



PERFORMING ARTS CENTER USAGE AND HOLD HARMLESS AGREEMENT

This agreement is made by and between Lorena Independent School District (hereafter referred as Lorena ISD,) owner and operator of the Lorena Performing Arts Center (hereafter referred to as the “PAC”) and the below signed group or organization (hereafter referred to as “User.”)

1. **Revocable Agreement** – Lorena ISD hereby grants User a revocable agreement to use the PAC for the below agreed “Event.”
2. **Term** – The term of the agreement is from the agreed start to the agreed ending times.
3. **Deposit** – Upon acceptance of this agreement, User shall pay Lorena ISD a nonrefundable deposit of \$100 which will be applied toward final settlement. Should User cancel or not appear for the “Event,” Lorena ISD shall retain said deposit as liquidated damages and not as penalty.
4. **Payment** – Payment of final fees is due immediately following the “Event.” Payment shall be made by personal, cashier’s, or certified check made payable to Lorena ISD and may be delivered to PAC personnel or mailed to :

Lorena ISD
P. O. Box 97
Lorena, Texas 76655
5. **Expenses** – Lorena ISD shall furnish to the facility ordinary heating, lighting and air conditioning. Lorena will also provide the following services and equipment at User’s expense at the rates specified below:
 - a. Light board and technician - \$50 for the first hour per day and \$25 for each additional hour(s) per day for the “Event.”
 - b. Sound board and technician - \$50 for the first hour per day and \$25 for each additional hour(s) per day for the “Event.”
 - c. Additional personnel will be billed at the same rates as lighting and sound technicians.
6. **Protection of PAC** – User must not damage or mar or in any manner deface the PAC and may not cause or permit any fasteners (including, but not limited to, nails, hooks, tacks, or screw) to be included in any part of the PAC. User shall not use flammable materials such as bunting, tissue paper, or the like for decorations.
7. **Insurance** – User must furnish Lorena ISD with a certificate of insurance evidencing commercial general liability insurance insuring the “Event” operations contemplated by this Agreement and also the contractual assumption of liability arising from this Agreement with a limit of at least \$1,000,000 combined single limit for bodily injury and property damage liability. Said certificate shall name Lorena ISD as an additional insured and shall provide for at least 10 days notice of cancellation to Lorena ISD. User must furnish Lorena ISD with said certificate at least 7 days prior to the “Event.”
8. **Indemnification** – User agrees to conduct its activities so as not to endanger or damage any person or property. User agrees to indemnify, defend and hold harmless Lorena ISD, its officers, employees, agents or representatives from and against any and all claims, demands, suits, causes of actions, judgments, cost or expenses, for any and all loss, injury or damage, including death, to any person or property arising out of the use of the PAC caused by acts, omissions or negligence of User or its employees, agents or invitees.

9. **Force Majeure** – If the “Event” cannot take place, in whole or in part, because of an act of nature, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of Lorena ISD or which Lorena ISD is unable to avoid by exercise of due diligence, this agreement terminates immediately, and in such occurrence, User shall pay Lorena ISD only for items or expense or rental incurred by Lorena ISD that accrued prior to such occurrence, and Lorena ISD shall refund to User unearned fees or charges paid in advance. Lorena ISD shall make a pro rata refund of the fee paid for that period of the Term for which User does not have use of the PAC. Thereafter, neither Lorena ISD nor User shall have any further obligation or liability whatsoever to each other.
10. **Governing Law** – This agreement is governed by and constructed under the policies of the Lorena ISD School Board as defined in Community Relations: Non school Use Of School Facilities section GKD (Local) and the laws of the State of Texas and venue on any action, claim or dispute arising hereunder is McLennan County, Texas.
- a. **Scope Of Use** – The District shall permit non school use of the designated District facilities for educational, recreational, civic or social activities when these activities do not conflict with school use or with Board policy.
- Approval shall not be granted for any purpose that would damage school property or to any group that has damaged District property.
- b. **Nonprofit Fundraising** – The District shall not permit nonprofit organizations not affiliated with the District to conduct fundraising events on District property.
- c. **For-Profit Use** – The District shall not permit individuals or for-profit organizations to use its facilities for financial gain; however, the District shall permit private academic instruction, as well as public performances, recitals or presentations so long as no admission fee is charged, when these activities do not conflict with school use or with this policy.
- d. **Scheduling** – Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. (See board policy FM.) The Superintendent shall have authority to cancel a scheduled non school use if an unexpected conflict arises with a District activity.
- e. **Required Conduct** – Persons or groups using school facilities shall:
- i. Conduct business in an orderly manner.
 - ii. Abide by all laws and policies, including, but not limited to those prohibiting the use, sale or possession of alcoholic beverages, illegal drugs and firearms, and the use of tobacco products on school property. (See board policy GKA.)
 - iii. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

“I have read the Lorena ISD Performing Arts Center regulations and agree to ensure that they are enforced. By signing this document, I agree to assume responsibility for the conduct of all who work with the “Event.”

Organization: _____

By: _____
Signature of representative – Position within organization **Date**

Attest: _____
Signature of PAC Representative **Date**

Approval: _____
Superintendent **Date**