizations and community groups proposed use is appropriate for use in school facilities, and when such use does not interfere with school functions. These rules of use apply to all persons and organizations using our Performing Arts Center.

### GENERAL

1. Any use of a school facility shall comply with all State, School District, and local laws, policies, and regulations (such as, but not limited to fire, health and safety). Persons and/or groups to whom permits, leases or is otherwise authorized the use of the Performing Arts Center shall insure that all activities carried on, all equipment used, or placed upon school property, and all foods or other items of personal property used or distributed shall comply with applicable State, local, school district laws, regulations and policies.
2. Any use, contrary to, or in violation of, any law, school district policy, these rules, or any requirement of the application for use, shall be grounds for cancellation of the permit to use the facilities and for immediately removing the users from the property and further, may be grounds for barring such individual, group or organization from future use of the Performing Arts Center at any time.
3. Any person and/or organization granted use of the Performing Arts Center shall not deny the use of the facility to any person because of their race, religion, creed, national origin, ancestry, gender, or sexual orientation.
4. Any user of this facility shall not commit any act which might insult, offend or ridicule public morals or decency or tend to reflect unfavorably on the school or community. All performances must be in good taste and support our school goals and objectives.
5. The permit holder is responsible for preservation of order and enforcement of all regulations pertaining to the use of the Performing Arts Center by all individuals on site.
6. No use may be granted in such a manner as to constitute a monopoly for the benefit of any one person or organization outside of BFA, as determined by administration.
7. The Performing Arts Center shall not be used by any person and/or organization as a political campaign headquarters.

### WHAT NOT TO DO (PROSCRIPTIONS)

8. Smoking is not permitted on school property by state law and district policy.
9. There shall be no fighting, gambling, or use of intoxicants, hallucinatory drugs, alcohol, or narcotics in or about the school buildings or premises. Violation of this rule shall be sufficient cause for cancellation of this agreement and will require the Applicant to vacate facility immediately. Denial of further use of school facilities is at sole discretion of Administration.
10. No animals (other than certified service animals) are allowed on BFA property without formal written request and express written permission and authorization by administration as documented by the Performing Arts Center application.
11. No leisure or recreational vehicles, (i.e.: bicycles, toys, scooters, roller shoes, roller skates/blades, self-electrical, or gas-powered mechanized devices) of any kind are allowed on BFA property without express written permission and authorization made a part of a Performing Arts Center Application. Wheelchairs and handicapped devices that

are being used by individuals are excluded from this exemption.

12. Moving or tuning of piano is not allowed by Applicant or his/her designees or performers. The moving and tuning if applicable will be done at the Applicants expense by an approved BFA contractor.

#### FACILITY PERMITS

13. BFA shall assume no responsibility for mail, packages or supplies for an individual or a non-school group and shall not permit the use of the school telephone, or BFA mail systems (email or snail mail) by any group or representative thereof.

#### FINANCIAL

14. A minimum security deposit of \$1,000.00 will be required at the time of application for use of the Performing Arts Center by any outside individual or group. A larger security deposit may be required at the discretion of the Principal of BFA, if he/she determines that the nature of the activity and the length of the use of the Performing Arts Center warrant a larger security deposit. The security deposit will be held and will be returned to the Applicant 30 days after the completion of the use of the Performing Arts Center by the Applicant, after deduction for any expenses otherwise due from the Applicant that remains unpaid. This deposit shall be mailed to our Business Office (in care of FCSU; at 28 Catherine Street, St. Albans VT 05478) at the time application is submitted. If overtime or additional services are required beyond those included in the initial charge and agreement, the Applicant will be invoiced for the outstanding balance. Final payment must be received within thirty (30) days of invoice. A rate for services and use of the Performing Arts Center commences with the use and ends with use of the Performing Arts Center.

15. The Applicant may terminate this agreement at anytime. In such event, all rental fees previously paid by Applicant to BFA shall be deemed non-refundable and shall be retained by BFA. Additional amounts may be due.

16. Nothing shall be sold, offered, or advertised for sale on school premises (including, but not limited to, items of literature) without written permission from BFA. Affiliated users are exempt from this rule.

17. The Principal/designee will set the fee at the time of application for any facilities not included in the Performing Arts Center Use Policy.

#### SCHEDULES & PERSONNEL

18. The Performing Arts Manager must be on site whenever the Performing Arts Center is being used at the applicant's expense. If such a request results in staff overtime or technical assistance and/or custodial assistance costs, the Applicant shall pay the additional cost of the services to BFA in addition to any applicable rental fee.

19. The Performing Arts Center will not be opened earlier than requested for set up. If special arrangements are necessary, it must be included on the application.

20. Use of other structures, rooms or spaces on at BFA not listed on the application is not permitted under this agreement. Additional use must be contracted with a separate agreement or rider. Applicants are not guaranteed BFA personnel or other building facilities unless requested and approved on the Application.

21. BFA ensures Applicant exclusive use of the Performing Arts Center listed on the application during the agreed time listed on the application. Applicant hereby agrees and acknowledges that BFA makes no representation or warranties that BFA's presence in, or use of, the Performing Arts Center will not interfere with any aspect of Applicant's use of the Performing Arts Center.

22. No gratuities shall be offered to school personnel nor shall school personnel accept gratuities from Applicant.

23. In extreme circumstances, any approved use of the Performing Arts Center may be revoked without previous notice where the need of the property, as determined by administration, has subsequently developed (i.e.: could be extreme community need). In this case, BFA will notify the Applicant as soon as possible and will endeavor to assist the Applicant to find a suitable alternative location or date.

#### CARE OF THE FACILITIES

24. Applicant shall not make, or cause to be made, any alterations, additions, or improvements to or of the Performing Arts Center, or any part of equipment thereof, without BFA's administration's prior written consent. No structure may be erected or assembled on school premises, nor may any electrical, mechanical, or other equipment be brought thereon unless written approval has been obtained from BFA's administration.

25. Any breakage, damage, or loss of BFA property shall be paid for by the using person or organization even though such breakage, damage, or loss is caused by spectators or observers who are not official members of the organization. The supervision of the person or organization should be sufficient to protect school property against all losses as a result of the activity. Cost of any loss shall be established by BFA and a proper invoice submitted to the responsible person or organization. Failure to pay for such damage promptly shall be grounds for refusal of future applications; the deposit fee withheld, and may result in further legal action.

26. Applicant shall be responsible for maintaining all portions of the Performing Arts Center in a neat and clean manner. At the completion of the use of the facility, the Applicant will be responsible for insuring that the facility is left neat, clean and uncluttered. All trash and property of the Applicant shall be removed promptly from the Performing Arts Center at completion of the use of the Center. Any expense or cost incurred by BFA to either repair damage or clean any portion of the leased premises not repaired or cleaned by Applicant shall be deducted from the security deposit of the Applicant.

27. School furniture, equipment or apparatus may not be removed or displaced without permission from and with direct oversight of the BFA representative supervising the activity.

28. Decorations and signs advertising the event can be erected in such a manner as to not damage BFA property and must be removed immediately following the event or the organization will be charged extra labor fees. All signs must be pre approved. Decorations are not permitted on any painted surface nor hung from the ceiling. Any advertisement or handout material must be removed at the end of the event.

29. Use of BFA's Performing Arts Center entitles the Applicant to free advertising on the electronic sign provided details are given to the person responsible for updating the sign in a timely manner and the wording has been approved by administration.

30. BFA equipment or apparatus that requires an operator must be operated by BFA personnel. Applicants with appropriate skills may be authorized to operate BFA equipment at the discretion of BFA administration. All equipment, props, and facilities to be used must be listed on the Application. Arrangements will be made by BFA for trained personnel to operate BFA equipment,(i.e., public address system, projectors, sound equipment, lights, theater equipment). School equipment is not to be loaned or rented for use outside the Performing Arts Center.

#### SAFETY

31. Per fire regulation and school practices, the number of people present shall not exceed the 486 seat capacity for the Performing Arts Center.

32. In locations where parking is allowed on school premises, all participants in use of the BFA facilities shall adhere to posted parking regulations. Vehicles must be parked in such a manner that firefighting equipment may have easy access to buildings at all times. Vehicles not in compliance with these laws may be ticketed and towed. Parking may be limited at times.

33. At the time of the acceptance of the application, the Principal of BFA will determine what security personnel the Applicant needs to provide for the use of the Performing Arts Center. The Applicant will be required to hire BFA's security personnel as determined by the Principal of BFA. All security staff, whether requested by the Applicant and/or required by BFA, shall be provided by BFA at Applicant's sole expense.

#### FACILITY PERMITS

34. The Applicant is bound by the determination of BFA and is responsible for applicable BFA personnel wages in addition to the basic rental fee if applicable.

35. All persons or organizations comprised of minors seeking use of the Performing Arts Center must have adequate adult supervision. Sponsors and supervisors of such groups shall at all times exercise control and maintain a standard of conduct consistent with district expectations for all members of the group. BFA will determine if it will require an organization to have security to maintain control and safeguard BFA property.

#### GENERAL PROVISIONS

36. Applicant must provide proof of insurance prior to any use of the Performing Arts Center.

37. In the event that the Performing Arts Center is unavailable for use due to partial or total destruction, acts of nature, strikes, action by governmental agencies, force majeure or for any other reason beyond the exclusive reasonable control of BFA, the BFA administration shall have the right to terminate this Agreement by refunding all deposits less outstanding fees due Applicant. If possession or use of the facility has begun, the rental and other charges shall be prorated.

38. In the event that either party shall retain the service of an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the costs of arbitrator or mediator, and interest thereon at the prevailing legal rate.

39. Subject to the terms and conditions of this Agreement, if the Applicant fails to perform any material term or condition of this Agreement, or otherwise breaches this Agreement, and such failure or breach continues after delivery of written notice from BFA to the Applicant, BFA may, at its option and without any further demand terminate this Agreement and/or exercise any other right or remedy available at law or in equity.

a. Notwithstanding, BFA has the immediate authority to curtail or terminate any activity that might result in harm to persons or damage to the facility, or violate any terms or conditions of the application, these rules or the policies of BFA .

b. Upon termination of this Agreement, pursuant to this Section, if the Applicant is in occupancy of the Performing Arts Center, the Applicant shall promptly vacate the Performing Arts Center and BFA and shall forfeit all rights under this Agreement including any rights to monies due to, from or paid to BFA in the form of use fees, rents, charges, and/or deposits.

c. In no event shall BFA be responsible for any losses, including without limitation, any revenues, profits, costs, expenses, deposits or other fees, costs and expenses earned or accrued by the Applicant, whether in connection with the Event or otherwise, as result of such termination.

d. BFA shall not be subject to legal action or liable for damages in the event that Applicant is in material default hereunder.

## Fee Schedule

**Class I: School Groups** - The use of school facilities by school and/or school related groups will have precedence over all others. Such groups would be permitted reasonable use of the facilities at Administrative approval without rental or custodial charge. (Ex. NHS, BFA Drama, Dance, Music, etc.) No Fee

**Class II: Groups involving individuals and/or groups** which use the school's facilities for activities involving BFA/N-WTC and/or St. Albans area students where a fee for participation is charged to participants. Building use for this group will be established by the Performing Arts Manager and approved by the Board. Examples of this class would be summer sports camps and summer technology education camps and summer theater camps. Fee will be \$5.00 per participant per week for half day programs and \$10.00 for full day per participant.

**Class III: City and Town sponsored groups, governmental organizations, political forums and activities, non-profit organizations and charitable groups** will be permitted reasonable use of facilities at discretion of Administration without rental charge. Custodial and security service fees will be charged. (Ex. Maple Festival) No Fee

**Class IV: All other individuals or groups** may be permitted reasonable use of facilities at the discretion of the Performing Arts Manager. Class IV individuals or groups will be charged according to a fee schedule developed by the Performing Arts Manager and approved by the Board. Custodial and security fees will also be charged. (Ex. Professional Performances) Fee will be all personnel costs associated with the activity plus the minimum fee noted below:

FOR OFFICIAL USE ONLY (Do not go beyond this point)

RENTAL FEE: Renter agrees to payment in the amount of \$ .

Payment is to be received by Franklin Central Supervisory Union within 30 days of use of the Performing Arts Center. Price includes all cost for facilities, support services, technical assistance, security person and maintenance.

Applicant:    Accepted    Denied    via    Phone In person    E-mail

Auditorium: \$55.00 per hour

Maintenance/Custodial Services

Regular Rate: \$30.00/hr.    Overtime Rate: \$45.00/hr.

Technical Assistance - \$45.00/hr. Security/Police – Current Rate Performing Arts Manager: \$45.00/hr.

Special Requests/Needs: