



Upson-Lee Fine Arts Center

262 Knight Trail • Thomaston, GA

30286 • 706-646-9447

RENTAL POLICY & AGREEMENT

The Upson-Lee Fine Arts Center is owned and operated by the Thomaston-Upson County School System for the primary purpose of providing state-of-the-art performance space to its students enrolled in fine arts courses of study. School system reservations of the U-L Fine Arts Center will receive priority, with the T-U Fine Arts Department receiving first booking privileges each year. Once Fine Arts Department events and performances are booked, the calendar is opened to all Thomaston-Upson Schools for booking requests. Requests for rental by organizations and/or individuals outside of the Thomaston-Upson County School System are subject to space available and cannot be considered beyond the time for which school system dates have been set. The Superintendent may approve an exception to these rental procedures and allow booking for an event outside of the current school calendar. Requests for exceptions must be made in writing to the Superintendent of Schools. Utilization of the Upson-Lee Fine Arts Center for a non-school function must be during non-instructional time. When renting the Fine Arts Center, it is to be closed and locked by 10 PM unless otherwise approved in advance by the Fine Arts Center Director.

The Upson-Lee Fine Arts Center is closed for events on the following holidays: Easter, Memorial Day, Independence Week, Labor Day, Thanksgiving holidays and Winter holidays (including Christmas Eve, Christmas Day, New Year's Eve and New Year's Day). No events are scheduled during holidays and school closings. The center is closed for up to 4 weeks during the summer for routine maintenance and repair. Dates for summer maintenance are determined jointly by the Upson-Lee Fine Arts Center Director and the Thomaston-Upson Director of Maintenance & Operations.

All contacts, here forth known from this point on as Client(s), will be responsible for completing an Upson-Lee Fine Arts Center Rental Contract prior to occupying the Fine Arts Center. All contracts, changes to contracts, additions, and cancelations must be in writing and submitted to the FAC Director for approval no later than five (5) calendar days prior to scheduled date.

Thomaston-Upson County Schools requires the Client to provide evidence of public liability insurance in the amount of \$1 Million. The policy must be valid for the time the Client will be occupying the Fine Arts Center. As evidence of the required coverage, the Lessee shall submit a certificate of insurance to the Upson-Lee Fine Arts Center, naming Thomaston-Upson County Schools, the Thomaston-Upson County Board of Education, its officers, employees and agents as additional insured, no later than 5 days prior to the scheduled event. The Client agrees to indemnify and hold harmless from, as well as defend Thomaston-Upson County Schools, the Thomaston-Upson County Board of Education, its officers, their agents, their employees, and assigns against any and all claims for liability or judgment for any injury to or death of any person(s) or damage to property whatsoever caused by, created by, or in any way connected with the use of the Fine Arts Center and surrounding facilities.

The Client herein shall be liable for all damages, caused through its own acts or the acts of any of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Client, to the building or any portion thereof or to persons or personal property upon the premises.

For the safety of persons occupying the Fine Arts Center and/or surrounding facilities, and the protection of the equipment, the FAC Director reserves the right to request the removal of any member of the Client's crew or any guest whose conduct or procedures are considered damaging to the equipment and facilities or hazardous to the safety of any person(s) occupying the space.

Thomaston-Upson County Schools requires the Client to agree to and abide by the following safety policies:

- Only approved theatre staff may operate the fly system, lighting system, and sound system.
- Only approved production staff may occupy the booth and catwalks.
- The Client may not run wires or cables into the Fine Arts Center at any time unless prior arrangements have been made with the FAC Director.
- The Client may not alter or modify any equipment owned by the facility.

- **The Client may not exceed the maximum seating capacity of the theatre house: 900 guests.**

.....
Thomaston-Upson County Schools' Upson-Lee Fine Arts Center also requires the Client to agree to and abide by the following rental & production rules and policies. **Please read and initial next to each FAC rule/policy indicating your knowledge of the rule/policy along with any/all fees and consequences for noncompliance.**

- _____ The Client must designate an Event Coordinator who will be present during the entire event.
- _____ The Client must designate 1 person to remain in the lobby throughout the entire event for security purposes. The Upson-Lee Fine Arts Center Director will determine the level of security necessary after reviewing a contract. The Client will be notified if additional security is necessary at an event, as determined by the FAC Director. This may be additional adult(s) designated by the Client for this purpose or may be paid security officer(s) at Client's expense.
- _____ It is the Client's responsibility to ensure that all individuals or groups have a designated supervisor, aged 21 or over, in the FAC at all times. Individuals or groups will not be admitted into the facility without the presence of the Client-designated supervisor or prior to the agreed access time. There will be no unsupervised children or students in the FAC. Disorderly conduct of any kind may result in the immediate cancelation of the rental contract and forfeiture of deposit. Following a rehearsal or event, the Client must remain at the FAC with all children under the age of 18 until they have been picked up by a parent/guardian.
- _____ The Client must become familiar with emergency procedures and evacuation routes for the Fine Arts Center.
- _____ The Client is required to have all lighting, staging, rigging, and sound needs approved by the FAC Director prior to the event.
- _____ All banners and signs need approval by the FAC Director and may only be hung in designated areas.
- _____ The Client must leave the facility (Theatre House, Stage, Dressing Rooms, Restrooms, Booth, Lobby, Hallways, Storage Rooms, and Outer Facilities) in a clean & orderly fashion. Client should walk aisles and pick up any trash left in the theatre prior to leaving the facility. All trash, including discarded food and food items must be removed from the center following each event. In the event the client does not comply, they will be charged for excess cleaning and/or repairs determined by the FAC Director.
- _____ The Client agrees to accept and assume sole responsibility for all royalty payments and copyright clearance. The Client will additionally accept responsibility for and absolve Thomaston-Upson County Schools from any liability or expense arising out of the use of any work or composition material covered by copyrights.
- _____ Any set painting MUST have prior approval of the FAC Director and must take place in the area assigned by the FAC Director with the aid of drop cloths. No painting is to take place near the stage curtains. Any paint found on the stage, curtains, carpet, or upholstery will result in a fee equal to the cost of cleaning or replacement for damages.
- _____ The Client must return the stage to the state it was found prior to the event. This means removing all props, equipment, etc. from the stage prior to exiting the building. The Client will be assessed a cleaning fee for items left on stage; items left will be discarded. Exception: The Client may coordinate with the FAC Director and be granted a later pick-up day/time of no more than 72 hours/3 days following an event.
- _____ No screws, nails, stage screws, staples, etc., are permitted on the stage. Nothing is to be

attached/anchored to the floors or curtains. All moving props or scenic devices must have approved casters, skids or gliders. All deck level cabling must be secured with cable protectors. **Only gaffer's tape (spiking tape) may be used and must be fully removed during load out. This tape may be purchased from the FAC and can be added to your final invoice.**

- _____ No open flames (candles or lighted fire) or pyrotechnics are allowed in the Fine Arts Center at any time. In addition, all banners, props, and decorations must be fire-resistant.
- _____ NO GLITTER (this includes art glitter and cosmetic glitter) is allowed inside the UL Fine Arts Center. It is the client's responsibility to ensure that the performers are aware of this. If glitter is brought into the theatre or dressing rooms, a cleaning fee will be charged to the client on the final invoice.
- _____ No bubbles or bubble machines without prior approval by the FAC Director.
- _____ The Upson-Lee Fine Arts Center requires a deposit equal to 50% of the estimated rental fee, payable at least 14 days prior to the rental. Once a reservation has been confirmed, all payments must be made in the form of a certified check or cashier's check made payable to Thomaston-Upson County Schools. (Requests to pay by company check may be made at the time of booking.) The Client will be issued a final invoice following the event where the non-refundable deposit will be deducted from the total amount due. All invoices must be paid within 15 days.
- _____ Non-profit groups must provide written proof of non-profit status - a copy of the IRS Determination Letter or 501(c)(3) form - to qualify for non-profit rental rates. Proof of non-profit must be presented with the rental application. Non-profits may not rent on the behalf of anyone else and a verified representative from the non-profit must be present at all times.
- _____ If the Client fails to pay any remaining balance owed to Thomaston-Upson County Schools, they will be charged a late fee of 15% of the entire rental cost. This is to include overtime as well as any extra charges incurred or requested.
- _____ NO SMOKING. NO VAPING. The Upson-Lee Fine Arts Center and its outer buildings are tobacco-free campuses. E-cigarettes are also prohibited. The Client **must** announce this prior to the performance/ production and must take action before, during, and after the production to ensure all those in attendance adhere to this policy. The Client agrees to adhere to all Georgia State Laws as well as Upson-Lee Fine Arts Center rules and policies forbidding the use and sales of tobacco as well as the consumption of any alcoholic beverages at any time. If the Client does not adhere to state law prohibiting alcohol and tobacco, consequences may include the cancelation of their performance/program or of any further activity on their contract.
- _____ NO ALCOHOL. Possession of alcoholic beverages on Thomaston-Upson School System property (school grounds and school facilities) is prohibited.
- _____ NO FIREARMS. The Upson-Lee Fine Arts Center is a state PK-12 public school facility, and Georgia law prohibits individuals, including holders of "weapons carry" licenses, from carrying a weapon into a school building. (Reference O.C.G.A.§ 16-11-127.1)
- _____ Use of the concession stand is available for a fee. Clients must provide their own paper/plastic products and food items. Clients are responsible for all clean-up of concession stand and removal of all trash and food items. If cleaning is insufficient and additional cleaning is required following an event, a cleaning fee will be charged to the Client. **No food or drink may be stored at the FAC.** Food and drink must load in and load out per the terms of

the contract.

- _____ **Excluding plain bottled water**, no food, drink, or gum are allowed inside the Theatre House at any time. Performers and patrons are required to consume their food and beverages outside the Theatre House (in the lobby and greenspace areas) at all times. It is the responsibility of the Client to enforce this policy during practices and performances. Failure to enforce this policy will result in an additional cleaning fee and may result in cancelation of the event and/or exclusion of future rentals.
- _____ The Upson-Lee Fine Arts Center is an extension of the Thomaston-Upson County Schools' campuses and thus is subject to the policies of the Thomason-County County Board of Education. Since the ULFAC is located on school property, the content of visual and performing arts must be acceptable for that population.

Non-Discrimination Statement:

No person or organization shall be excluded from rental or use of the ULFAC facilities because of age, race, color, religion, disability or national origin. Rental organizations may not discriminate against any person, group or organization or exclude them from the use of the facility or participation in rental activities. No rules or regulations may be promulgated by a renting organization.

In the event of inclement weather:

If the Thomaston-Upson School System is closed, ALL facilities are closed, regardless of whether or not there is an event scheduled in the Upson-Lee Fine Arts Center. This decision is made by Thomaston-Upson School System administration and not by the Client. Every effort will be made to reschedule the canceled event. If a suitable date/time cannot be agreed upon for rescheduling the event, all rental fees paid to T-U Schools for the canceled event will be refunded to the Client. The Thomaston-Upson School System will not be responsible for refunding any tickets sold for the event.

.....
Failure to adhere to the safety, rental, and production rules and policies detailed in the Upson-Lee Fine Arts Center Policy & Agreement may result in additional charges to Clients. The Upson-Lee Fine Arts Center reserves the right to amend these rules and/or supplement them at any time, at its sole discretion. Such new or revised rules and regulations shall be effective and binding upon Clients immediately after Clients have been given notice of such changes, verbally or in writing, and by any means of communication.

In accordance with the Thomaston-Upson County School System and the Upson-Lee Fine Arts Center rules and regulations, and on behalf of the Client, we hereby accept the terms as written in this agreement. We furthermore agree to the required deposit equal to 50% of the estimated rental fee to validate this reservation.

Thomaston-Upson County Schools reserves the right to cancel any event due to the Client's breach of contract, in which case the Client would forfeit the non-refundable deposit. Additionally, the Client may at any time cancel a contract and forfeit their non- refundable deposit.

Signed: _____ Date: _____
(Client)

Signed: _____ Date: _____
(FAC Director)