

# Oak Creek Performing Arts and Education Center

## Rental Usage Agreement 2021-22

Complete agreement only once. Agreement will be maintained on file through July 31 2023.

**This agreement, including informational hyperlinks, is between the Oak Creek Performing Arts and Education Center [referred to as OCPAEC] and the contracted user, including the user performers, technicians, staff members, etc. [referred to as RENTER]. Initial each statement, sign the bottom and return.**

### General Information

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1. \_\_\_RENTER is guaranteed use of the OCPAEC only during your contracted date and time. Final schedules and equipment needs must be confirmed no less than 30 days prior to load-in. Usage and service fees may apply. ([View the Rental Group Fee Schedule](#)).
2. \_\_\_A \$500 deposit made out to Oak Creek Franklin School District within 60 days of booking/reservation request. If the reserved event is canceled, the OCPAEC Director 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 canceled less than six months before the load-in date, the security deposit will be transferred to the re-booking date or will NOT be refunded.
3. \_\_\_All groups utilizing the OPAEC must have a Certificate of Insurance on file, naming the **Oak Creek Franklin 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 OCPAEC Director within 48 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. \_\_\_RENTER will provide supervision to all performers, technicians and staff members in each area of the OCPAEC 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 alcohol, illegal substances, tobacco products and weapons are strictly prohibited on all school district property, including the OCPAEC. Violators could be subjected to removal from the premises, a fine and/or termination of the RENTER's current or future usage contract(s) depending on severity. Prop weapons must be approved by the OCPAEC Director at least 14 business days before the first event, and must be stored in a locked unit whenever they are not being utilized on the stage. ([View the Prop Weapons and Firearm Policy](#)).
6. \_\_\_A primary green room is conveniently located backstage off stage left (67-person capacity) with a secondary green room located off house right (20-person capacity) There is no charge to use these spaces, as long as the rooms are left in the same manner as they were found. Not doing so will result in a \$50 charge.

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- Tables and chairs are available for you to set the rooms, as desired. You will need to restore the chairs and tables into their appropriate racks prior to departing. All garbage must be placed in the appropriate cans.
- There is an emergency egress/door backstage, but for security reasons, all performers, crew and staff will enter through the main theatre doors.
- While costume racks, instruments, small props, etc. may be stored in this space in conjunction with an active show, all set building, painting, etc. must still be done in the prop shop.
- Food and beverage is allowed in this room, however, must be properly disposed of in the provided garbage cans.
- Additional space (classrooms) may be made available in the high school to accommodate any group size. There will be an additional charge of \$6/Hr/Per Additional Room. We ask that these rooms get completely reset and cleaned as well (tables, chairs, sweeping if necessary). There is no glitter allowed in the classroom spaces.

### Lobby and Theatre Information

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1. \_\_\_Due to building security, fire safety and concern of damage to the seating area, large bags, costumes (with glitter, sequins, feathers, etc.), instrument cases and other non-typical items may not be brought into the theatre to be stored on the seats, rows and aisles. No items may be stored in the lobby, a green room space is provided for you.
2. \_\_\_Food and beverages are not allowed in the OCPAEC theatre at any time. Food and beverage consumed in the lobby is limited to a specific menu of options. The renter is completely responsible for any cleaning and damage arising from any form of food or beverage consumed in the lobby or theatre by RENTER or attendees. A linen cleaning fee of \$10 per linen will be assessed for all linens that require cleaning. ([View the Concessions Guidelines](#))
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). Professional-grade spike tape and gaff tape are the only tapes that may be used on the stage floor. Tape is available for purchase at a nominal fee. Failure to remove all tape prior to your departure, including on the stage, walls and fly rail, will result in a \$25 fee.
4. \_\_\_Helium balloons are not allowed in the building. Helium balloons that must be retrieved from the ceiling will incur boom lift rental fees and labor. Special exceptions can be made, however, stray balloons may still result in fees.

### Stage Information

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1. \_\_\_RENTER must use the loading dock for loading and unloading props and other equipment in order to refrain from damage to the lobby and doors. The intent to use the loading dock must be scheduled in advance. Storage of props, sets and other equipment prior to your scheduled load-in is not allowed.
2. \_\_\_Technicians, including production crew, board operators, riggers and stage crew are the responsibility of the user and RENTER. If you are not using In-House technicians provided by the OCPAEC,

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those technicians must be pre-approved, carry their own liability insurance, prove they are knowledgeable of the equipment and all safety guidelines. Technicians must restore the house light plot, lighting/audio consoles and all other equipment prior to your departure, or a \$150 fee will be invoiced for the OCPAEC to restore these items for you. If you do not have the appropriate tech crew - or it has been determined that the technicians you have provided are not able to perform the task - the OCPAEC will provide technicians at an [additional charge](#).

3. \_\_\_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. ([Props and Sets Fireproofing Guidelines](#))
4. \_\_\_RENTER is responsible for providing any consumables, including professional-grade Gaffers tape, spike tape, Gobo patterns, rigging hardware, show-specific gel, microphone batteries, etc. These items may be available onsite for purchase.
5. \_\_\_No equipment may block any stage door, fire extinguisher or the fly rail. No item of any type, including props, sets or personal items may be stored in any egress (i.e. hallways). Any fines received for obstructing these areas will be the responsibility of the RENTER.
6. \_\_\_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. ([View the Prop Weapons and Firearm Policy](#))
7. \_\_\_Painting and fireproofing on the stage is not allowed. No nails, staples, etc. may be used to attach props, sets, etc. to the stage. Damage to the floor will be invoiced at the actual replacement cost, plus labor.
8. \_\_\_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. The OCPAEC is not responsible for lost and/or stolen items, including items that have not been removed following the event.
9. \_\_\_The OCPAEC 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

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1. \_\_\_The capacity of the theatre is 1,000 people. The capacity of the stage is 150 people. The fire marshal and the OCFSD takes the safety of your performers and patrons very seriously. The OCPAEC will not allow the theatre to exceed this capacity, and the event will not be allowed to begin until the theatre is properly seated and the capacity limits have been respected.

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2. \_\_\_The OCPAEC is required by law to have Patron Services Staff (i.e. 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 patrons (including parents), unless requested in advance. No theatre access will be permitted without Patron Services Staff presence.
3. \_\_\_RENTER is solely responsible for payment of royalty fees for any and all dramatic rights, dramatic musical works, performance fees, music royalties, [promoter licensing](#) and other fees associated with intellectual property rights applicable to the RENTER'S use of the OCPAEC facility. RENTER shall indemnify, hold harmless and defend OCPAEC against any charge or expenses which arise from these fees. **This includes, but is not limited to, live-streaming and any type of recording and sharing of the performance.**
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. Patron Services Staff will 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 OCPAEC staff.
7. \_\_\_As an OCFSD-operated property, the OCPAEC will close in conjunction with any weather or other related emergency declared by the OCFSD. The OCPAEC may also close due to inclement weather, labor difficulties, riots, epidemics, or any other public authority cause that is out of the OCPAEC's control.

I ACKNOWLEDGE AND CONFIRM THAT I HAVE READ THE INFORMATION PRESENTED ABOVE, AND AGREE TO THE STIPULATIONS, AND UNDERSTAND AND AGREE THAT FOR REASONABLE CAUSE, THE OCFSD AND/OR REPRESENTATIVE OF THE OCPAEC MAY REVOKE THIS AGREEMENT AT ANY TIME.

### Signature

### Date

Name

Company

Email Address

Address

Phone Number

City, State, Zip