

LEXINGTON COUNTY SCHOOL DISTRICT THREE

FINE ARTS CENTER

TERMS OF CONTRACT

1. **Deposit:** User pays 25% of total fee \$_____ as a nonrefundable deposit with the return of this contract, which will be applied toward use charge in final billing. User agrees to make such deposits by check made payable to **Lexington County School District Three**.
2. **Return of Contract:** Date(s) requested by user is not considered firm until the **Lex3FAC** management approves the event(s) and the user returns the signed contract accompanied by the deposit. Contract and deposit must be returned within fourteen (14) days from date contract was written. Failure to comply automatically cancels the user's arrangements made with **Lex3FAC**.
3. **Liability Insurance:** User agrees to provide single limit public event liability insurance policy in which user is named as insured in the amount of one million dollars (\$1,000,000) covering bodily injury, including death and property damage, and shall provide a copy of the insurance as proof to **Lex3FAC** no later than ten (10) days prior to the contracted event.
4. **Services Provided:** (a) heating/cooling, (b) house lighting, (c) house sound system (d) events supervisor and services. All other expenses incurred by **Lex3FAC** will be accordingly billed to User.
5. **Damage to Lex3FAC:** User shall be responsible for the payment of any and all damages to the building, furnishings, fixtures, equipment, or grounds, whether caused by user or his patrons; normal wear and tear excluded. Payment for repair or damage to the premises shall be at the expense of the user.
6. **Complimentary Tickets:** User agrees to make ten (10) complimentary tickets available to **Lex3FAC**.
7. **Advertising:** User shall not advertise any performance or the appearance of any performer prior to the signing and approval of this contract, or until contracts between all parties involved have been properly executed and exhibited to the management prior to the signing of this contract. User agrees not to put up any displays within **Lex3FAC** premises without permission of **Lex3FAC**.
8. **Rehearsal:** Access to the facility for purposes of set-up/rehearsal is limited to one day prior, schedule permitting, or the day of the event. All details and time periods must be arranged through the management.
9. **Technical Requirement:** All equipment brought in by the user will be inspected by the management for possible safety violations, and the management will have the final approval and authority for the use of such equipment. Technical information from the producer to the management shall be firsthand.
10. **Staffing:** The management shall secure the necessary staffing, excluding security. The **Lex3FAC** staff retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. Other personnel, if needed, must be approved by the management. **Lex3FAC** reserves the right to exclude or eject any and all objectionable persons from the function or **Lex3FAC** premises without liability.
11. **Concession Sales:** It is the policy of **Lex3FAC** to prohibit the sale or consumption of food or beverages in the lobby or auditorium. The sale of souvenir programs, records, CD's, books, or any related merchandise commonly sold or dispensed in auditoriums may be permitted upon approval. Items may only be sold from two to three tables provided in the main floor lobby.
12. **Seating Capacity:** Persons will not be permitted inside the auditorium or other areas in excess of the established seating capacity. The management may be present to see that these guidelines and rules are carried out, and has the undisputed authority to delay the start of any performance, or if need be, to stop it at any time if any infractions of these rules are apparent.
13. **Control of Building:** **Lex3FAC** shall be at all times under the control of the management. The right is reserved at all times for any and all employees of **Lex3FAC** to enter the premises. The house is not opened, nor does an event begin, without the expressed permission of the management.

14. **Opening Hours:** It is the policy that **Lex3FAC** open the auditorium forty-five (45) minutes prior to any event.
15. **Default:** Should the **user** default in the performance of any of the terms and conditions of this contract, the management at his/her option may terminate the same. Failure to comply with the move-out deadline means the **user's** effects are abandoned and shall be disposed of by the management. Any deposit made by the **user** to **LEX3FAC** shall be retained and considered as liquidated damages.
16. **Copyright License:** The securing and payment of the copyright license fee(s) are the responsibility of the **user**. **User** will deliver proof of copyright license to **Lex3FAC** ten (10) days prior to the event. In addition, **user** agrees to defend, indemnify, and hold harmless **LES3FAC** against all claims, demands, costs, and expenses that **Lex3FAC** may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the event(s) described in paragraph 1. Failure to provide such proof may result in the cancellation of this contract with no penalty to **Lex3FAC**.
17. **Additional Regulations:** **Lex3FAC** reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interest of **Lex3FAC**; and such regulations shall be binding upon the **user**. All **users** shall comply with the laws of the United States of America and the State of South Carolina, with all ordinances, rules, and regulations of the County of Lexington and any regulations imposed by the Board of Trustees of Lexington County School District Three. Violation by the **user** will result in the cancellation of this contract.
18. **Indemnification and Hold Harmless:** **User** agrees to indemnify and hold **Lex3FAC** harmless from any and all liability arising from the use of the auditorium, lobby, dressing rooms, band or chorus rooms, or the **Lex3FAC** property in connection with use of the same by the **user**.
19. **Interim Operating Policy Procedures and Fee Schedules:** **Lex3FAC** reserves the right to amend fee schedules, operating policies, and procedures. All such amended policies, procedures, and fee schedules shall become effective and binding upon the **user** following thirty (30) days prior written notice of said amended policies, procedures, and fee schedules.
20. **Payment of Balance:** The balance of all fees must be paid by the **User** on the first day of any performance held in the Fine Arts Center. All fees must be paid by certified check or money order, made payable to Lexington County School District Three. Checks must be taken to or sent to the Director of Public Information **no later than 4:00 p.m. on the day of the first performance. Failure to comply with this will constitute the cancellation of all performances.** Any additional hours of usage not paid for prior to the event, will be billed to the **User**. Payment of additional hours must be made within (10) ten business days. **If first or only performance falls on a Saturday, Sunday or holiday, payment must be made on the last business day prior to the event.**

Lex3FAC RULES OF OPERATION

- A. All federal, state and municipal taxes applicable to this function shall be paid separately by the **User** in addition to the prices herein agreed upon.
- B. No food or beverages of any kind will be permitted to be brought into **Lex3FAC** by the patron or any of the **user's** guests or invitees from the outside.
- C. Alcoholic beverages are prohibited on the grounds and within the building.
- D. No smoking is permitted in any area of the building or on the grounds of the facility.
- E. **User** agrees to begin its function promptly on the scheduled time and agrees to have its guests, invitees and other persons vacate the designated function space at the closing hour indicated. The **user** further agrees to reimburse **Lex3FAC** for any overtime wage payments or other expenses incurred by **Lex3FAC** because of **user's** failure to comply with these regulations.

- F. It is understood that **user** will conduct its function in an orderly and respectful manner, and in full compliance with the rules of **Lex3FAC** management.
- G. In the event of breach of this agreement by **user**, **Lex3FAC** reserves the right to cancel same without notice, and without liability to the **user**. The amount paid by **user** for use of space shall be retained by **Lex3FAC** as and for liquidated damages; but this shall not preclude **Lex3FAC** from recovering its actual damages sustained by reason of any breach thereof.
- H. This agreement is contingent upon the ability of **Lex3FAC** to perform the same and is subject to inclement weather, accidents, or other causes beyond its control; and in such event, **Lex3FAC** shall not be liable beyond the amount paid to reserve the facility.

User Signature

Program Director/Lex3FAC

Type or Print Name and Title

Events Supervisor/Lex3FAC

Organization

District Representative

Date: _____, _____

Date: _____, _____