

## **WESTBY AREA PERFORMING ARTS CENTER FACILITY USE**

It is the philosophy of the Westby Area School District (District) that the Westby Area Performing Arts Center (Center) will be available for activities of the District and surrounding communities. Therefore, it is our policy to cooperate with community agencies and organizations to the fullest extent, consistent with appropriate use of Westby Area Performing Arts Center, in making it available to serve the surrounding communities' needs, provided that such usage does not interfere with the regular academic pursuits, extracurricular activities or maintenance functions of the schools.

The District retains the right to deny use of the Westby Area Performing Arts Center and shall be the final authority in all cases. All individuals, groups or organizations granted use of the Westby Area Performing Arts Center shall be given a copy of this policy and its Administrative Guidelines and will be expected to fully adhere to all expectations, rules and policies. Use of the Westby Area Performing Arts Center can be denied and revoked because of building maintenance, operation, security, weather conditions, lack of staff availability, failure to pay previous use charges in full, or failure to follow all District policies.

The District encourages informal resolution of complaints under this policy. However, if any person believes that the District or any part of the school organization has failed to follow the law and rules of Wis. Stats. 118.13, and PI 9, Wis. Admin. Code, or in some way discriminates against persons on the basis of sex, race, religion, national origin, ethnicity, ancestry, color, creed, pregnancy, marital or parental status, sexual orientation, arrest or conviction record, physical, mental, emotional, or learning disability or handicap or any other category protected by state, federal or local law in any curricular, extracurricular, pupil services, recreational or other programs or facets of the District's operations, he/she may bring or send a written complaint to the following address: District Administrator, Westby Area School District, 206 West Avenue S, Westby, WI 54667 (telephone number 608-634-0101).

ADOPTED: February 12, 2018

## **WESTBY AREA PERFORMING ARTS CENTER USAGE RULES & REGULATIONS**

### **A. Westby Area Performing Arts Center Use Application**

All applicants must review and agree to adhere to this entire Westby Area Performing Arts Center Usage Policy document. The facility is only available to properly insured organizations. The Fee Structure can be found in Appendix A of the Administrative Guidelines.

1. All applicants must contact the Westby Area Performing Arts Center Scheduling Director regarding the preferred booking date(s) and with any other application questions. The Westby Area Performing Arts Center Scheduling Director must approve all booking dates, activities, and equipment being used in the Center.
2. Upon establishing a potential booking date, the applicant will be sent a Westby Area Performing Arts Center Application for Use Form. This form will be used to determine rehearsal/performance details and technical requirements. It will also be used to determine group classifications and potential fees. Complete the form and return it to the Center's Scheduling Director.
3. A final rental contract will be created based upon the applicant's needs and booking requirements. The final contract will serve as confirmation of the booking and will include all rental costs and personnel estimates. *50% of the* deposit is required with the contract and applies directly to the final rental billing. No deposit will be required for the events that are not assessed rental fees.
4. Westby Area School District curricular and co-curricular groups are not assessed rental fees for the use of the facility but must follow the application steps and administrative guidelines of this policy if interested in a booking.
5. If the applicant cancels the event within 60 days of the event, Westby Area School District will retain the rental deposit. If the facility use is cancelled by the District due to inclement weather, public emergencies, acts of God, or for other reasons, the deposit will be applied to a new booking date if it is possible to reschedule the event within twelve (12) months of the original booking. If the event is not rescheduled, the District will refund the deposit less expenses incurred specific to this rental.

### **B. General Westby Area Performing Arts Center Rules and Regulations**

1. Alcoholic beverages and tobacco are not permitted on Westby Area School District premises, (Wis. Stats. 120.12(20); 125.09(2)). Food and drink will be permitted in the adjoining commons only. Carry in of food or beverages (except water for performers/lecturers and staff) is strictly prohibited.

2. The Center's Facilities and Technical Directors has authority over the general facility, parking lots, control rooms, box office, dressing rooms, Middle School music rooms, and other areas.
3. Each group using the Center will provide pre-approved adult supervision adequate to ensure proper and careful use of the facility. The District and/or Center Directors reserve the right to judge the adequacy of such supervision. Failure to provide such supervision may result in the immediate discontinuation of the event and refusal of the group to use the facility in the future.
4. The user organization is required to inform all of their participants of the Center's house rules, particularly concerning food, drink, and housekeeping. This includes but is not limited to production company members, volunteers, parents and others observing rehearsals, and any other groups and/or individuals associated with or peripheral to the rehearsal and event.
5. If a user organization or any of their participants, audience, etc., does not adhere to the Center's house rules, the event may be discontinued and the user organization may not be permitted to use the facility in the future.
6. Food and drink of any kind are prohibited in the Center's house.
7. The Westby Area Performing Arts Center lobby will be kept free of any obstructions and must conform to all fire code regulations. This includes but is not limited to all displays and decorations. The Center's Facilities Director must approve any tables or displays placed in the lobby prior to set up.
8. Third party sponsors will not be allowed to distribute materials, place objects bearing sponsor's name, or highlight their product or service without prior approval of the District and Center Facilities Director. If contemplated, please submit sample materials in advance to the Center's Scheduling Director.
9. Organizations or individuals may not use the Center without having a custodian on duty. Custodial services may be subject to staff availability. Any overtime or additional costs incurred by the Westby Area School District as a result of the event will be billed to the user organization. The Scheduling Director will provide a reasonable estimate of anticipated costs.
10. Only Westby Area School District may pay its employees for services rendered. The District will bill the user organization for all salaries and fringe benefit payments. At no time will any payment be made directly to the employee.
11. Tripods and any other form of potential aisle, seating area, and/or fire exit obstructions are strictly prohibited in the Westby Area Performing Arts Center house.

12. Westby Area Performing Arts Center house ADA seating spaces are exclusively reserved for the use of patrons with wheelchairs and other forms of mobility impairment aid devices. No other items will be permitted in these spaces. Prohibited items include but are not limited to backpacks, baby strollers, cases, infant carriers, etc.
13. Westby Area Performing Arts Center house ADA Companion Chairs (single chairs immediately adjoining each ADA seating space) are exclusively reserved for the companion of a patron using a wheelchair or other mobility impairment aid device.
14. Any broadcasts, telecasts, recording, etc., require prior written consent of the Westby Area School District. The user organization is responsible for any associated fees and/or licensing issues.
15. The user organization is responsible for securing and providing all licensing rights for performance royalties, copyrighted materials, and novelty concession sales.
16. The user organization is responsible for the licensing rights to all music and sound bits. The user organization is responsible for retaining rights from ASCAP, BMI, or any other organization holding the rights to copyrighted material. The Westby Area School District and/or Westby Area Performing Arts Center are not responsible for violations of licensing rights.
17. The user organization is responsible for all applicable sales tax and other potential sales fees associated with their event.
18. Any problems including loss, damage, or injury must be immediately reported to the onsite supervisor. The user organization will be responsible for reimbursing the Westby Area School District for any damage to the property of the Center within thirty (30) days.
19. Westby Area School District will provide a clean and unobstructed area for the event. It will be the responsibility of the user organization to maintain and restore the area to such condition. If Westby Area School District incurs custodial or technical costs associated with restoring the area to its original condition, these costs will be billed to the group.

C. Westby Area Performing Arts Center Production Logistics Rules and Regulations

1. All technicians must be certified by the Westby Area Performing Arts Center Facilities and Technical Directors. The user organization may not provide their own technicians and will not be allowed to operate any of the Center's systems or equipment.
  - a. Call times for technicians will be made for a time suitably prior to a rehearsal/performance to allow for setup and preparation.
  - b. All labor charges (when applicable) will be for a two-hour minimum.
  - c. Unscheduled labor may not be available.
  - d. One ten minute break will be provided approximately every 2 - 2.5 hours. Meal breaks must be given at least every five hours.

- e. Extra charges may be assessed for additional technicians, custodial overtime, security personnel, and other supervision staff as determined by the Westby Area School District and/or the Scheduling Director.
2. All facility time, labor, and equipment required for the event must be identified on the applications for use agreement and rental contract. Meeting last minute requests for additional time and labor may not be possible nor will Westby Area School District guarantee that additional equipment will be available.
3. Any special technical requirements (including scenery load-ins, lighting plots, advance setup, etc.) will be at the cost of the user organization and pre-arranged in a timely fashion.
4. Any equipment required for load-in for a scheduled event must arrive well in advance as determined by the Center's Directors.
5. Any changes that have been made to the standard Westby Area Performing Arts Center house setup must be restored by the organization. Failure to do so may result in the organization incurring the cost of restoring the house setup.
6. All staging, lighting and sound plots must have the prior approval of the Center's Facilities and Technical Directors. Any potential or active setup deemed unsafe will be modified to the satisfaction of the Center's Facilities and Technical Directors. Refusal to comply will result in the discontinuation of the setup and event. The cost of any necessary modifications may be borne by the user organization.
7. Any use of open flame, pyrotechnics, smoke or chemical fog, hazers, etc. is strictly prohibited unless the user receives prior approval from the Directors. If any of the aforementioned items are used without prior approval, the event will be discontinued.
8. All scenery, props, wagons, scenic shift elements, and/or other items (lighting, sound, special effects, etc.) must be approved by the Facilities and Technical Directors before they may be used in the facility. All items will arrive intact and ready for a pre-scheduled load-in. No construction or painting will be permitted in the Center or its adjoining areas. The Scene Shop may only be used on a limited basis with the direct approval of the Facilities Director.
9. Scenery, which must be affixed to the stage floor, must be affixed with approved fasteners and restored to the satisfaction of the Facilities Director. No hardware or other items may be affixed to and no holes may be drilled into any other area of the facility.
10. The user organization will follow all fire code regulations and be required to use flame resistant materials for scenic, costume, or other production purposes. Any necessary flame retarding treatment of materials will be the responsibility of the user organization.

11. The user organization will be responsible for the strike and removal of all scenery, props, and other items as well as the rental of necessary dumpsters and their removal immediately after the event.
12. The user organization will be responsible for the removal of all other equipment, costumes, etc. immediately following facility usage, cleaning the dressing rooms, and checking the facility to secure all property belonging to the user.
13. No modification of the rigging system will be allowed. Any items to be flown or to otherwise utilize the rigging system must be approved the Center's Facilities and Technical Directors. Absolutely no unsafe or questionable items will be hung or flown in the facility.
14. No removal, relocation or alteration of the stage curtains is permitted. Requests regarding curtain hang changes must be made in advance to the Center's Directors who will determine the feasibility of the request.
15. Glitter and/or glitter-like materials are strictly prohibited in all areas of the Westby Area Performing Arts Center. This includes but is not limited to glitter from scenery and costume items, as well as hair and body glitter. Any cleanup labor charges created by glitter will be billed directly to the user organization. Violation of the no glitter policy will result in the refusal of future facility usage.
16. The use of any significant special effects will be indicated in a performance program statement, lobby display, and/or pre show audience announcement. This includes but is not limited to strobe lights, strobe like effects, ultraviolet light effects, and potentially disturbing sound effects.
17. The user organization will not post signs or affix banners to any area without the prior consent of the Center's Directors.
18. No painting is allowed in any area of the Center without the prior approval of the Directors.
19. Parking for trucks or vans at the Center loading dock zone is limited to one vehicle at a time and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is unloaded, it must move to a designated parking lot space or other predetermined area.
20. While it is the user organization's responsibility to establish safe sound levels, the final sound output of any recorded or live source will be monitored by the Technical Director who will have the authority to change the levels prior to and during the rehearsal and/or event. This includes any sound or AV equipment used in or around the Center and adjoining areas. Refusal to comply may result in the discontinuation of the rehearsal and/or event.

21. If the orchestra pit cover or orchestra shell is used for an event, the cost of removal and installation will be billed to the user organization.
22. No one is permitted access to the catwalks, control booth, or other restricted areas without the approval of the Center's Facilities and Technical Directors.
23. No costumes or makeup are allowed in the Center's house and seating areas without the prior approval of the Directors. Any additional cleaning and/or custodial time made necessary by this or any other activity will be billed to the user organization.
24. All groups performing tap dance will be required to provide an industry standard protective Marley-type dance floor. The suitability of the dance floor will be subject to the approval of the Scheduling Director before booking approval is given. Installation and removal of the floor will be the responsibility of the user group and subject to the approval of the Facilities Director.
25. Tap dancing (performance and/or rehearsal) will be permitted only on the user provided installed dance floor and not in any other area of the facility. All tap shoes will be properly maintained and in good working order. Damage repairs made necessary by tap shoes in any area of the facility will be at the cost of the user organization.
26. Stage chairs are to be kept in chair storage and returned to storage after use. Use of stage chairs require prior approval from the Directors and are to be used for their intended purpose, not for standing on, or to paint scenery, etc.
27. Safety and etiquette regarding Center seats and stage are to be carefully observed. No feet or shoes are allowed on the Center's seats and/or seatbacks. No climbing over or jumping off the stage lip (the front edge of the stage).

D. Westby Area Performing Arts Center Front of House Rules and Regulations

The front of house will be considered areas outside the actual stage area (i.e. box office, and house seating area).

1. House Management will be arranged by the Center's Facilities and Technical Directors.
2. Westby Area School District reserves the right to hire security for any event. All charges for security will be billed to the user organization.
3. The posted Westby Area Performing Arts Center seating capacity (475) may not be exceeded in any circumstance as per fire code. The maximum number of event tickets available for sale and/or distribution will be at the discretion of the Directors.
4. Westby Area School District reserves the right to require the use of tickets for no fee general admission events that are anticipated to approach the seating capacity.

5. Food and drink of any kind are prohibited in the front of the house at any time.
6. Appropriate behavior will be expected of all patrons at all times.

E. Westby Area Center for the Arts User Fees

User fees are charged to non-Westby Area School District organizations based upon the following types of groups:

- Group A: In-District Not-for-Profit (Ex. Parent booster clubs, community youth groups (4-H), community organizations (Lions, Sons of Norway, Chamber)
- Group B: Out-of-District Not-for-Profit **or** In-District For-Profit
- Group C: Out-of-District For-Profit

See **Appendix A** for Fee Structure and amounts.

Note: Any event that pays an artist or performance fee and/or charges an admission is considered a For-Profit group and charged fees accordingly. All Non-Profit groups must provide current 501(c)(3) documentation.

F. User Organization Agreement

The applicant agrees to abide by the rules, regulations and policies formulated by the Westby Area School District regarding the use of its facility, agrees to pay expenses incurred and billed by the District, agrees to be responsible for careful and prudent use of the District facility, and to be responsible for any damages which occur. Further, the applicant as lessee, will indemnify and save harmless the Westby Area School District (lessor) from and against any and all loss, cost (including attorney's fees), damages, expenses, and liability (including statutory and liability under worker compensation laws) in the connection with claims for the damages as a result of injury or death of any person or property damages to any property sustained by the lessee, its employees, and all other persons which arise from or in any manner grow out of an act or neglect on or resulting from the use of lessor's facilities and equipment by lessee, lessee's agents, employees, and invitees, or any other person during the rental agreement. The School Board reserves the right to compel a showing of a financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing of the facility.

A Certificate of Insurance must be provided to the Westby Area School District prior to use of the facility. The Certificate of Insurance must list Westby Area School District as an additional insured and provide a minimum of \$1,000,000 of Commercial General Liability, a \$1,000,000 Umbrella, and \$300,000 of Fire Legal Liability. A Certificate of Insurance showing Auto and Worker Compensation coverage and limits acceptable to the Westby Area School District may be required as a condition of this lease agreement. The cost of the coverage is to be paid by the lessee.

In the event any fault or neglect by Westby Area School District or its failure to satisfy any obligations under the Use Agreement, the liability of Westby Area School District will be exclusively limited to the refund of any amounts paid by the user organization or due under the agreement.

Authorization for use of the school facilities will not be considered as an endorsement of or approval of the activity, group, or organization nor the purpose they represent.

The Westby Area School District is an equal opportunity employer and does not discriminate on the basis of race, national origin, religion, age, sex, handicap, disability or other basis prohibited by applicable fair employment laws or regulations.

ADOPTED: February 12, 2018

## Appendix A

### Westby Area Performing Arts Center Fee Structure

Groups wishing non-profit status must provide a valid 501(c)(3) certification at the time of application.

All users must submit a Certificate of Insurance as per the Westby Area Performing Arts Center Usage Policy with the signed contract. Failure to do so will render the contract null and void.

Facility	Group A In-District Not-for-Profit	Group B Out-of-District Not-for-Profit In-District For-Profit	Group C Out-of-District For-Profit
Theatre - Performance Two per day limit Does not include rehearsal fees	\$250.00/1st performance/day \$50.00/additional performance/day	\$500.00/1st performance/day \$75.00/additional performance/day	\$1,000.00/1st performance/day \$100.00/additional performance/day
Theatre - Rehearsal	\$100.00/first five hours/day \$20.00/additional hours/day	\$125.00/first five hours/day \$25.00/additional hours/day	\$250.00/first five hours/day \$50.00/additional hours/day
Band Room	\$15.00 first 6 hours-\$5.00 per additional hour	\$15.00 first 6 hours-\$5.00 per additional hour	\$15.00 first 6 hours-\$5.00 per additional hour
Choir Room	\$15.00 first 6 hours-\$5.00 per additional hour	\$15.00 first 6 hours-\$5.00 per additional hour	\$15.00 first 6 hours-\$5.00 per additional hour
Equipment			
Choral Shell setup (8 sections available)	\$10.00	\$10.00	\$10.00
Choral Risers (8 sections available)	\$10.00	\$10.00	\$10.00
House Large Screen Projection System	\$150.00/day	\$150.00/day	\$150.00/day
Grand Piano	\$100.00/day	\$100.00/day	\$100.00/day
Upright Piano	\$50.00/day	\$50.00/day	\$50.00/day
Conventional microphone (per microphone)	\$5.00/day	\$5.00/day	\$5.00/day
Wireless handheld microphone (per microphone)	\$10.00/day	\$10.00/day	\$10.00/day
Headset microphone			

(per microphone)	\$25.00/day	\$25.00/day	\$25.00/day
Lectern (includes 1 microphone)	\$20.00/day	\$20.00/day	\$20.00/day
4' x 8' Portable Staging (16" height) (12 available)	\$50.00	\$50.00	\$50.00
Orchestra Pit Apron Removal & Reinstall	\$600.00	\$600.00	\$600.00
Other Equipment (Subject to availability)	Estimate will be provided	Estimate will be provided	Estimate will be provided
<b>Labor Charges</b>			
Technical	\$25.00/day	\$25.00/day	\$25.00/day
Custodial	Estimate will be provided	Estimate will be provided	Estimate will be provided
Potential Additional Staff	Estimate will be provided	Estimate will be provided	Estimate will be provided
<b>Percentage Fee</b>			
	No Charge	<b>For Profit Only:</b> 6% of gross ticket sales	6% of gross ticket sales