

West Delaware - Erling B. and Dorothy E Hanson Auditorium Application/Contract

Renter has inspected the premises and accepts the use of the premises as is. Renter agrees to indemnify and hold harmless West Delaware Community School District from any claims of an kind, including but not limited to: attorney fees arising from the sue or occupation of the premises by renter, renter guests, invitee, agents employees or any independent contractors working for the benefit of renter. Renter further agrees to comply with all applicable ordinances and laws.

The renter shall find the premises to be clean and in safe condition and hereby agrees to leave said premises and surrounding areas adjacent to the Auditorium in clean and safe condition. Failure by the renter to adhere to this provision, will subject renter to forfeiture of damage deposit. The renter also agrees to abide by all rules and regulations that are attached and made a part of this contract. The renter is responsible for damage or breakage to any portion of the Auditorium and its property.

It is understood that this permit is not transferable and the holder is responsible for the maintenance of order and for any damage to the building or equipment. The holder must pay the tax on any admissions. The applicant agrees to pay for the cost of police or fire protection if it is required. All school equipment such as projectors, public address systems, etc. must be operated by the authorized personnel and a fee will be charged for this service.

\*\*Final payment must be made 30 days following the event date.

\*\*Patrons must be a least 21 years of age to sign rental contract.

# West Delaware -Erling B. and Dorothy E. Hanson Auditorium

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701 New Street  
Manchester, IA 52057  
Phone 563-927-3515 ext 390 Fax 563-927-

## **Rental Information**

### **Fee Schedule breakdown**

- Category A:** District sponsored educational activities limited to student and school related functions.  
**Category B:** School groups for the purpose of fund raising.  
**Category C:** Non-profit event {Rental Charges may apply eg. \$100.00 per day}  
**Category D:** Revenue producing non-profit events. {Rental \$200.00 per day}  
1.) Admission fee permitted  
2.) Donation accepted  
**Category E:** Commercial ventures and other groups that do not have non-profit status.  
(Rental \$400.00 per day)

### **Additional fees (Categories C, D, and E only)**

- Auditorium Damage Deposit** - \$200.00. Will be applied to final rental invoice.  
**Grand Piano:** \$100.00 minimum fee  
**Upright Piano:** \$60.00 minimum fee  
**Orchestra Pit Fee:** \$500.00, variable with approval by Aud. Mgr  
**Box Office/Ticketing** available at an additional expense to be determined by Aud Mgr.

## **Personnel**

**West Delaware Auditorium provides the following personnel:**

- Auditorium Manager/Technical Director (required to supervise):** \$35.00/hr  
**Student/Adult Designee (Manager/Technician):** \$20.00/hr  
**Student/Adult Ushers, Ticket Takers, etc:** \$10.00/hr  
**Custodian:** \$30.00 (includes supplies for cleaning)  
**Specialist (e.g. District Electrician, Sign language interpreter, etc):** Various rates

**All fees subject to change\*please** note: Personnel is scheduled by the Auditorium Manager in consultation with presenting organization and in accordance with district policies in order to facilitate a safe and artistically pleasing performance. Consideration is given to set-up strike times as well as the restoration of the auditorium to its original condition.

## **Erling B. & Dorothy E. Hanson Auditorium - West Delaware Community School District**

### **User priority list**

West Delaware Auditorium is scheduled on a first come, first serve basis, in the event of a scheduling conflict, the following prioritized list will be used as a guide when considering requests for use:

1. School directed/related events
2. Student related events.
3. Community enrichment programs and events
4. City Park & Rec
5. Other non-profit meetings/events
6. Revenue producing non-profit events
7. Commercial ventures

### **Information concerning use of school facilities**

The auditorium manager shall facilitate all requests for use, impose or waive fees and schedule consistent with district policy and administrative/school board directive. Every effort will be made to provide community access to the auditorium during non-school hours.

The auditorium manager shall have the authority to deny presenting organization facility access during any non-school time period when he/she, an authorized designee or required technical/custodial services are not available to insure that building operations and security needs can be provided. Theater rental during holiday schedules must be predetermined by staffing availability. Funding for these services and other personnel costs are the responsibility of the presenting organization.

It is the responsibility of the presenting organization to provide insurance coverage {\$1,000,000 in liability) for the duration of the event. Under no circumstances will any member of the presenting organization including volunteers, staff and patrons be allowed in the auditorium without proof of insurance on file with the district.

### **Scheduling and billing**

The auditorium manager is responsible for all scheduling. Bookings for community use will normally be made after school district events are scheduled.

The presenting organization completes the application and returns it to the auditorium manager. A copy of the application is returned to the presenting organization for their records. Please be aware that the figures on the application are an estimated based upon information provided by the presenting organization. Final billing is established by the actual time of occupancy and the specific technical needs of the production.

Unless previous arrangements have been made, all props, musical instruments and other technical gear must be removed from the auditorium immediately following the final performance. The presenting organization is responsible for all labor cost required to return the auditorium to its original condition. This includes custodial as well as technical crew costs and excessive damage to the soft goods.

## West Delaware- Erling 8. & Dorothy E. Hanson Auditorium - RENTAL INFORMATION

Once a community or commercial group is scheduled, every effort will be made to accommodate all events. The auditorium manager schedules non-school district events on the calendar when the application has been signed and proof of insurance has been obtained. Cancellations need to be made a minimum of three (3) business days before the time the building is to be opened. Failure to notify the auditorium manager of cancellations will require the user to pay up to the total cost of the production's building use and labor fees.

In the event that severe weather or natural disaster causes school closure, the auditorium will be closed and the event must be rescheduled. All efforts will be made to reschedule the performance at the earliest mutually agreed upon available date; if no such date can be agreed upon, all fees collected will be returned.

### **Event procedures and guidelines**

Unless otherwise arranged, the lobby will be open to the public one hour prior to the start time of the event. The doors to the auditorium will open 30 minutes prior to the start time of the event. The auditorium doors will not be opened without consultation between the auditorium manager or trained designee and a representative of the presenting organization.

It is the responsibility of the presenting organization to comply with occupancy limits. If an overcrowding situation does arise, then the auditorium manager has the authority to deny access and/or shut down the event.

The Americans with Disabilities Act requires equal access for people with different capabilities. The presenting organization must provide their own interpreter if needed.

### **Conditions for rental**

Since the facility is on school district grounds, all school and school district related policies will be adhered to by all users this includes patrons, performers, volunteers and staff. As the presenting organization representative, you will be held accountable for the compliance of your group and patrons with all conditions for rental and school district policies. Organizations or individuals that do not abide by the regulations will be denied access to school facilities.

All production requirements must be approved by the auditorium manager. Technical needs such as sound, light, stage settings and props should be submitted in writing and discussed with the auditorium manager a minimum of two weeks prior to scheduled load in of the production. Please consult with auditorium manager before delivering any equipment, props, costumes, sets or supplies. Members of the presenting organization must arrive at the time indicated on the application. Under no circumstances is any member of the presenting organization allowed in the building without either the auditorium manager or a district designee on site.

**Guidelines for rental**

The following guidelines are expected of all performers, patrons, volunteers and assistants:

- 1 West Delaware Community School District is a Drug Free Zone. There will be no alcoholic beverages, illegal drugs or drug paraphernalia in school facilities or on school grounds.
- 2 There will be no tobacco use in school facilities or on school grounds
- 3 Individuals using school facilities shall agree to abide by all applicable laws, rules regulations and policies.
- 4 The auditorium and those using it are to be regarded with esteem. This includes the use of language, voice and the placement of equipment or one's body. (Behaviors such as horseplay, yelling, harsh/vulgar or threatening language, misuse of equipment and the propping up one's feet on a seat or the stage apron are not acceptable.)
- 5 The consumption of food or drink will not be allowed in the Auditorium
- 6 As appropriate, men and women will remove their hats while indoors.
- 7 The operation of all equipment in the auditorium will be by qualified staff only as determined by the auditorium manager.
- 8 Groups or organizations using school facilities do so at their own risk and at the risk of their own materials and equipment which may be used or stored on school premises.
- 9 Personal belongings and valuables are the responsibility of the owners
- 10 Electronic devices must be turned off prior to entering the auditorium.
- 11 Disorderly conduct or abuse of the building may result in forfeiture of the right for future use.

I have read the above information and agree to the conditions and guidelines as presented.  
I accept responsibility for maintaining compliance with Governor Reynold's current or future orders allowing facilities to open including: supervision of required capacity limits, supervision of required social distancing practices, mask requirements, sanitization requirement, and hygiene requirements.

Responsible party's name (please print)	Signature	Date

Approved: \_\_\_\_\_ Reviewed: \_\_\_\_\_ Revised: \_\_\_\_\_

**Iowa Association of School Boards**

**User's Insurance Requirements**

- A. The user shall purchase and maintain such insurance as will protect the User from claims set forth below which may arise out of or result from the User's operations under the contract, whether such operations be by the User or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims under Worker's Compensation, disability benefit, and other similar employee benefit acts;
  2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employee;
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the User's employee
- B. The insurance to be maintained by User shall be written as follows:
1. Workers Compensation and Employers Liability insurance as prescribed by Iowa law or the minimum limits shown below
    - i. Iowa Benefits Statutory
    - ii. Employers Liability
      1. Bodily Injury by accident \$500,000 each accident
      2. Bodily injury by disease \$500,000 each accident
      3. Bodily injury by disease \$500,000 policy limit
  2. Commercial General Liability Insurance combined Single Limits shown below covering Bodily Injury, Property Damage and Personal Injury;
    - i. General Aggregate Limit \$2,000,000
    - ii. Products - Complete Operations -Aggregate Limit \$2,000,000
    - iii. Personal and Advertising Injury \$1,000,000
    - iv. Each Occurrence Limit \$1,000,000
    - v. Fire Damage Limit (for one fire) \$100,000
    - vi. Medical Damage Limit (any one person) \$5,000

This insurance must include the following features:

- a Coverage for all premises and operations
- b Personal and Advertising Injury
- c Operations by independent contractors
- d Contractual Liability coverage
- e Coverage for property damage underground or damaged by explosion or collapse (XCU)

3. Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
4. Umbrella/Excess Insurance -At User's option, the limits specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.
5. Additional Insured - The User will include the (School) as additional insured on all policies except Workers' compensation as respects all work performed.
6. Insurance Certificates - Each policy noted above shall be issued by an Insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the school. These insurance policies shall not be canceled without at least 10 days prior written notice to School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the school prior to the commencement of this lease.
7. The Company and the User expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

C. Subrogation;

To the extent that such insurance is in force and collectible and to the extent permitted by law, School and User each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to contractor's equipment, tools and other personal property as well as automobiles.

The user shall furnish the school district with a certificate of insurance acceptable to the school district's insurance carrier before the Facilities Request and Use Agreement is issued.

Dated at \_\_\_\_\_ Iowa this day of \_\_\_\_\_ 20

\_\_\_\_\_ West Delaware Community School District

(Organization)

By \_\_\_\_\_

By \_\_\_\_\_

(user)

(Superintendent)

Title \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

(Board Secretary)

\_\_\_\_\_

(revised 1/2019)