



## Conditions of Usage

Felix E. Martin, Jr. Hall Creative and Performing Arts Center (Martin Hall) shall be available to responsible and organized groups as approved by the Muhlenberg County School Board. It is the intent of the Board to make the facilities as accessible as possible to the community while neither unduly interfering with instruction at Muhlenberg County High School (MCHS) West Campus nor causing the District to assume excessive financial responsibility. Any group wishing to become a Guest User Group at Felix E. Martin, Jr. Hall shall:

- Submit a Facility Usage Application on a form provided by the Martin Hall Director.

### Expectations of Programming:

- Guest User Groups must provide demonstrable benefit to the schools or to the community as a whole.
  - The Felix E. Martin, Jr. Hall for Creative and Performing Arts Center will not be available for use by for profit organizations for the sole purpose of making a profit.
  - Obscene, sacrilegious or otherwise inappropriate subject matter or treatment of material shall not be permitted.
  - The use of Martin Hall for school educational activities, sanctioned extracurricular activities, and activities of school-affiliated organizations shall take priority over any community use of Martin Hall.
- Facility Usage Application must be approved by the Board under the advisement of Martin Hall Advisory Committee. The Advisory Committee will not take action on any event that either promotes or discourages religion. Those requests will be forwarded directly to the School Board.
  - Upon Application approval, the Guest User Group will be asked to sign a Facility Contract confirming the hours of usage, all applicable fees, and indicating willingness by the User to adhere to all terms and conditions set forth in said Contract, Application and Conditions of Usage.
  - In addition to the aforementioned-signed documents, proof of liability insurance (a minimum of \$1,000,000) naming the Board and its employees as additional insured under the policy must be provided in writing prior to usage confirmation.

When all conditions as set forth above have been met, the Guest User Group will be invited to utilize Martin Hall while following usage conditions as defined below.

1. Obscene, sacrilegious or otherwise inappropriate subject matter or treatment of material shall not be permitted. Said judgment to be determined by the Martin Hall Director based upon guidelines from the Board.
2. Guest User Group must obtain all licenses and permits and pay all associated fees necessary to conduct operations specified by the Contract. Guest User Group shall assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used for the event.
3. Guest User Group shall not sublease or reassign any portion of Martin Hall facilities or item of equipment covered by the Contract.
4. An adult, responsible, representative from the organization must be present whenever the Guest User Group is on premises.



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5. An authorized representative of Martin Hall shall at all times be in control of the facility and said representative(s) shall have the right to enter any part of the facility at any time on occasion without restrictions whatsoever. With such said, a Martin Hall staff member shall be present whenever the Guest User Group is in the facility.
6. A minimum staff is required for a public performance. The Martin Hall Director shall determine the number and source of staffing for each event.
7. Prior to the performance, the Guest User Group must coordinate backstage security with a Martin Hall designee. Only authorized persons will be allowed backstage. This is to help ensure the safety and security of all parties involved as well as the premises. As a general rule, only people actively participating in an event (performers, technicians, Martin Hall staff) should be allowed backstage. Friends and family of participants should be limited to designated Martin Hall audience areas such as the lobby. Martin Hall Director may require a list of participants and authorized backstage personnel be provided for security purposes.
8. All persons involved with the event will have access to the facility only through one of the assigned entryways to be determined in advance in consultation with Martin Hall designee.
9. An agreement to use Martin Hall facilities should in no way be misconstrued as an agreement to use other MCHS facilities. Unless advance arrangements are made through the Director of Felix E Martin, Jr. Hall, no access will be allowed to any other MCHS facility.
10. Unless other arrangements have been made, prior to each performance an announcement must be made to the audience by the Martin Hall Director or designee. This announcement will contain, but not be limited to, a brief welcome to Martin Hall (script available for review), fire exit locations, any required prohibitions (no smoking, no flash photography, etc.), the Guest User Group's name and the title of their event.
11. Scheduling access to the building will be at sole approval of the Martin Hall Director and once scheduled, activities shall not extend beyond the hours approved.
12. The house and lobby area will not be available for use prior to the times agreed upon. It is understood that only the cast and the production crew for any program will be in Felix E. Martin, Jr. Hall during rehearsals. In like manner, all areas must be cleared by the ending time stated.
13. Entrances and exits will be locked and unlocked at such times as may be required by the Guest User Group. However, the Guest User Group shall at its own expense, place any necessary watchman at extra exits and entrances when same are unlocked if needed. At no time shall the Guest User Group place its own additional locks on any portion of the Felix E. Martin Jr. Hall Creative and Performing Arts Center.
14. All technical personnel and/or Guest User Group volunteers must participate in training and orientation of the facilities and equipment by the Martin Hall Technical Director before they may work in Martin Hall.



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15. Martin Hall will not be responsible for additional backstage assistance required by the Guest User Group unless prior arrangements have been made in writing prior to Contract signing. Martin Hall Director reserves the right to require the Guest User Group to provide additional backstage assistance upon demand. If the Guest User Group cannot, Martin Hall will provide needed assistance at additional cost to the Guest User Group. Likewise, if a Guest User Group has extraneous backstage personnel, the Martin Hall Director reserves the right to require the Guest User Group to have unnecessary people removed from premises.
16. Nothing may be attached to the doors, windows, walls, ceiling, floors or drapes of any Martin Hall facilities. The use of glue, adhesive tape, screws, nails, tacks or staples on any doors, windows, walls, ceiling, floors or drapes in Martin Hall facilities is strictly prohibited without the express permission of the Martin Hall Director or designee. Martin Hall reserves the right to remove or have removed any such items immediately.
17. The use, maintenance and operation of Martin Hall equipment, including lighting, sound systems, and tools, is restricted to authorized personnel only as determined by the Martin Hall Technical Director. These restrictions include modifying, unplugging or making any adjustments to any system/console. Any equipment, including additional lighting, sound, video or additional stage equipment brought in by the leasing group must be approved by the Martin Hall Technical Director.
18. Sound levels will be set in accordance with the Martin Hall Director's specifications and shall at no time exceed these restrictions.
19. Construction and painting are not permitted in any area of the Martin Hall except the Offstage Right loading area and Stage. Construction and painting are only permitted under the supervision of a Martin Hall Director or designee. Painter's tarps must be laid down in any area where paint is used during the painting process. Guest User Group will be billed for any damage including the removal of paint left anywhere in the facilities.
20. The loading dock is for loading and unloading only. Permission to use the loading dock as a parking area must be agreed to in writing prior to Contract signing, and Martin Hall Director will give a designated number of parking passes for use. Vehicles without proper parking passes will be towed at the Guest User Group's expense.
21. Martin Hall may not be used for overnight lodging or overnight storage. All materials brought into Martin Hall must be removed at the end of the event unless prior arrangements have been made with the Director of Martin Hall in writing prior to Contract signing. Guest User Group will be billed for disposal or storage of materials in the event all such materials are not properly removed in three (3) business days unless otherwise agreed in the contract.
22. Animals are not permitted in Martin Hall without permission from the Martin Hall Director in writing prior to Contract signing. Exception: Service animals for persons with disabilities are exempt.
23. With the exception of bottled water, absolutely no food or drink is allowed in any Martin Hall area other than the dressing rooms, hallway, and Green Room. Martin Hall reserves the right to remove or have removed any such items immediately. Exceptions: Food or drink may be used only as a "prop," only on stage and only when a Martin Hall staff member is present. Permission for the theatrical use of food and drink must be agreed to in writing prior to Contract signing. Bottled water is permissible except in cases in which it may pose a hazard.



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24. The possession, use or sale of tobacco, illegal substances and firearms is strictly prohibited in Martin Hall, MCHS West school building or on school grounds. Martin Hall reserves the right to remove or have removed any such items immediately. Exceptions: Tobacco may be used only as a “prop,” only on stage and only when a Martin Hall staff member is present. “Prop” guns may be used on stage only and are subject to the approval of the local fire marshal, only on stage and only when a Martin Hall staff member is present. Prop guns must remain in a locked box at all times except when in use on stage. Permission for the theatrical use of tobacco or firearms must be agreed to in writing prior to Contract signing.
25. All local fire and safety regulations must be strictly adhered to. All fire exits, aisles, stairways, ramps and air vents must be kept open at all times. No storage of any flammable liquid or volatile chemical is allowed on premises. The use of oil base fog chemicals is not permitted. Pyrotechnic devices must be approved by the Martin Hall Technical Director and must meet all city, state and federal fire codes. In addition, a demonstration may be required by the local fire marshal at the cost of the Guest User Group. The use of internal combustion is prohibited on the premises. Permission for the use of fog machines, pyrotechnic devices and the like must be agreed to in writing prior to Contract signing.
26. No activities in violation of federal, state, or local laws, ordinances, rules, regulations or the opinion of the Board of Health shall be permitted on the premises.
27. No immoral or illegal activity shall be allowed on the premises. All events must use Martin Hall’s ticketing service and Box Office. The Guest User Group will be responsible to cover service fees accrued during the distribution/sales of tickets for their events. This includes any event that has no charge, but is open to the general public.
28. No alterations (i.e., advertising signage) to the building or grounds can be made unless agreed to in writing prior to Contract signing.
29. Prior to distribution, the Martin Hall Director must approve all publicity pertaining to events held in the facilities. Permission to use the Martin Hall logo or any verbiage in any publicity must be granted by the Martin Hall Director in writing prior to Contract signing.
30. No collections or solicitations in our about the Felix E. Martin, Jr. Hall, whether for charity or otherwise noted, shall be made or attempted without the written consent of the Martin Hall Director.
31. Under absolutely no circumstances should the facility be identified in publicity as “Muhlenberg County High School West Campus Auditorium” or “Muhlenberg County Schools Performing Arts Center.” Only the phrases “Felix E. Martin, Jr. Hall” or “Felix E. Martin, Jr. Hall Creative and Performing Arts Center” may be used to identify the premises and should not be used to denote or imply sponsorship. Only the phrase “Located at Muhlenberg County High School West Campus” may be used to identify the premises’ location. Violation of this policy will render the Contract null and void and the Guest User Group may be barred from any future use of Martin Hall facilities.
32. Violation of any of the above policies may result in immediate expulsion from the facilities, render the Contract null and void and will result in the denial of future Martin Hall facilities rental applications.
33. Martin Hall reserves the right to remove or have removed from the facilities any person causing a public disturbance or physically damaging Martin Hall facilities, MCHS West school building or grounds. Guest User Group assumes all responsibility for the behavior of the members of its organization and audience members. Violation of this policy by one individual may warrant removal of the entire organization from the facilities and will render the Contract null and void and the Guest User Group may be barred from any future use of Martin Hall facilities. Under such conditions, payment will not be refunded and the Guest User Group will be held responsible for the costs to repair any damages incurred.



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34. Upon departure, the Guest User Group should leave premises in as good or better a condition than as before used. Said condition to be determined by the Martin Hall Director or designee.
35. Upon the Guest User Group's departure, Martin Hall will draw up an Invoice for services rendered detailing Martin Hall services provided, any damage occurred and/or additional hourly costs accrued. This Invoice will then be delivered to the Guest User Group. Full payment of the balance due will be deducted from box office proceeds or will be expected within ten (10) workdays or legal action to obtain payment will be pursued.
36. Guest User Group shall assume sole liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it. As stated above, Proof of liability insurance (a minimum of \$1,000,000) naming the Muhlenberg County Board of Education and its employees as additional insured under the policy for the activity must be provided in writing prior to Contract signing.
37. Martin Hall assumes no responsibility for loss, theft or damage. The Guest User Group and its officers thereof, are solely liable for any damage or loss resulting from the rental of the facilities.



## Conditions of Usage

I, the undersigned, have read, understand and fully agree to all of the above listed conditions for the stated use of the facilities at the Felix E. Martin Jr. Hall Creative and Performing Arts Center.

Rental Organization Representative Name *(please print)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rental Organization Name *(please print)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

For the Felix E. Martin Jr. Hall Creative and Performing Arts Center

Signature: \_\_\_\_\_

Title: Director

Date: \_\_\_\_\_

**PLEASE SIGN AS INDICATED AND RETURN THIS PAGE ALONG WITH YOUR APPLICATION**

*This document does not classify as a contract. These are only the conditions of rental. Signature and acceptance of both parties on this agreement does not act as a rental agreement.*

Rental Organization Representative Initials: \_\_\_\_\_