KFB - Community Use: Performing Arts Center

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Statement of Purpose

The Wesley E. Kennedy Performing Arts Center belongs to the people of Eliot and South Berwick. The MSAD #35 Board of Directors wishes to make this school facility available to the community for educational, cultural, and civic events.

Recognizing that those using and enjoying our facility will be of all ages and will include school aged children and their siblings, and recognizing that our facilities are educational settings, our school facilities may not be used by individuals or groups that advocate illegal activities, that engage in sexually explicit, indecent, or lewd conduct or speech, or that otherwise threaten to be materially and substantively disruptive.

Marshwood High School and its associated programs shall have first priority for use. Second priority for use shall include all other public schools in the district. In addition, the Board wishes to make the Performing Arts Center available to organizations, municipal groups, and individuals within the district that wish to sponsor appropriate civic, cultural, educational, or recreational activities. Activities sponsored by outside groups will not be scheduled if they interfere with the conduct of school programs. However, once any application for facility use has been approved and the rental obligation met, the booking is considered secure.

Procedure for Securing Use

A. Any individual or group wishing to use the Wesley E. Kennedy Performing Arts Center must complete a Building Use form and submit it to the theater manager at the high school.

B. The theater manager(s) will give scheduling priority to Marshwood High School programs and those programs benefiting its students. All other individuals or groups will be given scheduling priority as listed under categories of users. All building use forms will be approved by the high school administration before booking is secure.

C. Building Use forms must be completed at least two weeks in advance of the scheduled event. Advance requests will be honored with consideration given to the school district’s annual use and will be granted on a first-come, first-serve basis.

D. Use of equipment (i.e. projection equipment, audio visual equipment) will be booked through the theater manager(s). Use of equipment is dependent on availability and rental charges may be applied.

Policy

The Superintendent of Schools, or his/her designee, is the ultimate authority in all matters relating to the rental of facilities.

Categories of Use

1. Marshwood High School, including programs for high school students and resident programs of MHS; Public schools and their school related organizations within the Eliot/South Berwick Communities. (No extra custodial, rental, or technical fees will be charged.)
2. Nonprofit organizations within the towns of Eliot/South Berwick.
3. Nonprofit organizations located outside the towns of Eliot /South Berwick.
4. For-profit organizations.

Insurance

The lessee shall provide a certificate of insurance up to the amount of $1,000,000.00 covering the period under contract if required by the facilities manager. The insurance shall name the MSAD #35 District as an additional insured. Generally, a certificate of insurance will be required if a fee is charged for public entertainment and the event is not sponsored by a local school organization or town government organization (Eliot/South Berwick).

Deposit

A rental deposit is required for nonprofit and for-profit organizations. The deposit will be 25% of the applicable fee. (See fee schedule.)

Damages and Losses

The lessee is financially responsible for any damage to the facilities. MSAD #35 is not responsible for loss or damage of articles brought to the facility.

Custodial Services

Custodial services are required for all events. The basic service will be to unlock doors, provide necessary equipment, and clean and secure the facility following use. All equipment to be moved must be done under the supervision of the custodian.

Theater Technician

If light and sound is needed beyond the standard package, as stipulated in additional contract information section, a theater technician must be employed. (See fee schedule.)

Theater Manager

Required for audiences of 100 or more. (See fee schedule.)

Supervision of Facilities

The lessee is responsible for supervision of those attending the event. Where required by the school administration or by state/local regulations, police protection must be provided at the lessee’s expense.

Cancellation of an Event

The MSAD #35 administration has the sole authority to determine whether the building should be closed for reasons of public safety and will be held harmless in this situation. Notification to the lessee will be made as soon as possible. Contracts in force for periods during which the school is closed for reasons of public safety are cancelled automatically without penalty to either party. Every effort will be made to reschedule any canceled event to a mutually acceptable date.

Any event canceled by the lessee must be done at least 30 days in advance or the 25% deposit will be forfeited.

Long-term Use

Long-term facilities use will be considered to be two or more successive weeks. Long-term rental of facilities will be considered after it is first ascertained that there will be no detriment to existing programs for this use. If space is available without detriment, space may be rented to groups whose activities are most consistent with the other activities taking place in the building. Therefore, service agencies, educational groups, and youth oriented activities would have preference.

Rental fees will be established that cover operating costs of these spaces (i.e. lights, heat, maintenance, insurance). The rental of a classroom by an individual or private school shall be at the rate established by board policy. Individual contracts for the use and duration of the rental agreement should be prepared and presented to the facilities manager prior to the rental time period.

Policy Adopted: October 29, 2003

Additional Contract Information

Insurance

Insurance coverage is required for each event. Lessees will provide a copy of their certificate of insurance covering the period under contract, naming MSAD #35 as an additional insured for the amount of $1,000,000.00. Generally a certificate of insurance will be required if a fee is charged for public entertainment provided by a producer not affiliated with a local school district or municipal government.

Damages

The lessee will be responsible for any damages to the facility and/or equipment.

Additional charges: Use of the Performing Arts Center includes the lobby, audience restrooms, concession area, seating, stage, basic stage lights (one setup) and house sound (preset PA with two microphones and stands). Additional equipment, setup, or personal services need to be negotiated in advance with the auditorium manager (see fee schedule).

Ushers

The lessee must provide adult ushers in a ratio of 1 per 100 audience members. Ushers must remain in the auditorium during the performance and intermissions. They will insure that members of the audience behave appropriately and do not abuse the facility or detract from the performance.

Security

The administration has the sole right to determine the level of security required for each event. Security expenses are the responsibility of the lessee.

Fire and Safety: The use of any pyrotechnical stage device or any open flame is prohibited except for those specific events approved by the fire department in advance, i.e. induction ceremonies.

Cancellation of an Event

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Trained Personnel: Presence of trained personnel is required at the discretion of the building administrator. Fees may be charged (see fee schedule).

Rules of Use

1. The use of controlled substances, alcohol possession or consumption, and use of tobacco products are prohibited on school property.
2. The possession of firearms on school property is prohibited except by authorized security personnel. The use of any weapons as stage props must be approved in advance by the administration.
3. Only authorized technicians will operate the school lighting and sound equipment. The lessee may supply operators but the sound/light booth will not be available without the services of an authorized theater technician.
4. School authorities have access to the Performing Arts Center at all times and may cancel or terminate an event at any time, if, in their opinion, the event represents a danger to the facility or public safety, or if it is considered unacceptable for public performance.
5. School authorities have the right to remove unruly persons.
6. School authorities have the right to enforce all building rules.
7. No sales of any kind are permitted without permission of the administration.
8. The lessee will have access only to those areas of the building, which are under contract.
9. Set construction or painting is permitted only with advance permission and only in approved areas.
10. No nails, screws, or tape may be attached to the walls or floors without advance permission. Spike or gaff tape is the only tape that will be approved for use on the stage floor.
11. No school property may be removed from the Performing Arts Center without advance permission.
12. All sets, props, costumes must be removed from the premises within one day after the last performance under contract. Some storage may be allowed by special permission of the administration. The school accepts no responsibility for articles left on school property by the lessee.
13. Photographing, videotaping, filming, and recording are permitted only by special permission of the administration.
14. FOOD, BEVERAGE AND CHEWING GUM ARE NEVER PERMITTED IN THE PERFORMING ARTS CENTER.
15. The school will not take responsibility for any equipment shipped to the lessee unless prior arrangements are made.

Revision #3
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