

YORK COMMUNITY AUDITORIUM

York HS Principal's Message

Educators, Students, and York Community:

We are thrilled to welcome everyone back to the York Community Auditorium. It has been a long two years with restrictions and changes but the YCA staff is ready to host concerts, special events, commencements, and any other community-based opportunities. We are still in awe every time we walk into the auditorium and we cannot wait to see it filled with our entire student body this year. It has been a while and we look forward to bringing our whole school community together again. It is a beautiful venue that we are so fortunate to have right here at York High School. And even though it is housed in our school, this facility is for everyone. Please come and enjoy this very special place.

Thank you,

*Amanda Suttie and Mike Bennett
Co-Principals at York High School*

YCA Manager Message

Welcome to all Performing Artists, Art Supporters and the York Community,

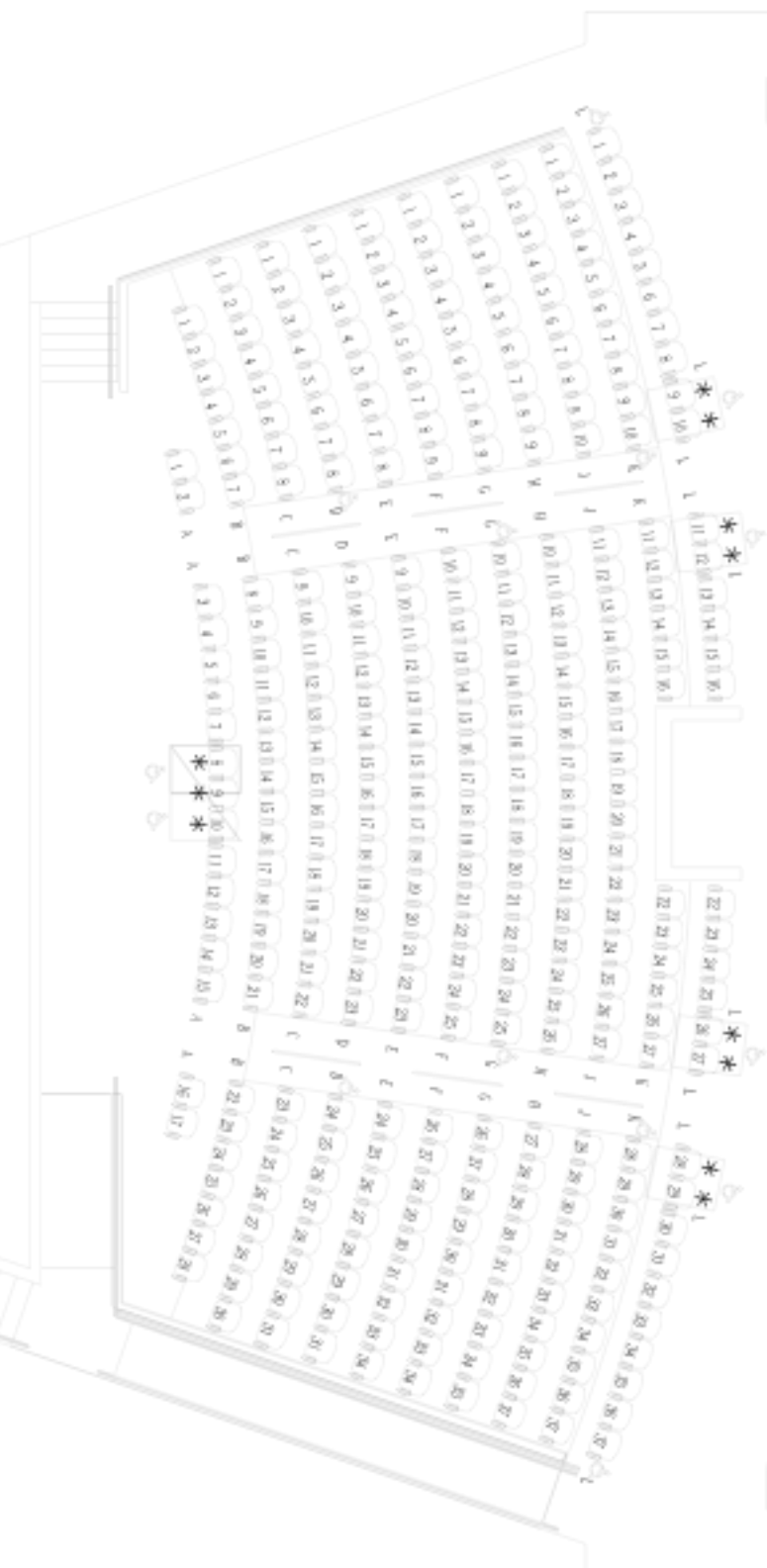
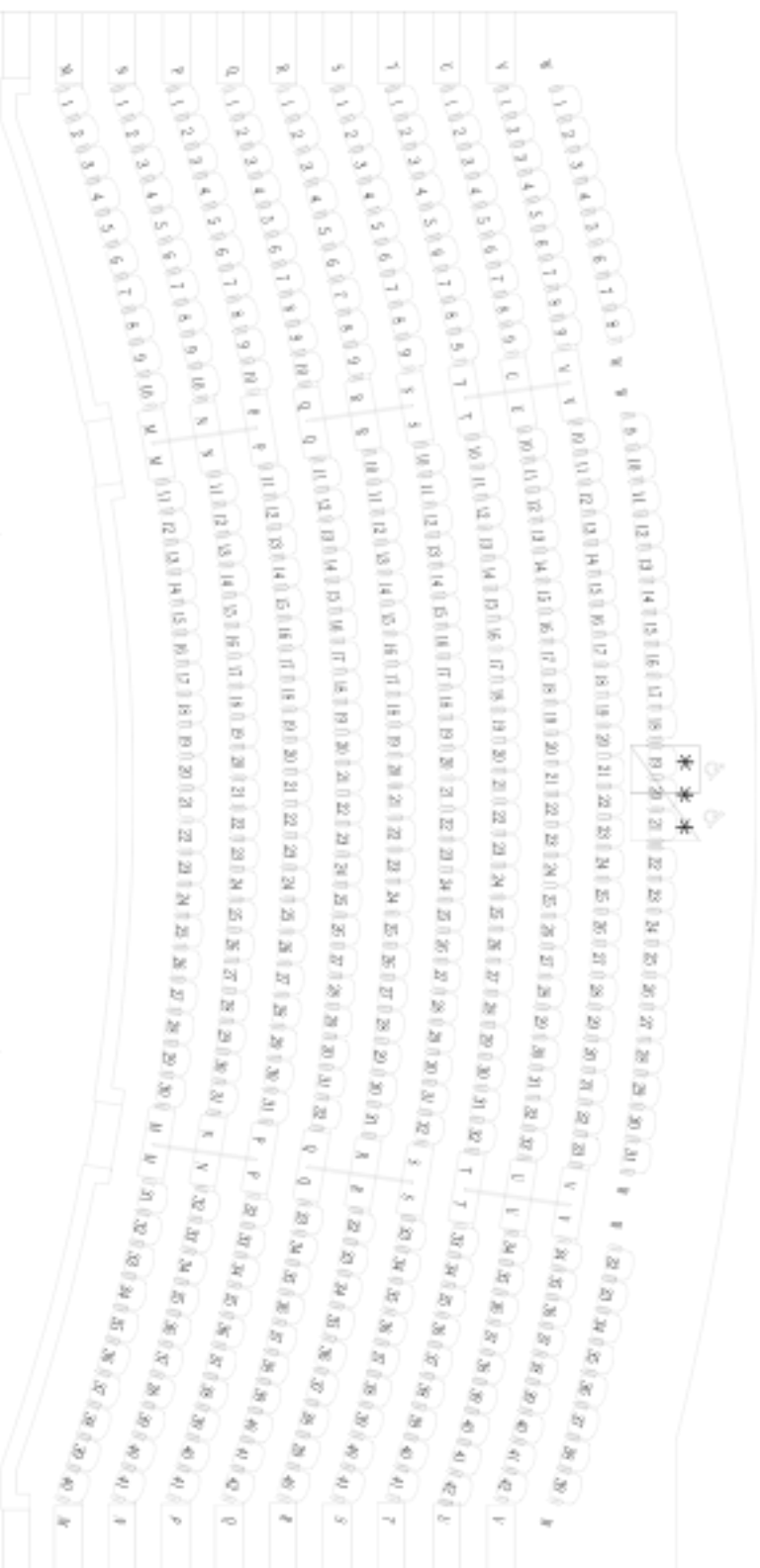
I am extremely excited to welcome you to our new state-of-the art YCA (York Community Auditorium). As a community, we are very pleased to offer this beautiful state-of-the art facility for performances, presentations, lectures and ceremonies, and we trust you will also share in our enthusiasm. Each event will remind us that the people involved demonstrate their talents and strengths, which then provides great enjoyment to those presenting and those in attendance. These performers put forth their very best efforts in the Arts with practice, dedication, hard work, talent and the pursuit of educational excellence.

Once again I welcome you to the York Community Auditorium. I hope you enjoy our beautiful facility.

*Paul A. Santerre
YCA Manager*



YORK COMMUNITY AUDITORIUM



**DETAILS
POLICY OF USAGE**

The York Community Auditorium is adjacent to York High School in York, Maine and is a 750-seat, state-of-the-art performance facility. This facility is designed to accommodate music, theater and dance performances, as well as movies, presentations and ceremonies.

<u>BUILDING:</u>	<u>FACILITY:</u>	<u>YORK SCHOOLS & MUNICIPAL</u>	<u>NONPROFIT Entities that provide a service or program clearly complimentary to the School's core mission of providing support and learning opportunities for the students per event.</u>	<u>NON PROFIT per event</u>	<u>FOR PROFIT or Private Individuals/ General Public per event</u>
YHS	Auditorium includes backstage dressing rooms	NO CHARGE	NO CHARGE	\$500/day or \$250 (4hrs or less)	\$1000/day or \$500/ (4hrs or less)
YHS	Multi-Purpose Room	NO CHARGE	NO CHARGE	\$100/day or \$50/(4hrs or less)	\$100/day or \$50/(4hrs or less)
YHS	Chorus Room	NO CHARGE	NO CHARGE	\$100/day or \$50/(4hrs or less) (free with use of auditorium)	\$100/day or \$50/(4hrs or less) (free with use of auditorium)
YHS	Band Room	NO CHARGE	NO CHARGE	\$100/day or \$50/(4hrs or less) (free with use of auditorium)	\$100/day or \$50/(4hrs or less) (free with use of auditorium)
<u>GENERAL SPACES:</u>					
ALL	Classroom / Conference room	NO CHARGE	NO CHARGE	\$40/day or \$20/(4hrs or less)	\$80/day or \$40/(4hrs or less)
YES	Gymnasium	NO CHARGE	NO CHARGE	\$100/day or \$50/(4hrs or less)	\$150/day or \$100/(4hrs or less)
CRES	Gymnasium	NO CHARGE	NO CHARGE	\$125/day or \$75/(4hrs or less)	\$175/day or \$125/(4hrs or less)

YMS	Gymnasium	NO CHARGE	NO CHARGE	\$175/day or \$100/(4hrs or less)	\$225/day or \$150/(4hrs or less)
YHS	Gymnasium	NO CHARGE	NO CHARGE	\$250/day or \$125/(4hrs or less)	\$300/day or \$175/(4hrs or less)
VES	Cafeteria (but not kitchen)	NO CHARGE	NO CHARGE	\$80/day or \$40/(4hrs or less)	\$80/day or \$40/(4hrs or less)
CRES	Cafeteria (but not kitchen)	NO CHARGE	NO CHARGE	\$80/day or \$40/(4hrs or less)	\$80/day or \$40/(4hrs or less)
YMS	Cafeteria (but not kitchen)	NO CHARGE	NO CHARGE	\$100/day or \$50/(4hrs or less)	\$100/day or \$50/(4hrs or less)
YHS	Cafeteria (but not kitchen)	NO CHARGE	NO CHARGE	\$100/day or \$50/(4hrs or less)	\$100/day or \$50/(4hrs or less)
YMS	Wildcat Room	NO CHARGE	NO CHARGE	\$75/day or \$25/(4hrs or less)	\$100/day or \$50/(4hrs or less)
ALL	Kitchen (staff and cleaning costs apply)	NO CHARGE	NO CHARGE	\$75/day or \$25/(4hrs or less)	\$100/day or \$50/(4hrs or less)
ALL	Library	NO CHARGE	NO CHARGE	\$75/day or \$25/(4hrs or less)	\$100/day or \$50/(4hrs or less)
<u>STAFF:</u>					
YHS	Auditorium Manager (required)	NO CHARGE	\$34 PER/HR	\$34 PER /HR	\$34 PER/HR
YHS	Technical support (incl. sound and lighting booth, projection, follow spots)	NO CHARGE	\$25 PP PER/HR	\$25 PP PER/HR	\$25 PP PER/HR
YHS	Stage Hand	—————	\$20 PP PER/HR	\$20 PP PER/HR	\$20 PP PER/HR
YHS	Usher/Ticket Sales	—————	\$18 PP PER/HR	\$18 PP PER/HR	\$18 PP PER/HR
YHS	Fire Watch	NO CHARGE	\$34 PER/HR	\$34 PER /HR	\$34 PER/HR
ALL	custodian	NO CHARGE	\$34 PER/HR	\$34 PER/HR	\$34 PER/HR

		Rate set and billed directly by the York Police Department	Rate set and billed directly by the York Police Department	Rate set and billed directly by the York Police Department	Rate set and billed directly by the York Police Department
YHS	public safety				
<u>EQUIPMENT:</u>					
YHS	grand piano	NO CHARGE	NO CHARGE	\$100	\$200
YHS	piano tuning	NO CHARGE	NO CHARGE	\$150 if requested	\$150 required
YHS	sound shells and/or choral risers	NO CHARGE	NO CHARGE	\$50	\$100
YHS	lighting & design	N/A	N/A	N/A	N/A
YHS	projector	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
YHS	follow spot	NO CHARGE	NO CHARGE	NO CHARGE	\$50 per spot
YHS	merchandise	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE

FACILITIES SPECS

Loading Dock:

8ft -W x 10'-0 H – Diagonal – 12'-9”

Height from street level – 2'-11’



There are two dressing rooms that can accommodate *fifteen* people per room
 Each has access to lockers, countertops, outlets and a bathroom with toilet and sink.

STAGE DIMENSIONS

Proscenium Width	52' –
Proscenium Height	19' – 4"
Deck to Grid Height	40' – 5"

Stage height from house	2' - 1"
Stage Right Wing (less 3ft stairs)	19' - 4"
Stage Left Wing	19' - 4"
Tormentors SR & SL (closed) 6'-2" wide	12' - 4"
Total width of stage including wings	70' - 7"

<i>POSITION</i>			
Booth			95'
FOH Mix Position			44' -4"
-----			-----
FOH Catwalk			34'
No. 2 Box Boom			28' - 5"
No. 1 Box Boom			24'
Downstage Edge of Stage			9'4"

Lineset Schedule

	Proscenium Line	0' - 0"			
<i>LIN E SET</i>	<i>POSITION</i>	<i>DISTANCE FROM PROS. LINE</i>	<i>TYPE</i>	<i>DIMENSIONS</i>	<i>FABRIC</i>
	Screen	0'6"	Dead Hung		
	Tormentor SR & SL	0' - 8"		6'0' wide	Hard

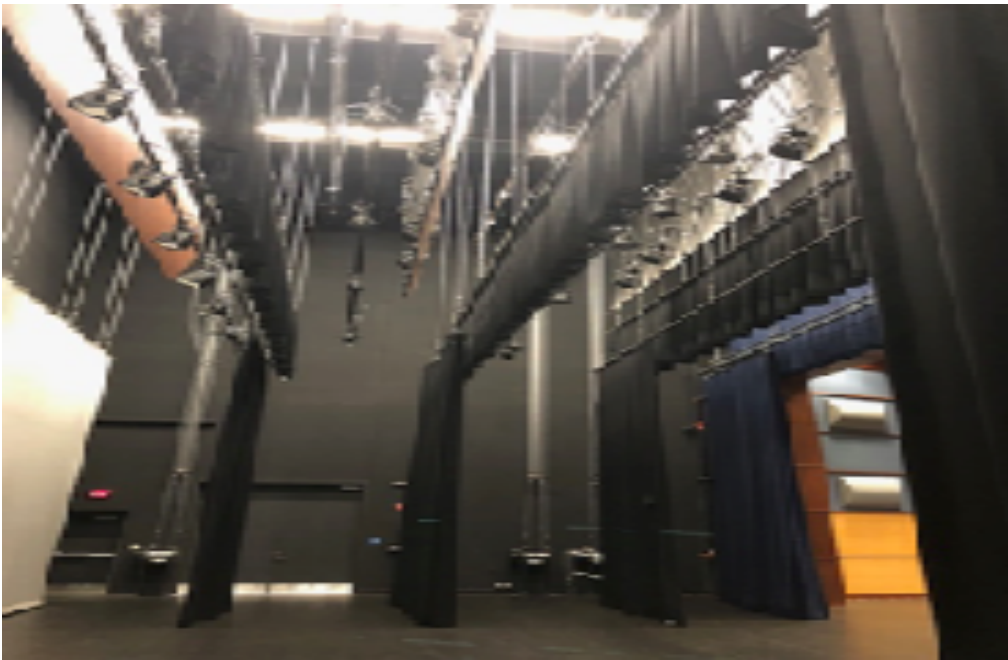
1	Valance	2'3"	Dead Hung	6 feet - 0 inches high x 54 feet - 0 inches wide, 50% fullness	IFR 25 oz, Charisma,, Navy
2	Main Curtain	2' - 11"	Dead Hung	2 @ 20 feet - 0 inches high x 30 feet - 0 inches wide, 50% fullness	IFR 25 oz, Charisma,, Navy
3	No. 1 Electric	4" - 11"	Prodigy Hoist	54"-0' wide - Max Load - 1000	NA
4	No. 1 Border	7" - 8"	Dead Hung	6 feet - 0 inches high x 54 feet - 0 inches wide, 50% fullness	IFR 22 oz, Encore, Black
5	No. 1 Legs	8" -8"	Dead Hung	2 @ 20 feet - 0 inches high x 10 feet - 0 inches wide, 50% fullness	IFR 22 oz, Encore, Black
6	No. 1 Acoustic Shell	10' - 3"	Drill Operated Winch Stage Left	NA	NA
7	No. 2 Electric	12' - 9"	Prodigy Hoist #2	54' - 0" Max Load 1000	NA
8	No. 2 Border	15' - 5"	Dead Hung	6 feet - 0 inches high x 54 feet - 0 inches wide, 50% fullness	IFR 22 oz, Encore, Black
9	No.1 Traveler	16' - 3"	Dead Hung w/Traveler Track	2 @ 20 feet - 0 inches high x 29 feet - 0 inches wide, 50% fullness	IFR 22 oz, Encore, Black
10	No. 2 Acoustic Shell	18' - 7"	Drill Operated Winch Stage Left	NA	NA
11	No. 3 Electric	20' - 0"	Prodigy Hoist #3	54' - 0" wide Max Load -1000	NA
12	Spare Batten	21" - 11"	Prodigy Hoist #4	54' - 0" wide	NA

13	No. 3 Border	23' - 2"	Dead Hung	6 feet - 0 inches high x 54 feet - 0 inches wide, 50% fullness	IFR 22 oz, Encore, Black
14	No. 2 Legs	23' - 9"	Dead Hung	2 @ 20 feet - 0 inches high x 10 feet - 0 inches wide, 50% fullness	IFR 22 oz, Encore, Black
15	No. 4 Electric	24' - 9"	Dead Hung	NA	NA
16	No. 3 Acoustic Shell	26' - 2"	Drill Operated Winch Stage Left	NA	NA
17	Spare Batten	31'	ETC Fly Pipe	54' - 0" wide Max Load - 500	NA
18	No.2 Traveler	30' - 0"			IFR 22 Oz, Encore Black
19	CYC	30' - 8"	Dead Hung	20 feet - 0 inches high x 54 feet - 0 inches wide	FR Heavy Weight Natural Muslin
20	CYC Liner	31' - 4"	Dead Hung	20 feet - 0 inches high x 54 feet - 0 inches wide, Sew flat	IFR 22 oz Encore,Black
	Upstage Wall	33' - 0"			

ETC PRODIGY HOIST

Electric Battens 1-3 (Line-sets #3, 7, 11) and Spare Pipe (Line-set #12) are on Prodigy motorized hoists and controlled by a Quick Touch push-button controller stage left.

Orchestral Shell and Equipment



The York Community Auditorium is equipped with an adjustable orchestra shell. This unit consists of three permanently hung ceilings on hand/drill operated winches. The ceilings hang in a vertical position on line-sets 4, 8, and 13. They can be flown in and tipped horizontally to create a ceiling over the stage.

ADDITIONAL POWER CONNECTION

Located MSL:

200 amp, 3-phase 5-wire company switch
 100 amp, 3-phase 5 wire company switch

Located Off Mid Stage Left

Located at loading door in storage area Stage Left

Lighting



HOUSE LIGHTS

Control is DSR, DSL, House Mix Position, Control Booth, or through the lighting console.

All House Lights are patched into an ETC Unison/Paradigm system and can also be controlled by the ION Lighting Console

LIGHTING SYSTEM

Dimming and Relays

ETC Sensor Rack – 83 dimmers @ 2.4kw.

ETC ECHO Relay Panel – 24 Relays @ 2.4kw

Circuit Layout (See Diagram)

FOH Catwalk	Dimmers 1-15, Relays 201-204
No. 2 Box Boom Right	Dimmers 19-21, Relay 206
No. 2 Box Boom Left	Dimmers 25-27, Relay 208
No. 1 Box Boom Right	Dimmers 16-18, Relay 205
No. 2 Box Boom Left	Dimmers 22-24, Relay 207
No. 1 Electric	Dimmers 28-39, Relays 209-210
No. 2 Electric	Dimmers 40-51, Relays 211-212
No. 3 Electric	Dimmers 52-63, Relays 213-214
No. 4 Electric	Dimmers 64-67, Relays 215-218
DSR Wall Pocket	Dimmers 68-71, Relay 219
DSL Wall Pocket	Dimmers 72-75, Relay 220
USR Wall Pocket	Dimmers 76-79, Relay 221
USL Wall Pocket	Dimmers 80-83, Relay 222
Acoustical Shell (All Lights)	Dimmer 85

LIGHTING EQUIPMENT

WATTAGE

QUANTITY

ETC Ion 1000		1
ETC Lustr 2 -26 Deg	171	8
ETC ColorSource Par	148	12
ETC Source4 26 deg	575	4
ETC Source4 36 deg	575	4
ETC Source4 50 deg	575	4
Elation TVL CYC RGBW	170	8
ETC Source 4 Pars	375	15 (in shell)

Audio System



AUDIO EQUIPMENT

SoundCraft Performer 3	1
Fulcrum CX1577 Main Speakers	2
Fulcrum CX1295, Delay Speakers	6
Fulcrum Sub118 – Subwoofer	2
Shure SM 57- Hard Wire	8
Shure SM58- Hard Wire	2
Shure SM 58 - Wireless	4

Shure ULX Receivers	16
Shure ULX Body Packs	16
Shure Countryman B3 Mics	16
Shure WL 185 Lavalier Mics	4
Shure ULX Handheld SM58	4
JBL PRX412M Stage Monitor Speakers	4
Assorted Mic and speaker cables	

PRODUCTION COMMUNICATIONS

Clear Com Belt Packs	6
Clear Com single Muff Headsets	6

VIDEO EQUIPMENT

Digital - E-Vision LASER 10K with LENS 2.22 - 3.67:1	1
Projection Screen located upstage of Proscenium	
Da-Lite Pro Electrol – 38701- Screen – 13’-4 x 23’ -8”	



Maximum Seating without Wheelchair- 750

Maximum while utilizing six wheelchair spaces – 736 fixed seats, when the six wheelchair locations are in use

Production Intercom: available upon request

York School Department Policy KFA

YORK HIGH SCHOOL PERFORMING ARTS FACILITIES USE

York Community Auditorium & Associated Facilities

Recognizing that individuals and groups using and enjoying the York Community Auditorium and its associated facilities (hereafter YCA) will be of all ages and will include school aged children and their siblings; and recog-

nizing that our school buildings are educational settings, the YCA shall not be used by anyone advocating illegal activities, engaging in sexually explicit, indecent, or lewd conduct or speech, or otherwise threatening to be materially and substantively disruptive.

The York School Committee recognizes that the primary purpose for and traditional use of its facilities is to deliver education. The York School Committee’s intent and policy is to maintain each of its facilities for its intended education-delivery purposes, and to accommodate other uses that are solely incidental thereto. Accordingly, it is not the intent or policy of the York School Committee to establish or designate the YCA as a public forum or to encourage expressive activities by the public on school grounds.

The procedures described below are a companion document to School-Committee policy, KFR. Their purpose is to ensure safe and proper use of the YCA. Both the York High School Principal and the York School Department Facilities Director must approve exceptions to any procedural requirement. Requests for exceptions must be submitted two weeks in advance and approved by both administrators.

Priority of Use

1. During normal school hours, York High School shall have primary use of the YCA.
2. Apart from normal school hours, the York School Department and the Town of York shall have preferential use of the YCA. Private organizations, groups, and individuals among the general public may also apply for use of the YCA.
3. Activities sponsored by outside groups shall not be scheduled if they interfere with the conduct of school programs. However, once any application for facilities use has been approved and the rental obligation met, the booking shall be considered secure.

Spaces included in YCA

1. York Community Auditorium (YCA) (to include lobby, seating area, stage proper & wings, dressing rooms, sound booth, audience restrooms, & ticket/concession booth)
2. Multi-Purpose Room
3. Chorus and Band Rooms
4. Piano Lab
5. TV Studio
6. Cafeteria (by request)

Spaces not covered in the YCA include the Gym, Cafeteria Kitchen and all other spaces outside of the YHS Music Wing (2010) and YCA Wing (2017).

YORK SCHOOL COMMITTEE

Authority:

The Superintendent of Schools, or his/her designee, has the ultimate authority in all matters relating to rental of facilities enumerated above. Other administrative responsibilities are summarized below.

Administrator	Role	Designated by
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Director of Facilities	<ul style="list-style-type: none"> - Overall responsible for security and physical condition of all York School buildings. - Provides written approval to attach any item to facility interior or exterior when requested. 	Director of Finance
Auditorium Manager	<ul style="list-style-type: none"> - Required if lighting or sound equipment within TCA will be used. - Grants permission for the installation of decorations or scenery, or moving pianos, equipment, or other furniture. 	Director of Facilities
York High School Administrative Assistant/Full Year Secretary	<ul style="list-style-type: none"> - Responsible for specific facility with use of the YCA by a third party. - Receives and processes request for use forms (RFU Forms). - Schedules events 	Director of Facilities
Technical Support Person	<ul style="list-style-type: none"> - Present during any operation of the lighting booth 	Director of Facilities in coordination with High School Principal
Custodian	<ul style="list-style-type: none"> - Unlock doors, provide necessary equipment, and clean and secure the facility following use. - Supervises the movement of all YCA facilities equipment 	Director of Facilities

YORK SCHOOL COMMITTEE:

Procedure for Securing Complex Use:

- A. Any individual or group wishing to use spaces included in the YCA (see list on page 1) must complete and submit an online **Request for Use Form** (RFU Form) and submit a required deposit to the Director of Facilities.
- B. The Director of Facilities will give scheduling priority to York High School programs and those programs benefiting its students. All other individuals or groups will be given scheduling priority as listed under categories of users. RFU Forms **must first be approved** by the high school administration before booking is secured by the Director of Facilities.
- C. Before approval, the Director of Facilities will confirm with the Town of York Finance Director, or the Finance Director's designee, that use of the YCA by a private entity will not trigger tax law compliance issues under applicable law and regulations. In the event an application for such use does trigger potential compliance issues, the Director of Facilities reserves the right to reject the same or terminate already approved uses.
- D. RFU Forms **must be completed at least two weeks in advance** of the scheduled event. Advance requests will be honored with consideration given to the school department's annual use; all others will be granted on a first-come, first-served basis.
- E. Use of equipment will be booked through the RFU Form. Use of equipment is dependent on availability and rental charges may be applied.

Insurance:

All non-school or non-York-government-related groups requesting use of the YCA must be bonded for liability in the amount of \$1,000,000 and for damages in the amount of \$1,000,000 covering the period under contract. The insurance shall name the York School Department as an additional insured. Generally, a certificate of insurance will be required if a fee is charged for public entertainment and the event is not sponsored by a local school organization or town government-related organization.

Deposit:

A rental deposit is required for non-profit, for-profit and private individuals or organizations. The deposit shall be one-half (1/2) of the applicable fees.

Damages and Losses:

The lessee is financially responsible for any and all damage to the facilities which occurs during the designated period of rental. York High School shall not be responsible for loss or damage of articles brought to the facility.

Custodial Services:

Custodial services are required for all events in which the building will be utilized. The service shall include, at a minimum, the following: unlocking of doors, providing necessary equipment, and cleaning and securing the facility following use. All equipment to be moved must be done so under the supervision of the custodian.

Auditorium Manager:

Any use of a facility which involves specialized equipment such as lighting and sound or associated materials and gear within the YCA will require the employment of a Stage Manager trained and approved by the high school administration and Facilities Director. The Stage Manager shall instruct and supervise the use of such equipment. Cost of the employment of the Stage Manager shall be in addition to rental costs, and detailed in the Rental Agreement.

Technical Support:

The use of stage lighting, sound system, additional equipment, setup, or personnel services shall be negotiated in advance with the Director of Facilities, and as needed, additional fees may apply.

Rules of Use:

- The school lighting and sound equipment will be operated only by authorized technicians. The lessee may supply operators but the light booth will not be available without the services of an authorized theater technician.

- School authorities have access to the auditorium at all times and may cancel or terminate an event at any time if, in their opinion, the event represents a danger to the facility or public safety, or if it is considered unacceptable for a public performance.

- School authorities have the right to remove unruly persons.

- School authorities have the right to enforce all building rules.

- No sales of any kind are permitted without permission of the administration.
- The lessee will have access only to those areas of the building which are under contract.

- Set construction or painting is permitted only with advance permission and only in approved areas.

- No nails, screws, or tape may be attached to the walls or floors without advance permission.

- All sets, props, and costumes shall be removed from the premises within one day after the last performance under contract. Some storage may be allowed by special permission of the administration.

- The school accepts no responsibility for articles left on school property by the lessee.

- Photographing, videotaping, filming, and recording are permitted only by special permission of the high school administration.

- **FOOD, BEVERAGES, & CHEWING GUM ARE NOT PERMITTED IN THE AUDITORIUM.**

- The use of controlled substances, alcohol possession or consumption, and use of tobacco products are prohibited on school property.

- e Cigarettes, and Vaporizers are prohibited on school property.
- The possession of firearms on school property is prohibited except by authorized security personnel. The use of any weapons as stage props must be approved in advance by the administration.
- The school shall not take responsibility for any equipment shipped to the lessee unless prior arrangements have been made.
- Animals will be allowed in school facilities only with prior approval and at the discretion of the Superintendent/designee. Exceptions may be granted for service animals.
- The use of open flame, including candles or other special effects, will be allowed only with prior approval and at the discretion of the Superintendent/designee.

Supervision of Attendees:

The lessee is responsible for supervision of those attending the event. The lessee must provide adult ushers in a ratio of 1 per 200 audience members, with a minimum of 2 provided for any event. Ushers must remain in the auditorium during the performance and intermissions. Their purpose is to ensure that members of the audience behave appropriately and do not abuse the facility or detract from the performance.

If minors are to be involved in the use of a facility they are to be supervised at a ratio of 15 minors to 1 adult.

Public Safety:

Where required by the school administration or by state/local regulations, police protection must be provided at the lessee's expense.

Substance Use:

Alcohol or controlled substances possession or consumption and use of tobacco products, e Cigarettes, and Vaporizers are prohibited anywhere on school property and grounds.

Alterations:

The lessee shall not make any interior or exterior alterations, including but not limited to the attachment of any item to any part of a facility without prior written approval of the Director of Facilities. Installing decorations or scenery, or moving pianos, equipment, or other furniture is prohibited unless special permission is obtained from the Director of Facilities.

Termination Facilities Use:

Either the Superintendent of Schools or his/her designee, for good cause, may withdraw his/her approval for use of school facilities, with prior notice to the lessee within 48 hours of the scheduled event notice.

Notwithstanding the foregoing, the Superintendent of Schools or his/her designee retains the right to deny or revoke/withdraw any approval for use of school facilities at any time and without prior notice to the lessee if it determines that the contemplated or authorized use has the potential to, or actually does, disrupt the delivery of education or otherwise conflicts with its policies or these procedures.

Termination by Lessee:

Lessee may withdraw the request for facilities use with thirty (30) day written notice. In the event of termination for use of the YCA without such written notice at least thirty (30) days before the date specified, lessee will forfeit any deposit. Notwithstanding the foregoing, the school department will not be required to account for or otherwise offset any revenues it may receive in re-letting the auditorium in the event of such termination.

Cancellation Scheduling:

A new requester can reserve school facility space made available by cancellation. The request shall be made with the Facilities Manager at least three school days in advance of the newly available date. This applies to weekday events only. No consideration will be given to events requested after a cancellation for weekend events inside the 14-day request period. Every effort will be made to keep the facility schedule up-to-date.

Cancellation of an Event:

The Superintendent of Schools or his/her designee has sole authority to determine whether the facilities should be closed for reasons of public safety. Notification to the lessee shall be made as soon as possible. Contracts in force for periods during which the school is closed for reasons of public safety are cancelled automatically without penalty to either party. However, every effort will be made to reschedule any canceled event to a mutually acceptable date.

Long-Term Use:

Long-term facilities use will be considered to be two or more successive weeks. Long-term rental of facilities will be considered after it is first ascertained that there will be no detriment to existing programs from this use. If space is available without detriment, space may be rented to organizations, groups, and individuals among the general public.

Rental fees will be established that cover operating costs of these spaces (i.e. lights, heat, maintenance, insurance). If a profit-making group wishes to rent available space, the rental fee should be consistent with the going rate for comparable square footage (to be determined through consultation with local realtors). The rental of a classroom by an individual or private school shall be at a rate established by the Board. Individual contracts for long-term use, including the duration of the rental agreement, shall be prepared by the Superintendent of Schools and presented to the School Committee for approval.

Fees:

All general fees generated pursuant to rental use will be deposited and managed for the purpose of maintenance, care, and upkeep of the facilities being rented.

Appurtenances:

Rental of these spaces does not include use of special lighting, piano, sound shells, lighting/sound booth unless the lessee has received permission for such use and tendered payment for such use therefore according to the schedule of fees.

Fee Schedule:

All use agreements with organizations, groups, individuals, and entities that are not members of the Town of York or the York School Department shall conform to a fee schedule, which shall be set periodically by the York School Committee.

Indemnification:

To the fullest extent permitted by law, the lessee shall indemnify and hold harmless the School Committee and school department, its officers, and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof, and (2) is caused in whole or in part by any negligent act or omission of the lessee, anyone directly or indirectly employed by it, or anyone for whose act it may be liable, except to the extent that it is caused by the School Committee, the school department, its officers, or employees.

Revised – 8-15-18:

General Information

The York Community Auditorium is a beautiful space but has limited equipment. Most shows or events that come in bring their own equipment, or hire local company to provide it. With smaller events we can provide technical support and equipment. However, it is important to have discussions regarding the requirements as early as possible.

Labor

All renters of the YCA are responsible for hiring the labor required to set –up, operate and strike any technical equipment through YCA or equipment supplier. YCA provides technical staff to facilitate the use and operation of the YCA and the equipment within. If more people are required, the renter must supply them.

The YCA manager and the custodian on duty will be required to be at the event at least one hour before the events starting time and at least one hour of the conclusion of the event.

The YCA Manager determines staffing levels and set-up/breakdown time requirements based on the details of the event.

Volunteer-Labor

York High School recognizes that the primary purpose for use of its facilities is to deliver educational programs. York High School also recognizes the capital investment it has made in its school buildings and facilities. York High School believes that such facilities should be available for use by York High School and the York community as provided herein for short-term social, community, service and recreational purposes when such uses will not interfere with school programs or activities. For the purpose of this policy, references made to school facilities and grounds include all buildings, auditoriums, gymnasiums, playing fields, walkways and parking lots.

The Principal shall be responsible for the overall implementation of this policy and for developing any necessary administrative procedures concerning facility use. The YCA manager is responsible for administering this policy on a day-to-day basis and shall report to the Director of Facilities.

Safety

YCA is a Town of York owned and operated venue. We must comply with OSHA, and all National, State and City/Town regulations and codes. The technical staff is on hand to help with observing these rules and regulations. It is not always convenient or easy to accomplish this. All lessees and their staff are expected to help keep YCA a safe working and learning environment.

Dancers are required to wear footwear at all times while on stage. Bare feet **ARE NOT** allowed on the stage surface. If a renter desires, they may supply their own portable floor to surface the stage. Also, black-soled shoes (rubber, leather, plastic, etc.) are not permitted outside of the stage area. Charges for removing black marks on floors will be added to the bill.

Maximum seating is 750; all attendees must be seated for the event. **NO** standing room only! Only ushers and safety personnel be allowed to be standing during the event.

YORK SCHOOL DEPARTMENT

SHORT-TERM FACILITIES USE AGREEMENT

GENERAL CONDITIONS OF USE

1. **CANCELLATION BY THE USER; INCURRED EXPENSES:** In the event of cancellation by the User, any Rental Fee paid by the User (other than the Deposit) shall be refunded to the User if the User provides the York School Department (YSD) with at least 30 days' prior written notice of cancellation. The YSD reserves the right to deduct any expenses reasonably incurred by the YSD in anticipation of the use of the Facility ("Incurred Expenses") or any User Damage Costs assessed (see Paragraph 4 herein) from any money advanced by the User. The User agrees to make full payment of any Incurred Expenses in excess of money advanced by the User within 30 days of receipt of a written invoice from the YSD.
2. **FACILITY CLOSURE BY THE YSD:** The YSD shall have the right, in its sole discretion, to close the Facility due to unsafe conditions, fire, inclement weather, unanticipated repairs, catastrophe or any other cause deemed by the YSD to be beyond its control ("Closure Event"). The User hereby releases the YSD from any and all claims, demands, agreements, and liabilities whatsoever arising from a Closure Event, except that the YSD shall refund to the User any advance Rental Fee and Deposit paid by the User, less any Incurred Expenses and User Damage Costs assessed (see Paragraph 4 herein).
3. **RESTRICTIONS:** The User shall ensure that none of the YSD's buildings and grounds, other than the Facility, are used by the User's employees, agents, customers or invitees. The User shall comply with all applicable statutes, regulations, ordinances and posted occupancy limits associated with the use of the Facility. The User shall secure all permits required for its use of the Facility, including without limitation any occupancy permits required by the Town of York. The User shall not use or permit the Facility to be used for any purpose other than that set forth in the Short-Term Facilities Use Agreement. The User shall not permit illegal drugs, smoking, alcoholic beverages or open flames in the Facility or on other YSD property.

4. **CONDITION OF FACILITY; PROPERTY DAMAGE:** The User shall keep the Facility in good repair and shall not cause the Facility or other YSD property to suffer any unreasonable or unnecessary harm, waste or damage, except for normal wear and tear. At the end of each day of use, the User shall return the Facility in broom-clean condition, free of debris, trash and any of the User's equipment. The YSD is not responsible for any personal property left in the Facility by the User after its scheduled use. The User shall pay for all maintenance and repairs to the Facility or other YSD property caused by the User, its agents, employees, customers or invitees, excepting routine maintenance, repair and cleaning ("User Damage Costs"). User Damage Costs will be assessed to the User on the basis of actual cost of repair or replacement as determined by the YSD.

5. **ROUTINE MAINTENANCE; UTILITIES:** Except as set forth in Paragraph 4 herein, the YSD shall be responsible for routine maintenance, repair and cleaning of the Facility (including snow and ice removal) and for customary utilities related to the Facility (including electricity, heat and water).

6. **INSURANCE:** Unless expressly waived in writing by the YSD, the User shall maintain a policy of general public liability insurance with limits of at least \$1,000,000 for bodily injury (per occurrence) and \$1,000,000 for property damage (per occurrence) for the term of this Agreement. The User shall cause the YSD to be named as additional insured on such insurance policy, and shall not cause such policy to be terminated or materially changed without giving the YSD at least 10 days' prior written notice. The User shall maintain workers' compensation insurance as required by Maine law. The User shall provide the YSD with proof of insurance upon request. No liability insurance obtained by the User shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the YSD or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

7. **INDEMNITY:** The User agrees to indemnify and hold harmless the YSD, its officers, agents, employees, students and volunteers ("Indemnitees") from and against all liability, including claims, demands, losses, damages and expenses of every kind and description (including attorney fees, court costs, mediation costs and costs of damage to property) for personal injury, bodily injury (including death) or property damage arising out of the use of the Facility or resulting directly or indirectly from acts or omissions of Indemnitees or the User, its employees, agents, customers, volunteers or invitees, unless such liability results from the sole negligence of Indemnitees. This indemnity provision shall bind any and all successors, assigns, agents, employees, heirs or anyone else claiming to represent the User. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the YSD or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

8. **DISPUTE RESOLUTION:** If a dispute between the parties cannot be resolved by informal means, the parties agree that, before resorting to litigation, they will in good faith submit the dispute to confidential mediation and will engage the assistance of a mediator jointly selected by the parties. The parties will participate in such mediation in good faith and will disclose to the other party and the mediator all pertinent information in their possession or control concerning the dispute. Such mediation shall not exceed one full day or two half days in length without the prior written consent of the parties. No party shall be prejudiced by any position taken by that party during mediation, and no party shall be bound by any recommendation of the mediator unless the party accepts it. If the parties are not able to reach agreement with the assistance of the mediator, then they retain all rights and remedies provided by law and the right to initiate and pursue litigation.

9. TERMINATION: The YSD may terminate this Agreement without cause upon 14 days' written notice of termination given to the User. Either party may terminate this Agreement for cause upon 14 days' written notice of a breach of a material provision of this Agreement, which breach is not cured within 7 days of receipt of such notice.

10. RESERVED RIGHTS: The YSD reserves the right to refuse or deny use of any of its property if such refusal or denial is deemed by the YSD to be in its best interest. The YSD reserves the right to enter the Facility at all times to inspect the same and enforce any terms of this Agreement.

Rev: 2018-03-21. ZH

House and Lobby Procedures:

- 1) The house will be opened to the audience thirty minutes before the scheduled event
- 2) If the event has an intermission audience members will be given a five minute reminder throughout the lobby and the house of the starting of the second half.
- 3) The lessee must check in with the YCA manager or his delegate upon arrival and prior to departure.

Directions: I 95 northbound take exit 7, end of ramp take right stay in right lane.

I 95 southbound take exit 7, left at the end of ramp and stay in right lane

Both North & South: Take a right at the stoplight end of road, stay left and next stoplight turn Left towards York Village at Y intersection just past Town Hall (on left) BEAR left continue to Long Sands road take a right.

Thanks very much, please do not hesitate to contact me:

Paul A. Santerre
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1-207-363- 3621 x 58119

4/02/2019