

OHIO COUNTY SCHOOLS

**J.B. CHAMBERS PERFORMING ARTS CENTER
FACILITY USE AGREEMENT**

This Facility Use Agreement is made as of the ____ day of _____, by and between the Board of Education of Ohio County (“Board”), owner and operator of the J.B. Chambers Performing Arts Center (“Center”), and _____ (“Licensee”).

Whereas, the Board has made the Center available for rent for performances by groups other than those originating from Ohio County Schools; and

Whereas, Licensee wishes to hold a performance at the Center.

Performance Description	Date of Performance(s)	Time of Performance(s)

Now therefore, in consideration of the following mutual promises, the parties agree as follows:

1. Revocable License. The Board hereby grants the Licensee a revocable license to use the Center on the date described above and for the purposes of the Event.

2. Deposit. Upon acceptance of this Agreement, Licensee shall pay the Board a deposit of **_\$1,500_**, which will be applied towards the total amount due the Board, as described below. Licensee acknowledges that the Board’s damages, in the event, of a cancellation are difficult to quantify. As a result, should the Event be canceled fewer than thirty (30) days prior to its scheduled date, the Board is entitled to retain the deposit as liquidated damages.

3. Payment. Basic rental fee for each day on which the Event is to be held shall be **_\$2,000_** for Non-Profit organizations and **_\$3,000_** for For-Profit organizations. Should the Licensee require and the Board approve of preparation time, practice time, or any other time in the Center on a day other than a day on which the Event is to be held, the Center shall be paid **_\$350_** per hour for such time.

Payment of all fees is due no later than seven (7) days prior to the Event. Payment is to be made via personal, cashier's, or certified check made payable to the Ohio County Board of Education, and delivered to the Ohio County Board of Education offices, located at 2203 National Road, Wheeling, WV 26003.

4. Licensee's Liability. Licensee shall be responsible for the following items.

a. The basic rental fee does not include janitorial services before and after the Event. Such services shall be required and shall be at Licensee's expense, at a cost of \$320.00. Should the Licensee's use of the Center or any of Wheeling Park High School's facilities result in any damages to the Center or the School facilities, the Licensee shall be responsible to the Board for the full costs of repair or replacement of the damaged portions, normal wear and tear excepted.

b. The basic rental fee does not include security, police protection, or parking supervision. Such security services shall be provided at Licensee's expense when necessary as determined by the Board. All security shall be coordinated by the Wheeling Park High

School Resource Officer. Fees for security will be separately invoiced, and will be charged at a rate of \$30.00 per hour per officer.

- c. The basic rental fee does not include ushers for the Event. Should the Licensee determine that ushers are necessary, such services may be provided by the Board at Licensee's expense. Ushers are provided by the Board at a cost of \$25.00 per hour.
- d. The basic rental fee does not include services made necessary by inclement weather if provided solely for the purposes of hosting the Event. Thus, if the Event will be held at a time when Wheeling Park High School is closed due to inclement weather, the Licensee will be responsible for additional services as deemed necessary by the Board at a rate of \$40.00 per hour.
- e. The basic rental fee does not include: use of Dressing Rooms 1 or 2, use of the Center's Lighting and Sound technology, a Lighting technician, a Sound technician, load or strike time. Such services may be provided at the Licensee's expense, if negotiated prior to the Event.

5. Indemnification. Licensee agrees to indemnify, defend, and hold the Board and its representatives harmless for all damages and expenses of any type, including attorney's fees and costs, resulting from injury, death, or damage, to any person or property arising out of the use of the Center or caused by acts, omissions, or negligence of Licensee or its representatives. Licensee is responsible for any injury to

persons or damage to property due to negligence on the part of the Licensee, or its employees, agents, and guests.

6. Force Majeure. If the Event cannot take place, in whole or in part, because of an act of nature, national emergency, war, labor dispute, fire, or any other unforeseen occurrence or other cause beyond the control of the Board or that the Board is unable to avoid by exercise of due diligence, this Agreement shall terminate immediately. In such circumstances, Licensee shall only be responsible for the portion of the basic rental fee that accrued prior to such occurrence, and the Board shall return to the Licensee any unearned fees or charges that have been paid in advance or make a pro rata refund of the fee paid for that period of the Event for which Licensee does not have use of the Center. Thereafter, neither the Board nor the Licensee shall have any further obligation or liability to each other.

7. No Sublicense. Licensee shall not sublicense or assign use of the Center without the prior written consent of the Board.

8. Insurance. At least seven days prior to the Event, Licensee shall furnish the Board with a certificate of insurance evidencing commercial general liability or similar insurance with a limit of at least \$1,000,000.00 combined single limit for bodily injury and property damage liability. Any damages to the property will be the liability of the Licensee.

9. Concessions. The Board shall furnish to Licensee at Licensee's option, and in excess of the basic rental fee, access to the Food Court area of Wheeling Park High School for use for operation of a concession stand during the Event. Should the Licensee choose to operate the concession stand, the fee for use of those facilities shall be

charged to Licensee at a rate of **_\$125_** per hour during the Event. Use of the Food Court shall be subject to the usual terms and conditions applicable to the use of Wheeling Park High School's facilities and shall be coordinated through the Wheeling Park High School administrative staff.

10. Taxes. Licensee shall be solely responsible for any and all taxes associated with the Event, including but not limited to sales and use taxes.

11. Compliance with Laws. Licensee shall be responsible for ensuring that performance of the Event complies with all applicable federal, state, and local laws, including but not limited to ensuring that the performance does not violate any applicable copyrights, trademarks, or licenses. Licensee also must conform to all applicable fire and safety codes. Licensee agrees to indemnify, defend, and hold harmless the Board from any claims and costs, including legal fees, which might arise from any violation of federal, state, or local law, any applicable copyrights, trademarks, or licenses, and any fire and safety codes.

12. Terms and Conditions of Use. Use of the Center by the Licensee shall be subject to the following additional terms and conditions:

- a.** Per state law and state board of education policy, neither smoking nor alcohol are permitted on Wheeling Park High School's premises.
- b.** No food or beverages are permitted in the Center at any time.
- c.** No fasteners of any kind are to be used to attach anything to the floors, walls, furnishings, or support posts in the Center and no alterations are to be made to the Center.

- d. The Event must be advertised as located in the “J.B. Chambers Performing Arts Center”.
- e. Ramps and doorways may not be blocked or obstructed at any time in case of emergency.
- f. Animals are not allowed in the Center.
- g. Ten (10) complimentary passes or tickets to the Event shall be made available to the Board for attendance by its representatives.
- h. The capacity of the Center is 1,120. Licensee shall not permit the attendance at the Event to exceed the Center’s capacity.
- i. Licensee shall not be permitted to offer any merchandise for sale in or near the Center, unless prior approval is obtained from the Board.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes and cancels all prior agreements, understandings and discussions between the parties, whether written, oral or implied. No modification, amendment, rescission or waiver of this Agreement, or any provision hereof, shall be binding on any party unless evidenced by an instrument in writing duly signed by an authorized representative of the party to be bound.

14. Severability. In the event any word, phrase, clause, sentence or other provision of this Agreement shall violate any applicable statute or rule of law in any particular circumstance or governing jurisdiction, such provision shall be ineffective to the extent of such violation, without in any way invalidating or affecting the

enforceability of such provision in any other jurisdiction or circumstance or of any other provision of this Agreement.

15. Non-Transferrable. This Agreement shall not be transferred or assigned by the Lessee without the prior written approval of the Board.

16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia, without regard to its conflict of laws provisions.

17. Jurisdiction. Any dispute regarding this Agreement or the performance of the Event at the Center shall be brought in the Circuit Court of Ohio County, West Virginia.

IN WITNESS WHEREOF, the Board and Licensee have executed this Agreement by their duly authorized officers or representatives, effective on the date first above written.

BOARD OF EDUCATION OF OHIO COUNTY

By: _____

Printed Name: _____

Title: _____

LICENSEE

By: _____

Printed Name: _____

Title: _____