



TPAC

TIMBERLANE
performing arts center

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Policies Specific to the Performing Arts Center

The following regulations are those that apply to the use of the Timberlane Regional Performing Arts Center in particular. Please familiarize yourself with them prior to applying for rental, so that there will be a level of understanding sufficient to prevent unnecessary confusion and problems down the line.

Responsibility of the Applicant

1. The applicant and the organization will be held responsible for proper use of the facility. They must provide sufficient adult supervision to monitor the conduct of all the persons attending and shall see to it that the activities are confined to the areas and hours requested and agreed upon in the application.
2. In the event that property loss or damage is incurred during such use or occupancy of the Performing Arts Center or any district facilities, the amount of damages shall be decided by the appropriate school personnel and a bill for damages will be presented to the group using or occupying the facilities during the time that the loss or damage was sustained.
3. No reservation will be made until the application is returned and approved by the Director of the Performing Arts Center. No reservations shall be made for the use of the Performing Arts Center until the Facilities Use Form is approved by the Athletic Director and the Director of the Performing Arts Center.
4. Approval for the facility usage for a given year will not be granted until the beginning of the academic year. The academic calendar begins on September 1st and ends on August 31st. Exceptions will be considered on an individual basis.
5. Anyone considering renting the Performing Arts Center and wishing to take measurements or survey the area, shall stop at the office of the Director of the Performing Arts Center for permission to view the area.
6. Each organization must satisfactorily settle their account, including any additionally incurred damages, before additional dates for future events will be considered.
7. Applicants have the right to appeal any decision made regarding a rental agreement. Please refer to the general application guidelines for the appeals process.

Time Limits

1. During a school day as defined by the Timberlane School Board yearly calendar, permission for use of the Performing Arts Center may not be granted until 3:30pm and may not extend beyond 6:00am. Exceptions will be considered on an individual basis.
2. All facilities must be cleared within thirty minutes of the closing time indicated on the Performing Arts Center application.

3. Any exceptions to the time limit will be requested by the applicant in writing at least one week in advance and must be approved by the Director of the Performing Arts Center.

Cancellations

1. A written request for cancellation must be received at least three business days in advance of the agreed upon starting time. Failure to cancel shall obligate the applicant to pay a custodial service fee and any other expenses incurred.
2. Cancellation of permission to use the Performing Arts Center may be ordered by the Director of the Performing Arts Center whenever such action is deemed necessary in the best interest of the school district. Advance notice will be given to the renter to the extent that it is possible. Reminder: Postponement of school events may cause sudden change in the use of facilities.



Safety Coverage

1. Groups receiving permission to use the Performing Arts Center are responsible for the observance of local and state safety regulations at all times. In accordance with the local and state regulations, appropriate safety coverage will be required at all functions.
2. The applicant is responsible for arranging and paying for the appropriate safety coverage for the event. It is the responsibility of the renter to present proof to the Director of the Performing Arts Center at least three business days in advance of the event of the acquired safety coverage.

Drinking, Drugs, Profane Language, and Smoking

1. In compliance with state regulations, the use of alcoholic beverages, drugs, tobacco products, profane language, or gambling in any form is strictly forbidden on all school property.
2. Food and beverages are not allowed in the Performing Arts Center. No refreshments of any kind may be served unless approved. If approval is granted, serving refreshments shall be strictly confined to the agreed upon, designated areas.
3. At all events, no refreshments will be sold or consumed in the auditorium, recital hall, or classroom areas.



Custodial / Supervisory Care

1. Adequate custodial service is mandatory whenever the Performing Arts Center is being used. Each organization using the Performing Arts Center must agree to the assignment of custodial supervisory personnel for continuous duty during the time agreed upon in the application.

2. The Director of the Performing Arts Center will indicate the number of custodians required dependent upon the size of the event, the day of the week, and the number of rooms to be used, as well as the furniture setups that may be required.
 3. The renter will be charged the current custodial rate, which can be found on the [Performing Arts Center Pricing Agreement Forms](#).
 4. The fee to be charged will be based on when the custodian reported for the event and until he or she has finished the necessary cleaning up at the conclusion of the event.
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Policies Universal to the Use and Rental of Any Facility Owned by the Timberlane Regional School District

The following regulations are those set by the Timberlane School Board for the governance of all of the district's facilities and the rental of said facilities. Being a district facility, the Performing Arts Center falls under each of these regulations. Accordingly, please familiarize yourself with them prior to your application.

Eligibility of Organizations

Realizing the heavy demands for the use of facilities, the school district has created five categories of eligibility, listed here from highest to lowest in order of priority:

1. School Sponsored: These organizations are financially supported by the district.
2. School Related: The basis of existence for these organizations is directly school-related, and a school employee or parent of a district student must be the advisor.
3. Community and Municipal Organizations: These can be divided into the following sub-categories:
 - a. Organizations that exist in the confines of the district and are targeted for serving students.
 - b. Organizations that exist in the confines of the district and serve adults.
 - c. Religious groups.
 - d. Organizations that are sponsored by the recreation departments of the district's towns.
 - e. Other local and state municipal organizations.
4. Private Organizations: These groups must exist within the confines of the district.
5. Out-of-District Organizations

Note: Within each of the five categories above, each organization must be classified as either profit or non-profit.



Special Notes on the Eligibility of Organizations

1. School facilities will be made available to eligible groups when requests are not in conflict with school functions. The five categories of eligible organizations are listed above in their order of priority for scheduling. Should conflict with school-related use arise after agreement for use is made, the school-related use will generally take priority over the already scheduled organization. Exceptions will be considered when undue or extreme hardship might result to the contracting organization.
2. If, in the opinion of the superintendent or his/her designee, a group or organization demonstrates that it has a direct influence on Timberlane students, special considerations may be allowed.

General Guidelines for Facility Usage

1. School facilities will be made available to eligible groups when requests are not in conflict with school functions.
2. Should conflict with school-sponsored use arise after agreement for use is made, the school-sponsored use will take priority. Exceptions will be considered by the superintendent or his/her designee when undue or extreme hardship might result to the contracting organization.
3. Approval for facility usage for a given academic year will not be granted until the beginning of the academic year. The academic calendar begins on September 1st and ends on August 31st. Exceptions will be made only for the Performing Arts Center.
4. The rental of school facilities shall not be made to a minor.
5. A rental agreement is not transferable.
6. A rental agreement can be canceled by the Timberlane Regional School District, provided its provisions or intent are violated in any way.
7. No reservations for rental use of facilities may be assumed until written application is made and has been approved.
8. The district requires a current certificate of insurance, naming the Timberlane Regional School District as an additional insured party. Special event coverage is available through the district (see [Liability Coverage](#) below).
9. Renters who wish to use the kitchen equipment must employ a school food service worker. The District Director of Food Services will coordinate and approve applicants.
10. Additional custodial coverage or overtime must be coordinated and approved by the Director of Facilities.
11. Rental of school facilities does not include the use of athletic equipment, musical equipment, sound systems, audio/visual equipment, etc.
12. Per state law, all facilities of the Timberlane Regional School District are part of a drug-free and smoke-free zone. Alcoholic beverages and/or tobacco usage are not permitted on school ground or in any of the school buildings at any time.
13. A policeman is to be on duty at all town functions in all buildings, such as election, town meetings, etc. Additional police may be required at any function at the discretion of the principal and arrangements for police protection are the responsibility of the renter.

14. Sponsoring organizations shall provide sufficient, competent adult supervision, the amount of which will be agreed upon at the time that the authorization is issued.
15. Groups receiving permission are restricted to the dates and hours approved and to the building area and facilities specified, unless requested changes are approved in advance by the principal.
16. Organizations using the facilities in the School District assume responsibility for damage to property or equipment.
17. The Timberlane Regional School District, through its representatives, reserves the right to waive or adjust rental fees at its discretion.
18. Rental fees are to be paid to the Timberlane Regional School District.
19. The school district, at its sole discretion, may cancel an event due to inclement weather or unforeseen circumstances beyond its control.
20. Pursuant to the protection of school property, no school property is to be used for the operation of unauthorized motor vehicles, including (but not limited to) go carts, snowmobiles, skateboards, etc., unless authorized by the School Board or its agents.
21. The applicant has the right to appeal any decision made by a building principal, the Athletic Director, the Director of Maintenance, or the Business Administrator regarding the status or terms of a rental agreement. All appeal requests must be filed in writing with the Superintendent of Schools. The Superintendent will hear the appeal. The School Board will hear the issue only when an equitable resolution could not be reached between the Superintendent and the applicant.

Fees

1. The Timberlane Regional School District shall charge all renters appropriate fees to cover all additional costs incurred by the district that are necessary to accommodate the renter.
2. Fee schedules for each facility category are included in the appropriate appendix.
3. All fees shall be waived for school-sponsored events.
4. The Timberlane Regional School Board shall designate a committee to evaluate and update fee schedule for all facilities on an annual basis.
5. A non-refundable deposit of 50% of the total cost for the rental agreement must be paid by the applicant at the time that the application is approved by the district. Billing for remaining rental fees, custodial costs, and other expenses from the rental agreement will be sent to the applicant within five business days of the completion of rental. Payment of these services will be expected within ten business days of the billing date.
6. All checks should be made payable to the Timberlane Regional School District.

Liability Coverage

1. Indemnification: In consideration for allowing the rental of school facilities and in full recognition of the school board's fiduciary responsibility to protect owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor; its board officers and employees, to the fullest extent permitted by law, from any claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all Lessor facilities, by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.
2. Insurance: As evidence of its financial ability to indemnify the Lessor, during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance naming the Lessor as an Additional Insured shall be provided. Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.