



## Hamilton Fine Arts Center Rental Usage Agreement Non-District Groups

In order to assure a safe and stress-free event, we require for you to review the policies listed below, established by the Hamilton Fine Arts Center (HFAC). **This form must be initialed at each statement, signed at the bottom by an authorized representative of the event sponsoring the organization and returned along with the \$500 deposit, certificate of insurance and signed estimate in order to reserve your dates.** Please visit [www.HamilonFineArtsCenter.com/rental](http://www.HamilonFineArtsCenter.com/rental) to view more complete details for the summary information listed below.

***You, your staff and your performers are responsible for reviewing, understanding and following the information listed below.***

### General Information

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1. \_\_\_\_\_ Subject to the complete terms and conditions contained in the Rental Agreement, you are guaranteed use of the HFAC only during your contracted date and time. Once all requirements have been met and accepted by the HFAC, it is your responsibility to assure your event is correctly posted on the HFAC rental calendar at [www.HamiltonFineArtsCenter.com/rental](http://www.HamiltonFineArtsCenter.com/rental). Final schedules must be confirmed no less than five business days prior to load-in. Rental is billed on an hourly basis (to the nearest quarter hour) beginning at the scheduled time or when the first person enters the building, whichever occurs first.
2. \_\_\_\_\_ A \$500 deposit [check made out to Hamilton Fine Arts Center] and a signed estimate provided by the HFAC must be submitted to reserve your dates. If the reserved event is cancelled, the HFAC House Coordinator must be notified no less than six months before the load-in date in order to receive a full refund of the deposit. If the event is cancelled less than six months before the load-in date, the security deposit will be refunded only if the date(s) are rebooked.
3. \_\_\_\_\_ All groups utilizing the HFAC must have a Certificate of Insurance on file, naming the **Hamilton School District** as an “additional insured” for the amount of no less than \$2,000,000 (including injury to persons and damage to property). The insurance policy must be with a reputable insurer, having a rating of an A- or better from a nationally recognized United States Rating Agency. For any loss arising out of actions of the rental party, you agree that your insurance policy will be held as the primary policy, and any policies procured by the school district that might happen to provide protection or benefits to the school district arising out of your use of the school premises shall be excess. Written notice providing the details of any incident or accident that result in bodily injury or damage to the school facilities or property must be provided to the HFAC coordinator within 24 hours of the incident or accident. The notice must include the details of the time, place and circumstances as well as names and addresses of any person(s) witnessing the accident.
4. \_\_\_\_\_ You will provide supervision to all performers, technicians and staff members in each area of the HFAC, including the lobby, backstage, dressing rooms and theatre, and will assure that they are following the guidelines listed in this document, and any applicable provisions of the Rental Agreement.
5. \_\_\_\_\_ The possession or use of alcoholic, illegal substances, tobacco products and weapons are strictly prohibited on all school district property, including the HFAC. Prop weapons must be stored in a locked unit whenever they are not being utilized on the stage.
6. \_\_\_\_\_ The HFAC does not have a green room, dining area or warm-up space within the building. The Hamilton High School offers a choir room and cafeteria for these purposes at a nominal fee. A request form for use of these additional

facilities is required, and may be found at [www.HamiltonFineArtsCenter.com/rental](http://www.HamiltonFineArtsCenter.com/rental). Absolutely no food, beverage, or makeup is allowed in the choir room or the carpeted areas of the HFAC theatre and lobby areas. We can provide you location options for dining and makeup application.

### **Lobby and Theatre Information**

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1. \_\_\_\_\_ Coat racks will be provided in the lobby and/or on the stage for all groups using the HFAC for a rehearsal space. Coats, bags, costumes and other personal items may not be brought into the theatre. A \$500 cleaning fee will be assessed for cleaning glitter, sequins, make up, etc. from carpet and seats.
2. \_\_\_\_\_ Food and beverages are not allowed in the HFAC theatre at any time. Food and beverage consumed in the lobby is limited to a specific menu of options found online at [www.HamiltonFineArtsCenter.com/rental](http://www.HamiltonFineArtsCenter.com/rental). The renter is completely responsible for any cleaning and damage arising from any form of food or beverage consumed in the lobby or theatre. A linen cleaning fee of \$15 per linen will be assessed for all linens that require cleaning.
3. \_\_\_\_\_ Only blue painter's tape is allowed to hang signage on brick surfaces (no signs or posters are to be attached to anything other than brick surfaces). Spike tape and gaff tape are the only tapes that may be used on the stage. Tape is available for purchase at a nominal fee.

### **Stage Information**

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1. \_\_\_\_\_ All groups must use the loading dock for loading and unloading props and other equipment in order to refrain from damage to the lobby and doors. Storage of props, sets and other equipment prior to load-in is not allowed.
2. \_\_\_\_\_ It is your responsibility to inspect the contracted space(s) immediately prior to load-in and make note of any damage in the building. You may be held responsible for any damage that is not documented prior to your load-in.
3. \_\_\_\_\_ Lighting designers, light board operators, riggers and stage crew are the responsibility of the user. Crew must carry liability insurance, have previous stage experience, and be familiar with the lighting console and equipment. If you do not have the appropriate tech crew, the HFAC is able to provide the appropriate crew at an additional charge. You are responsible for restoring the house light plot, audio board and light boards prior to your departure. In the case of the failure of the Renter to restore any or all of these items, a \$150 fee will apply for the HFAC to restore these items.
4. \_\_\_\_\_ The fire department performs random safety checks of props and sets. Props and sets that do not follow the fire safety code will be removed from the stage until they have been properly fireproofed or safely constructed. All props and sets must be marked with the material, date and person who performed the application of the fireproofing material. Any fine received for failing to properly fireproof props and sets will be the responsibility of the renter.
5. \_\_\_\_\_ You are responsible for providing any consumables, including Gaffers tape, spike tape, Gobo patterns, rigging hardware, show- specific gel, microphone batteries, etc. They items may be available onsite for purchase.
6. \_\_\_\_\_ No equipment may be stored in the area where the main curtain drops. This is the fire curtain area, and must be kept clear at all times. No equipment may block any stage door, fire extinguisher or the fly rail. No props, sets or personal items may be stored in egress (carpeted) hallways. Any fines received for obstructing these areas will be the responsibility of the renter.
7. \_\_\_\_\_ Absolutely no fireworks, combustible / flammable materials and open flame, candles, helium balloons or fire devices of any kind are allowed in the building.
8. \_\_\_\_\_ Painting on the stage is not allowed. No nails, staples etc. may be used to attach props, sets, etc. to the stage.

9. \_\_\_\_\_ All items must be removed immediately following your event. Items left behind may incur disposal fees that will be the responsibility of and billed to the Renter.

**Performance Information**

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1. \_\_\_\_\_ The capacity of the theatre is 750 people. The capacity of the stage is 120 people. The HFAC will not allow the theatre to exceed this capacity.
2. \_\_\_\_\_ The HFAC is required by law to have ushers present whenever the theatre seating area is being used by a public audience. ***This includes rehearsals and performances.*** Intent to use the theatre seating area for rehearsal by either performers or parents requires one usher for every 250 attendees for your event, and must be arranged at least fourteen (14) business days prior to your event. All rehearsals will be considered “closed rehearsals” with absolutely no access to the theatre seating area by performers or parents, unless requested in advance. No theatre access will be permitted without an usher presence.
3. \_\_\_\_\_ Renter is solely responsible for payment of royalty fees for any and all dramatic rights, dramatic musical works, performance fees, music royalties and other fees associated with intellectual property rights applicable to the Renter’s use of the HFAC facility. Renter shall indemnify, hold harmless and defend HFAC against any charge or expenses which arise from these fees.
4. \_\_\_\_\_ Fire code prohibits camera tripods in the theatre seating area. Patrons may use handheld cameras in their seats, or videotape from the camera loft with a tripod, provided videotaping is permitted and proper royalty rights have been obtained. Please share your policies regarding photography and videography with your ticket buyers when purchasing tickets.
5. \_\_\_\_\_ Wheelchairs, walkers, baby strollers and baby carriers are allowed only in seating designated as an ADA seat. Ushers are happy to assist with the storage of these items during the show. Please share this information with your ticket buyers.

**The user agrees to release, waive, discharge, and covenant not to sue the Hamilton School District, its school board, school board members, officers, agents, employees, representatives, contractors, subcontractors, and volunteers (hereinafter collectively referred to as “the Releasees,”) from all liability to the user for any and all loss, injury or damage, and any claim or demands therefore on account of any loss, injury or damage, arising from the user’s use of the Hamilton School District facilities for the purpose identified on this form, whether caused by the negligence of the Releasees, the negligence of someone acting on behalf of the Releasees, or the negligence of someone else.**

**The user agrees to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the user’s use of the Hamilton School District facilities for the purpose identified on this form, whether caused by the negligence of the Releasees, the negligence of someone acting on behalf of the Releasees, or the negligence of someone else.**

I ACKNOWLEDGE AND CONFIRM THAT I HAVE READ THE INFORMATION PRESENTED ABOVE, AND AGREE TO THE STIPULATIONS, AND UNDERSTAND AND AGREE THAT FOR RESONABLE CAUSE, THE REPRESENTATIVE OF THE HAMILTON FINE ARTS CENTER AND/OR THE HAMILTON SCHOOL DISTRICT MAY REVOKE THIS AGREEMENT AT ANY TIME.

**Signature**

**Date**

Name  
Address  
Phone Number

Company  
City, State and Zip  
Email Address