



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 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

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.HamilonFineArtsCenter.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.HamilonFineArtsCenter.com/rental. Absolutely no food or beverage is allowed in the choir room or any carpeted areas of the HFAC theatre and lobby areas. The cafeteria is the only option available. Please arrange accordingly.

Lobby and Theatre Information

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, makeup, etc. from theatre 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. 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 painted walls or woodwork). 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. All tape must be removed prior to your departure, including on the stage, walls, and fly rail.
4. _____ Helium balloons are not allowed in the lobby or theatre. Helium balloons that must be retrieved from the ceiling will incur boom lift rental fees and labor.

Stage Information

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 your scheduled 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. These 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 drop 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. Intent to use stage weapons and firearms must be declared at least seven days prior to load in.
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 will be considered a donation to the school district or may incur disposal fees that will be the responsibility of and billed to the Renter.

10. ____ The Hamilton School District has adopted a policy that addresses privacy in dressing rooms. The policy recognizes the privacy rights of individuals using dressing rooms and prohibits cameras, video recorders, or other devices that can be used to record or transfer images from being used in a locker room, dressing room, or other areas where privacy is expected. The policy also restricts access to dressing rooms to protect students. Persons who violate the policy shall be subject to penalties under state law.

Performance Information

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 any item from blocking any row or aisle in the theatre seating area, including but not limited to camera tripods, recording devices, walkers, wheelchairs, bags, etc. 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.

5. ____ Wheelchairs, walkers, baby strollers and baby carriers are allowed only in seating designated as an ADA seat, if the ADA is not being used by a patron requiring a wheelchair. Ushers are happy to assist with the storage of these items during the show. Please share this information with your ticket buyers.

6. ____ Due to fire code restrictions, as well as by request of our campus security, large bags will not be allowed in the seating area at any time. All bags are subject to security checks at any time by HFAC staff.

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

Company

Address

City, State and Zip

Phone Number

Email Address

**Please mail to Lynnette Hulgan, c/o HFAC, W220 N6151 Town Line Road, Sussex, WI 53089 or
Email to: HulgL@Hamilton.k12.wi.us**