



FACILITY AGREEMENT
THE PERFORMING ARTS CENTER
at Dallas High School
 2030 Conyngham Avenue
 Dallas, PA 18612
 570-674-7208
 www.dsdhs.com

This agreement is entered into on **{DATE}** by and between the Dallas School District, hereinafter referred to as DISTRICT, and **{USER}**, hereinafter referred to as USER.

| | | | |
|---------------|--|----------------------------|--|
| NAME OF USER: | | NAME OF DISTRICT CONTACTS: | |
| ADDRESS: | | THEATRE DIRECTOR: | |
| CITY/STATE: | | LIGHTING DIRECTOR: | |
| CONTACT: | | SOUND DIRECTOR: | |
| | | HEAD CUSTODIAN: | |

1. OCCUPANCY DATES AND TIMES

USER agrees to present **{TITLE OF EVENT}** at The Performing Arts Center at Dallas High School, 2030 Conyngham Avenue, Dallas, Pennsylvania, on **{DATES}** and according to the following schedule:

| | DATE(S) | TIME(S) |
|-----------------------|---------|---------|
| LOAD IN | | |
| REHEARSALS | | |
| | | |
| PERFORMANCE(S) | | |
| | | |
| LOAD OUT | | |

2. BASE RENTAL FEE

USER agrees to pay the DISTRICT the basic rental fee of **\$500.00** per day for the occupancy of the theatre and related facilities for the run of the engagement.

3. ADDITIONAL SERVICE FEE

In addition to the base rental fee, USER agrees to pay DISTRICT the additional fee as estimated below for the rental period.

The following fees are estimates only; charges will be determined by actual use.

| | | | |
|----------------------------------|--------------------------|------------------|------------|
| 1. DISTRICT TECHNICAL DEPARTMENT | \$20.00/hr, per employee | 6. PIANO RENTAL | N/A |
| 2. AUDIO/BL Rental | N/A | 7. PIANO TUNING | N/A |
| 3. FRONT OF HOUSE STAFF | N/A | 8. SECURITY | N/A |
| 4. DAMAGE DEPOSIT | \$ | 9. MISC. EXPENSE | TBD |
| 5. CUSTODIAN/CLEAN UP | \$29.40/hr | 10. FOOD SERVICE | \$25.00/hr |

Notes: The above figures are estimates based on past use. These figures may change due to the needs of the performance. Any item marked TBD will be determined by DISTRICT in keeping with the needs of the event. Prices quoted are for DISTRICT equipment and are applicable only if used by USER. Final figures are based on actual use.

USER INITIAL HERE _____

4. ADVANCED DEPOSIT

USER agrees to pay DISTRICT with the return of this signed agreement, no later than **{DATE}**, a non-refundable deposit equal to fifty percent (50%) of the base rental fee. This deposit will be applied to the total amount due at the time of final settlement.

5. FINAL SETTLEMENT

The USER will be billed for all expenses incurred as estimated on this agreement (less deposit) following the event.

6. CANCELLATION BY DISTRICT

Should DISTRICT desire to cancel this agreement and written notification of such a cancellation is received by USER at least ninety (90) days prior to the scheduled date of USER's occupancy of DISTRICT premises, DISTRICT shall return any deposit, and both USER and DISTRICT will be relieved of any further obligation of liability under this agreement.

7. CANCELLATION FOR CAUSE BY DISTRICT

The DISTRICT has the right to terminate this agreement if USER fails to perform any of the obligations herein set forth or is in violation of any federal, state, or local law.

8. USER CANCELLATION

Should USER wish to cancel this agreement, and written notification is not received by DISTRICT at least **thirty (30) days prior to the scheduled date** of USER's occupancy of DISTRICT premises, DISTRICT shall retain advanced deposit and USER agrees to reimburse DISTRICT for any expenses incurred by DISTRICT.

9. FORCE MAJEURE

DISTRICT will not be held liable for damages, financial or otherwise, to USER that result from any event of force majeure or the threat of an occurrence an event of force majeure or any other event beyond the control of the DISTRICT.

10. INSURANCE

For the date(s) and time(s) at which USER will occupy DISTRICT premises, USER shall obtain from an insurance company licensed to do business in the Commonwealth of Pennsylvania, insurance for personal injury and property damage with limits of as follows: Bodily Injury and Property Damage combined single limit of one million (\$1,000,000.00) dollars. Such policy will name USER and DISTRICT as additional or co-insured. USER will deliver certification of coverage with the return of this signed agreement. **A COPY OF USER'S INSURANCE POLICY AND/OR RIDER BINDER FOR USER'S EVENT SHALL BE RETURNED WITH THIS CONTRACT. FAILURE TO PROVIDE SUCH COPY WILL RESULT IN THE TERMINATION OF THIS AGREEMENT.**

11. LAWS, LICENSES, PERMITS

USER agrees to comply with all laws, orders, and regulations of federal, state, and municipal authority. USER shall attain any and all licenses and/or permits which may be required for use of DISTRICT. USER shall not undertake any act that DISTRICT determines may jeopardize any license or permit that DISTRICT may hold. Should USER fail to comply with existing rules and regulations, DISTRICT may discontinue USER's performance until compliance is assured.

12. SEVERABILITY

Both parties agree that if any part of this agreement is found to be invalid by any court having jurisdiction, such an invalidity will not affect any other portion of this agreement; both parties agree that the provisions of this agreement are to be deemed severable.

13. DAMAGE/CLEAN-UP

USER agrees to be responsible for any damages, accidental or otherwise, to district premises caused by acts of USER or USER's agents, employees, and performers. In the event of such damage, DISTRICT will deduct an appropriate amount from the damage deposit referred to above. If damages should exceed the amount of the damage deposit, USER agrees to reimburse DISTRICT for the excess amount. USER agrees to maintain and clean the DISTRICT after the performance(s) by removing all items and equipment that were loaded in the performance.

14. ENTIRE AGREEMENTS; PARTIAL INVALIDITY

Except as otherwise referred to herein, this Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and no modification or waiver of any provision hereof will be binding upon any party unless in writing and signed by the party agreeing to such modification or waiver. The invalidity or unenforceability of any particular provision hereof in this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

15. ARBITRATION

Any disputes, differences, or controversies arising under this Agreement shall be settled and finally determined by Arbitration according to the rules of the American Arbitration Association now in force or hereafter adopted. The arbitrators shall make their award in accordance with, and based upon, the provisions of this Agreement and judgment upon any award rendered may be entered in any Court having jurisdiction thereof.

16. ASSIGNMENT SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, executors, and administrators. Any party shall not assign this Agreement hereto without the prior written consent of the other party.

17. AUTHORITY

The parties warrant and represent that each respectively has the power and authority to enter into this Agreement.

18. GOVERNING LAW

This Agreement shall be construed and governed according to the laws of the Commonwealth of Pennsylvania.

19. NOTICES

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by registered or certified mail to the party's last known address.

20. PARAGRAPH HEADINGS

The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.

21. EXECUTION

This Agreement may be executed in various counterparts, each of which shall be deemed in original, but all of which together shall constitute one in the same instrument.

22. INITIALS

USER shall initial all pages of this contract in the space indicated to show that USER has read, understood, and agrees too all items contained therein. USER’s initials shall be construed to be acceptance of the terms contained on that page. USER may not alter or change the terms of this contract without written consent of DISTRICT. USER’s initials shall have the same legal binding as a full signature. By affixing a signature below, USER agrees to all terms set forth in this contract.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement under seal as of the year and day first written above.

DATE/WITNESS

BY: _____
DALLAS SCHOOL DISTRICT

DATE/WITNESS

BY: _____
USER

(Print Name and Title)