

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 recognizing 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. Exceptions to any procedural requirement must be approved by both the York High School Principal and the York School Department Facilities Director. 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).

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
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 YCA 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

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:

School facility space made available by cancellation can be reserved by a new requester. 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's 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.

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