

AUDITORIUM RENTAL AGREEMENT

Itemized Contract

Contract number: _____

Pinecrest High School
250 Voit Gilmore Lane
Southern Pines, NC 28387
(910) 692 6554

User Policy

This lease agreement is between Pinecrest High School (**henceforth known as the lessor**) and _____ (service, civic, religious) organization (**henceforth known as the lessee**) for the use of the Pinecrest High School Robert E. Lee Auditorium on the following date(s)

Dates(s): _____

A school official/technical director must be on site at all times when the auditorium is being used by the lessee and when the auditorium is open to the public. During regular operating school days, the lessee may enter the premises no earlier than 4:00 pm, due to classes.

1. FEES

BASE FEES

Non Profit: \$300 per day _____

For Profit: \$400 per day _____

ADDITIONAL FEES: To preserve and protect the equipment at Robert E. Lee Auditorium.

Janitorial Fees: \$25 per hour (*minimum of 4 hours*)

Hours Needed _____

Technical Director Fees: \$30 per hour

Hours Needed _____

(The TD/school official must be on site and supervising at all times when building is open)

Additional Fees as dictated by lessor: \$ _____

(See supplemental fees sheet for specifics)

Explanation of additional fees:

Outside Sound Support Required? _____

Security Personnel Required? _____

See supplemental fee sheet for details

Total User Fee: _____

A non refundable deposit of \$100 must be paid to Pinecrest High School to secure the date on the calendar. Until this deposit is received, the event will not be placed on the calendar. The check is to be made payable to Pinecrest High School and remitted to 250 Voit Gilmore Ln, Southern Pines NC. 28387. The signed agreement must be received at least ten (10) days prior to the intended use. Payment in full must be received ten (10) days from use. **If payment in full is not received at least 5 days prior to the event, the event will be removed from the calendar and the date(s) will be available for rebooking.**

_____ (**representative initial**)

Supplemental Information and Fees Sheet

Supplemental Service	Fee Charged
Choral Risers	\$25 per day
Baldwin Baby Grand Piano (tuning if needed is the responsibility of the lessee)	\$25 per day
Moving Orchestral Shell from full stage (if available)	\$500
Use of Band Room and Choir Room (if available)	\$25 per day

Usage of Choir Room/Band Room:

- No food or drinks are to be inside the choir room or band room at any time.
- Nothing is to be placed or stored on top of the pianos or other musical instruments.
- No clothing or anything else is to be hung from bookshelves, music shelves, choral risers, or other equipment in the rooms. Clothing racks are available in the dressing room if needed.
- There is to be no makeup, hair products, or glitter applied in these rooms.
- Any chairs, music stands, tables, etc that are moved during the event will be replaced as they were found.
- Any time these rooms are unlocked, the lessee will provide an adult to monitor each room, making sure that the rules are enforced. The rooms are to be locked any time they are not being used or monitored.
- If anything is missing or damaged in these rooms, it is the responsibility of the lessee to compensate Pinecrest High School for the cost.

Sound

Pinecrest High School's sound system may only be operated by trained technicians approved by the technical director (Mr. Adam Faw). If the event requires complicated sound mixing or reinforcement beyond the capabilities of the sound system, the lessee will contract with an approved outside sound technician to handle these needs.

Approved Sound Technicians

David Godsey, Extra Mile Audio
Roger Ward, Ward Productions

David Almond
Draughon Brothers

Lester Seidenburg

Lighting

Pinecrest High School's lighting system may only be operated by trained technicians approved by the technical director (Mr. Adam Faw).

_____ (representative initial)

TERMS OF THE AGREEMENT FOR USE OF THE FACILITY:

2. RESPONSIBILITY

The lessee agrees and will be responsible for any damage to the building done by the Lessee or the Lessee's agents, assigns or participants in any activity sponsored, controlled, organized by the Lessee or for activities over which the Lessee has control or for which purpose the space is leased.

3. INDEMNITY

The Lessee agrees to indemnify, save and hold harmless the Moore County Schools Board of Education and all their officers, employees, and agents, individually and collectively, for any and all claims, demands, suits, causes of action, or judgments (including defense and other costs) any person had, now has or may have in the future arising out of the Lessee's use and/or occupancy of the leased premises, including any and all incidences and occurrences which causes bodily injury, property damage, or death. Moore County Schools assumes no liability for personal injury suffered by reason of the use of such school property pursuant to this agreement.

4. INSURANCE

Lessee will carry at his own expense a policy of general liability insurance in amount no less than \$300,000 bodily injury and \$100,000 property damage, naming Pinecrest High School as an additional insured. A certificate verifying coverage is to be supplied and into hands of Pinecrest High school **at least ten days prior to the event.**

5. SUBROGATION

A mutual waiver of subrogation agreement is to be made a part of this lease as follows:

Both the lessor and the lessee do hereby mutually agree that to the extent permitted by the insurance of each party, each waives rights of subrogation against the other for damages caused by fire or other casualty covered by insurance, to the extent that insurance pays the claims made.

6. ORDERLY USE

The Lessee agrees that the Lessee and its employees, agents, volunteers, invitees and guests will comply with all directives of the school staff and policies of the school, Moore County Schools Board of Education, and all laws of the state of North Carolina. These include, but are not limited to the following:

- No weapons on campus.
- No drugs or controlled substances on campus.
- No alcoholic beverages will be sold or consumed on campus.
- The use of tobacco substances is not allowed on campus.

7. NO TRANSFER, ASSIGNMENT OR SUBLEASE

The Lessee may not transfer or assign this agreement or sublet any part of said premises without the express written consent of the Moore County Schools.

8. VIOLATION OF AGREEMENT

If the Lessee violates any of the covenants of this agreement, the Superintendent of the Moore County Schools or his/her designee, the school principal, or the Auditorium Technical Director may, without notice to the Lessee, terminate the agreement and retake possession of the premises.

9. ALTERATIONS/EQUIPMENT

No alterations are to be made to school property without written consent of the authorized representative of Pinecrest High School. Rental of facilities does not include use of school equipment. At the permission and prior approval of the school representative, the Lessee may be allowed to rearrange furniture in the school facility. The Lessee must return any moved furniture to its proper location.

10. PYROTECHNICS

No pyrotechnics, open flame of any kind, or incendiary/explosive device may be used inside the auditorium at any time for any purpose.

11. CONFIRMATION OF CONTRACT

The agreement is not in force until signed by the Lessee, accepted and signed by the school principal, and the amount designated as "**Total User Fee**" has been received by the school. The Lessee and the school principal shall retain fully executed copies of this document.

_____ (representative initial)

12. CANCELLATION BY LESSEE:

Should the Lessee cancel the event covered under this agreement, the deposit of \$100 is non- refundable. If the full amount has already been paid when the event is cancelled, a refund of the **Total User Fee** may be returned to the Lessee, minus the \$100 deposit. This agreement may be cancelled by the Superintendent of Moore County Schools or his/her designee, the school principal, or the auditorium Technical Director at their discretion. In the event of an emergency, the school principal may use his/her discretion for cancellation of events (ex. inclement weather). If the school is closed due to weather, emergency, etc., all events and rentals are canceled until the schools are officially reopened.

13. CANCELLATION BY LESSOR:

Lessor shall have the right, power, and authority, to cancel this contract in writing or orally or the lessee if, in the opinion of the representative of the lessor:

- 1) the program, songs, speech, dialogue, performance and the like of whatever kind of nature scheduled presentation or the advertising or other promotion connected therewith contain, speak or suggest content contrary to the purposes of the licensed facility; or
- 2) the purpose of use is proposed to be changed in any respect from those set forth in the document ; or
- 3) the lessee is in default to the satisfaction of the lessor within such time as the lessor shall specify in such written or oral notice.

14. REMOVAL OF PROPERTY

Removal of all lessee's stage props, supplies and material used in conjunction with the event within 24 hours after the event date. Those items not removed after the time frame shall be disposed of by Pinecrest High School at the expense of the Lessee. Pinecrest High School shall assume no responsibility for these items before, during, or after the event.

15. SECURITY

If determined necessary, the Lessee agrees to either provide sufficient security personnel (as deemed necessary by the lessor), or to reimburse the school for employment of a sufficient number (as deemed necessary by school principal or auditorium Technical Director) of duly authorized law enforcement officers for the purpose of maintaining order, protecting the public and school property, enforcing regulations and laws of the state of North Carolina. The Lessee will not be permitted to use the school property if the Lessee fails to cooperate with law enforcement.

16. PAYMENT FOR DAMAGES

Lessee agrees to pay costs of repair or replacement for damages which may have occurred during the term of this agreement in order to restore the licensed space or other parts of this premises affected by the event at a condition equal to that prior to the event.

17. ADDITIONAL REGULATIONS AND CONDITIONS OF USE

Moore County Schools and Pinecrest High School reserve the right to impose any additional rules or regulations or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of Pinecrest High School, and such regulations shall be binding upon the lessee.

18. FOOD AND DRINK

There is to be no food or drink of any kind within Robert E. Lee Auditorium, the lobby, or any other rooms within the building.

19. PUBLIC SAFETY

Lessee agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations. All portions of the sidewalks, entries, doors, passages, halls, corridors, stairs, and all ways of access to public utilities shall be kept unobstructed by the lessee. Lessee is not to bring into the premises any material, substance, equipment, or object which is likely to constitute a hazard to the property without prior approval of the school principal or Technical Director.

20. CONTROL OF FACILITY AND RIGHT OF ENTRY

In renting the licensed space to the lessee, it is understood that the Moore County School and Pinecrest High School does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules, and regulations. Duly authorized representatives of the Moore County Schools and Pinecrest High School may enter the premises without any restriction whatsoever.

_____ (representative initial)

21. CARE OF FACILITY

Lessee shall not injure or deface the premises or any equipment therein. The lessee will not drive any nails, hooks, tacks, or screws into any part of the building, nor make any alterations of any kind to said building.

This extends to the stage, there will be no screws, nails, or hooks driven into the stage floor. There will be no sand, fake snow, glitter, or other powder used on stage. There will also be no spray glitter or glitter makeup used in the facility.

22. IDENTIFICATION OF LOCATION

Lessee will identify the facility as “**Robert E. Lee Auditorium, Pinecrest High School**” on all printed material and advertising.

23. PARKING

Parking will be permitted only in areas designated for such use. Parking will not be permitted on grassed and landscaped areas.

24. SPECIFICS OF AUDITORIUM ROOM USE

The only rooms available for use of the lessee will be the auditorium itself (including stage, orchestra seating, alcoves, balcony seating), lobby, scene shop, dressing rooms. **Choir room and band room are only available through prior request and authorization. See supplemental information sheet for specific on usage of band and choir room.**

25. SPECIFICS OF AUDITORIUM TECHNICAL USE

Basic stage lighting (general wash) from catwalk and first electric, and overhead lighting from the shell cloud lights. A general PA system with two handheld wireless microphones will be available for use as standard. **The white orchestral shell will be at full stage.** Any use of complicated stage lighting, sound system, or moving of the orchestral shell will incur further costs as deemed by technical director. For supplemental costs, see attached list.

We the undersigned have read and agree to abide by the rules and regulations governing facility use in Moore County Schools, and use of the Pinecrest High School Auditorium. I agree to be billed for any additional time utilized by not listed on this agreement.

Organization

PINECREST HIGH SCHOOL
institution

Address

Adam W. Faw (authorized school
representative)

Signature/Date

Authorized representative name and title

Signature

Date

Telephone Number