

Events Contract Detail Page

Canton School District

This Event Contract ("Contract") is entered into on _____ between the Canton School District ("District") and _____ ("User") for the use of the Canton School District's Performing Arts Center regarding the following event:

The Canton School District hereby agrees to provide for and/or furnish the listed services and space within the Performing Arts Center for the use by the USER, upon all terms and conditions herein set forth in this Agreement and all referenced attachments.

AGREED UPON TIME

The Canton School District agrees to provide their Performing Arts Center space and services to the USER for the usage and purpose described above at the following dates/times:

Date: _____ **Entry/Access Time:** _____

Time of Performance: _____ **Departure/Exit Time:** _____

RENTAL FEE

The USER agrees to pay the total of \$_____ for the use of the Canton Performing Arts Center.

PAYMENT SCHEDULE

The USER agrees to pay a reservation fee in the amount of \$_____ in order to reserve the facility for the requested date. The reservation fee will be refunded to the USER if the event is not held.

TICKETS/BOX OFFICE POLICY

The DISTRICT is not responsible for providing any personnel or services related to the selling/purchasing of tickets for the contracted event. The DISTRICT will provide access and use of the Box Office for the sale of tickets to the USER as part of the contracted use fee. The Box Office space will be made available on the day of the event. All advanced sales, ticket printing, pricing, marketing, box-office workers, ticket-takers, ushers, door attendants and other "Front-of-House Staff" will be hired and coordinated by the USER.

COAT CHECK

The DISTRICT will be responsible for providing all personnel and related services for the Coat Check area. The USER is not responsible for any damaged, lost or stolen property related to services provided by the DISTRICT for the Coat Check.

LIMITATIONS AND RESTRICTIONS ON USE OF FACILITIES

Permission will not be granted to any group or individual for the following:

1. Promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof advocating governmental change by violence.
2. Any activity that may violate good morals, manners, or taste or be injurious to the buildings, grounds or equipment.
3. Any purpose in conflict with school activities.
4. Activities which are discriminatory in the legal sense.
5. The use of drugs, alcohol and tobacco in school facilities and school premises is prohibited. This policy applies to all persons regardless of age and regardless of whether they may legally use the products.

CONCESSIONS/VENDING POLICY

All concessions and vending rights are reserved by the DISTRICT. The USER is not allowed to sell, dispense or give away any soft drinks/beverages and other food items to the public before, during or after the contracted event. No beverages and/or other food items shall be consumed in the facility except those provided by the DISTRICT.

USE OF TOBACCO AND SIMULATED SMOKING PRODUCTS

No person shall be allowed to use on school property tobacco products of any kind, devices that simulate the act of smoking, or devices that have the capability of delivering nicotine or other chemicals to the user through inhalation. Inhalers prescribed for medical use are exempt from the policy. This policy applies but is not limited to Users, Employees, Artists, and Contracted Personnel.

REASSIGNMENT

No organization or individual having been issued a contract/permit for use of a school facility can sublet or assign any part of the facility to another individual or group.

INSURANCE

The USER shall at its expense, and prior to occupancy and during the entire term of the contract, obtain and keep in full force and effect a Comprehensive General Liability Insurance policy or policies to include premises liability, contractual liability and products liability insuring any personal injuries or property damages arising from or occasioned by the USER's use of the facility. The use shall include the Canton School District as an additional insured on its public liability policy of insurance for the term of the Contract. If the Use shall engage any licensees or

concessionaires who shall also occupy the contract spaces or the facility during the course of the Contract, said insurance shall also provide coverage for those parties all for the protection of the District. Such policies shall be in the amount of at least \$1,000,000 each occurrence and \$2,000,000 aggregate. The Canton School District may require additional insurance depending on the event, to be determined at the sole discretion of the District. The policy of insurance shall contain a clause that the insurer will not cancel or change the coverage without first giving the District twenty (20) days prior written notice. Such policy shall be in financially responsible insurance companies authorized to do business in the State of South Dakota, and acceptable to the District. Copies of duly executed Certificate of Insurance evidencing this coverage shall be delivered to and approved by the District at least twenty (20) days prior to First Event Date. Renewals of such certification shall be delivered to the District at least thirty (30) days prior to the expiration of the respective policy terms.

Certificate of Insurance

If at 20 days prior to the first event, a certificate of insurance has not been provided to the Canton School District, the District may at its sole discretion automatically obtain a certificate of insurance for user and charge user for the insurance at the current rate or at the option of the District, it may cancel the use of the Performing Arts Center by User.

Worker’s Compensation

User (including Licensees and concessionaires) shall also acquire and maintain worker’s compensation insurance in accordance with the statutes of the State of South Dakota and insuring its employees during the full term of the Contact. Such policy if insurance shall also include employer’s liability insurance subject to a limit of \$500,000.

DISTRICT

(Signature)

(Name)

(Title)

(Date)

USER

(Signature)

(Name)

(Title)

(Date)