## RENTAL AGREEMENT

## for

# **Lockport High School Auditorium**

Maximum occupancy 820 people

#### LHS Auditorium Use for Rehearsals – 4 hours

- No audience present
- Fee \$150 per rehearsal (for established 501(c)(3) non-profit groups), \$300 per rehearsal (all other groups)
- Includes the use of the auditorium itself consisting of the stage, backstage area, stagecraft room and dressing rooms
- Renter must return the facilities to the same condition in which they were presented. Any
  custodial overtime incurred will be billed at \$26 per hour. This pertains to all buildings and
  grounds. Usage time includes all set-up and tear-down/clean-up by renter.
- Event(s) must be done by 10 pm

#### LHS Auditorium Use for Performances – 5 hours

- Audience present 737 seats available
- Fee \$300 per performance (established 501(c)(3) non-profit groups), \$600 per performance (all other groups)
- Includes the use of the auditorium itself consisting of stage, seating, backstage area, stagecraft room and dressing rooms, the lobby, box office and coatroom, as well as public restrooms, which will be made available for performance times only.
- Renter must return the facilities to the same condition in which they were presented. Any custodial overtime incurred will be billed at \$26 per hour. This pertains to all buildings and grounds. Usage time includes all set-up and tear-down/clean-up by renter.
- Event must be done by 10 pm

All rehearsals and performances must be overseen by the Lockport High School Stage Director at a rate of \$63 per event. In addition, all groups must pay for (4) four LHS stage crew students at minimum wage rates. This is mandatory. Other mandatory charges may include a building supervisor for Saturday, Sunday, or non-school day events.

Renter is solely responsible for any and all marketing to promote their show/event, including the sale of tickets. Renter is also responsible to provide staff for box office, including a minimum of (4) four ticket takers/ushers as required by the fire code. (Emergency exits are clearly marked and should be noted by ushers).

#### Please note:

Where admission fees are charged, rental of the auditorium can only be for meetings, entertainments and such occasions when the proceeds are to be expended for an educational or charitable purpose. However, the usage of the auditorium is not permitted if it is under the exclusive control of the organization and the proceeds are to be applied for the benefit of a society, association or organization of a religious sect or denomination, or of a fraternal, secret or exclusive society or an organization other than organizations of veterans of the military, naval and marine service of the United States and organizations of volunteer fire fighters or volunteer ambulance workers (s414(1)(d). See attached.

If charging admission, renter must provide a detailed accounting of receipts, expenditures, and where the profits went. This must be provided within 30 days after the event.

Renter is responsible for all cleaning and backstage maintenance, including the stagecraft room, during renter's use of the facilities. Renter is responsible for all licenses, royalties, permits, copyrights, patents, trademarks and franchises that are incorporated in its production and is solely responsible for any fees associated with such and to gain permission for usage. Proof of licensing may be required with the contract.

Hours exceeding above ranges will be billed at \$100 per hour regardless of non-profit or for profit status. Proper verifiable proof must be submitted for non-profit prices.

Renter must return the facilities in the same condition in which they were presented. A \$200 damage deposit must be paid at the time of booking and will be returned within two weeks after walk through has been performed. Any cleaning made necessary by renters use will be billed to renter directly at the rate of \$26 per hour. This pertains to all buildings and to the grounds. Usage time includes all set-up and tear-down/clean up by the renter.

All LHS facilities are rented "as is". Decorations and like items cannot be taped, tacked or glued to the walls or any portion of LHS property. Smoke machines, rose petals, glitter, confetti, bubbles, etc. are not allowed. All eating must be done in the cafeteria. Damage to any part of LHS, its buildings and ground, will be billed directly to the renter.

All functions using Lockport High School must be <u>concluded by 10 pm regardless of start time</u>. LHS is located in a residential neighborhood and local noise ordinances must be obeyed at all times. Renter is solely responsible for breaking ordinances and for the payment of any fines levied.

All deliveries connected to rentals, including flowers, must be scheduled with the high school office. Lockport High School is not responsible for rented items delivered in advance of a function, or left behind after a function. Renter must obtain any permits necessary by law for their event.

#### **Deposit Information**

A non-refundable deposit of 50% is required upon signing of agreement. The balance is due 30 days prior to the event. If the contract is signed within the 30-day time frame, then the total fee is required upfront.

All fees are subject to change. All rentals are subject to approval by the Superintendant of Schools.

### Rental Agreement Guidelines:

Preference will be given in the following order:

1<sup>st</sup> Priority. District/building level events that involve only our students. Application must be made by May of prior year for school calendar inclusion. No fee.

2<sup>nd</sup> Priority. Non-profit community level events that involve 70% or more of enrolled Lockport City School District students will be charged 50% of the non-profit fee schedule in the rental agreement. Participant roster must be provided. Application may be made 90 days prior to the event.

3<sup>rd</sup> Priority. Non-profit groups with a 501(c) 3 status will be charged the non-profit fees in the rental agreement. Application must be made 80 days prior to the event. A copy of the tax exempt status must be attached to the agreement.

4<sup>th</sup> Priority. All other groups will be charged the regular rental fees in the rental agreement. Application may be made 70 days prior to the event. To ensure the guidelines in Education Law are being adhered to, a copy of the revenue/expense report for the event must be provided to the district within 30 days of the event.

Name of Group:		
Priority level for scheduling:		
Date requested:		
Insurance certificate required: (priority 2,3,4)		
501(c)3 designation verified: (priority 2&3)		
Enrolled student roster attached: (priority 2)		
Profit/Expense report required: (priority 4)		
50% deposit received on: (priority 2,3,4)		
\$200 damage deposit received on: (priority 2,3,4)		
I have read the attached rental agreement and agree authority to bind my organization for these fees.	to the terms stated. I	also attest that I have the
Name of Person Requesting (write legible please)	Organization	