

MUSKEGO-NORWAY SCHOOL DISTRICT
ADMINISTRATIVE PROCEDURE MANUAL

**SCHOOL-COMMUNITY
RELATIONS**

MUSKEGO HIGH SCHOOL PERFORMING ARTS CENTER USE

A. Procedures and Timelines for Users

1. The PAC Manager will review applications.
 - a. The Superintendent or designee reserves the right to deny or cancel use of school district facilities, even though the proposed use is in accordance with Board policies, if granting or continuing such permission would result in community dissatisfaction and criticism or would result in disruption or interference with the instructional program of the schools.
 - b. If approved, the user organization will receive a short-term use agreement with the estimated rental charges, and a bill for a deposit.
 - c. Appeal of denied application may be made in writing to the Superintendent or his/her designee within 30 days of the receipt of use denial.
2. The user organization must submit a deposit and a Certificate of Insurance with Muskego-Norway School District named as additionally insured, in a form with coverage limits consistent with section **E** of this Facility Use Policy and the Muskego-Norway School District Community Relations Policy.
3. A deposit fee of \$250 must accompany the building use contract within 30 days of the contract approval or prior to the scheduled use, whichever is earliest. The fee may be waived for school district related events. This deposit will serve to hold the reservation and will be applied to the balance due on the final invoice. The entire fee may be required with the contract at the discretion of the District.
4. If the applicant cancels the event, Muskego-Norway School District will retain the deposit. If the facility use is cancelled due to inclement weather, public emergencies or acts of God, the deposit will be applied to the new date, if the event is re-scheduled for a date within twelve (12) months of the original date. If the event is not re-scheduled, the deposit will be forfeit.

5. It is the responsibility of the user organization to:
 - a. Pay any state and county tax on sales.
 - b. Report all income to the Internal Revenue Service.
6. All permits are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules and regulations of the Board, the permit is subject to immediate cancellation. Upon notice by the PAC Manager or any duly authorized agent of the Board, such activity is to cease. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation.

B. District Policies Regarding Rental of Facilities

1. By accepting a short term use agreement, the user organization accepts responsibility for the school building and assigned property while the permit is in effect as indicated in section **E** of this agreement and to observe all applicable federal, state, and local laws and regulations, and all appropriate rules of the Muskego-Norway School Board.
2. Prior to its use, the PAC Manager must approve all activities and equipment being used in the PAC.
3. In the event of inclement weather, it is the responsibility of the user organization to determine their use of the space and for all public notifications concerning cancellation or continuation of the event. Rental charges will be billed if required to cover costs of equipment, labor, etc. Muskego-Norway School District shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God or from any other reason whatsoever.
4. Alcoholic beverages and tobacco are not permitted on Muskego-Norway School District premises, (Wis. Stats.120.12(20); 125.09(2). Food and drink will be permitted in designated areas only.
5. Each group using the school facility shall provide competent adult supervision adequate to ensure proper and careful use of the facilities involved. School district officials reserve the right to judge the apparent adequacy of such supervision and failure to provide such supervision will be grounds for immediate revocation of the permit and refusal of future permits to the group. Each group maintains exclusive responsibility for managing its employees, its agents, invitees or any other person during the rental agreement. This responsibility cannot be transferred to Muskego-Norway School District.

6. Organizations or individuals may not use district facilities without having a custodian on duty. When regularly scheduled custodial services are not available, a charge for the actual costs of custodial services will be made for all building users. Any overtime or additional costs incurred by the district, as a result of the agreement, will be billed to the user. A reasonable estimate of anticipated additional costs will be provided by the PAC Manager at the time of the reservation.

C. Policies Regarding Use of the PAC

1. The facility is owned and operated by the Muskego-Norway School District. The school facilities shall not be used for non-school purpose at any time which will interfere with the curricular or co-curricular programs of the school.
2. All technicians must be certified by the Muskego PAC Manager. A Muskego-Norway School District-certified technician or technicians must be present whenever the facility is being used by the user organization.
 - a. Call times for technicians will be made for a time suitably prior to a rehearsal/performance to allow for set-up and preparation.
 - b. All labor charges will be for a two-hour minimum.
 - c. All staff will receive overtime pay for any time above 40 hours per week or 8 hours per day, under the appropriate contract provisions.
 - d. Unscheduled labor may not be available.
 - e. One ten minute break must be given every 2 - 2.5 hours. Meal breaks must be given at least every five hours.
 - f. Extra charges may be assessed for custodial overtime, audio-lighting personnel, school district owned equipment, and general crowd supervision as determined by the district.
3. Muskego-Norway School District will provide a clean and unobstructed area for the event. It shall be the responsibility of the user organization to maintain and restore the area to such condition. Additional Muskego-Norway School District custodial or technical costs associated with maintaining and restoring the area will be billed to the group.
 - a. Any special technical requirements (including scenery load-ins, lighting plots, advance set-up, etc.) will be at the cost of the user organization and prearranged in a timely fashion.

- b. Any changes that have been made to the standard PAC house set-up must be restored at the cost of the user organization.
 - c. 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.
4. All facility time, labor, and equipment required for your event must be identified on the application for use agreement. Meeting last minute requests for additional time and labor may not be possible nor will the District guarantee that additional equipment will be available. Please check the inventory of lighting, sound, and materials.
 5. The PAC Manager has authority over the PAC, its control rooms, box office, dressing rooms, music rooms, studio rooms, and cafeteria refreshment area when required for performances or rehearsals for a scheduled event.
 6. All staging, electric and sound plots must have prior approval by the PAC Manager. Any setup deemed unsafe by the PAC Manager shall be modified to the satisfaction of the District as determined by the PAC Manager. The cost of any such modification shall be borne by the user organization.
 7. All scenery, wagons, scenic shift items, and/or equipment (lighting, sound, special effects, etc.) must be approved by the PAC Manager before they may be used in the facility. No construction will be permitted in the PAC or its adjoining areas. All scenery will arrive intact and ready for assembly during a prescheduled load-in. The user organization will be responsible for the strike and removal of all scenery items as well as the rental of necessary dumpster(s).
 8. No modification of the rigging system will be allowed. Any items to be flown or to otherwise utilize the rigging system must be approved by the PAC Manager. Absolutely no unsafe or questionable items will be hung or flown in the facility.
 9. No removal, relocation or alteration of the stage curtains. Requests regarding curtain hang changes must be made in advance to the PAC Manager.
 10. Any equipment required for a scheduled event other than equipment listed in the PAC inventory must first be requested in writing on a timely basis. In the event any equipment on the PAC inventory should become unavailable, the PAC Manager will inform the user organization on a timely basis.
 11. The user organization shall follow all fire code regulations regarding public performance, including the use of flame resistant materials for scenic or design purposes.

12. The PAC lobby shall be free of any obstructions and must conform to fire code regulations. Any tables or displays placed in the lobbies shall be approved by the PAC Manager prior to set-up.
13. Any use of open flame, pyrotechnics, smoke or chemical fog, hazers, etc. are strictly prohibited unless prior approval of the PAC Manager is obtained. If aforementioned materials are used without prior approval, the PAC staff shall have the right to discontinue the performance.
14. The user organization shall not post signs or affix banners to the building without the prior consent of the PAC Manager.

No items may be attached or mounted to the physical structure without prior approval. No items or hardware may be affixed to the stage floor or adjoining PAC area. No holes may be drilled or other modifications made.

15. 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 PAC Manager. If contemplated, please submit sample materials in advance to the PAC Manager.
16. Parking for trucks or vans at the PAC loading 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 the designated parking lot.
17. While it is the group's sole responsibility to establish safe sound levels, the final sound output of any recorded or live performance may be monitored by the PAC Manager, who shall have the authority to change the levels, if required, during a performance. This includes any sound or AV equipment used in or around the PAC area.
18. Any broadcasts, telecasts, recordings, etc., require prior written consent of the PAC Manager.
19. The user organization is responsible for all licensing rights for the performance and novelty sales.
20. It is the responsibility of the user organization to remove all equipment, scenery, costumes, etc. immediately following the said rental, clean the dressing rooms and check the hall to secure all property belonging to the user. Any items to be returned will be sent C.O.D.

Any custodial time required beyond general cleaning will be billed to the user organization.

21. The user organization is required to inform all of their participants of the PAC 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.
22. No painting is allowed without prior approval of the PAC Manager. Glitter and/or glitter-like materials are prohibited in the PAC.
23. Only local calls are permitted from PAC phones.
24. Food and drink of any kind are prohibited in the PAC stage, house, and seating areas.
25. No one is allowed to operate any PAC equipment, unless previously approved by the PAC Manager or designee.
26. No one is allowed on the catwalks, video platform areas, and rigging stairs without the approval of the PAC Manager or designee.
27. Report any problems, including any loss or injury, in the PAC immediately to the PAC Manager or designee.
28. Only the school district may pay its employees for services rendered. The office of the PAC will, in turn, bill the permit holder for all salaries and fringe benefit payments. At no time shall any salary be paid directly to the employee. The school district, or its representatives, will stipulate the number of school district employees that are to be on duty for each activity.
29. No costumes or makeup are allowed in the PAC house and seating areas without the prior approval of the PAC Manager. Any additional cleaning and/or custodial time made necessary by this or any other activity will be billed to the user organization.
30. All groups performing tap dance will be required to use the PAC removable dance floor. Installation and removal of the floor will be performed only by the PAC Stage Crew. Tap dancing (performance and/or rehearsal) will be permitted only on the installed dance floor. All tap shoes will be properly maintained and in good working order. Replacement of the dance floor made necessary by improperly maintained tap shoes or any other cause will be at the cost of the user organization. Likewise, damage repair made necessary by tap shoes in any other area of the facility will be at the cost of the user organization.

D. Policies Regarding Front of House

1. During all public performances a Muskego-Norway School District certified House Manager, as designated by the PAC Manager, must be present a minimum of one hour prior to curtain time and must remain until all audience members have vacated the PAC. Any costs will be billed to the user organization. The permit holder shall be the first person in the building and the last one out - arriving at least fifteen minutes prior to other members.
2. The permit holder will have the authority to determine when to open doors at their discretion.
3. Ushers are the responsibility of the user organization.
4. Muskego-Norway School District reserves the right to hire security for an event. All charges for security will be billed to the user organization.
5. The posted PAC seating capacity may not be exceeded in any circumstance (Fire Code).
6. Upon written request from the PAC Manager, the user organization will provide four complimentary tickets per performance to the Muskego-Norway School District.
7. Food and drink of any kind is prohibited in the front of the house and on stage at any time.

E. Agreement

The applicant agrees to abide by the rules, regulations and policies formulated by the Muskego-Norway 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, shall indemnify and save harmless the Muskego-Norway 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 showing Commercial General Liability with Muskego-Norway School District named as additionally insured and a minimum per occurrence coverage limit of \$1,000,000 is required. A Certificate of Insurance showing Auto and Worker Compensation coverage and limits acceptable to the Muskego-Norway School District may be required as a condition of this lease agreement. The cost of this coverage is to be paid by the lessee.

In the event any fault or neglect by Muskego-Norway School District or its failure to satisfy any obligations under the Use Agreement, the liability of Muskego-Norway School District shall 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 shall not be considered as an endorsement of or approval of the activity, group, or organization nor the purpose they represent.

The Muskego-Norway 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.