

**CONWAY PUBLIC SCHOOL DISTRICT**  
**JAMES H. CLARK AUDITORIUM**  
**BUILDING POLICY FOR SCHOOL ORGANIZATIONS**

Definitions: Conway Public School District No. 1 shall hereinafter be referred to as “Conway Public Schools” or “CPS.” The James H. Clark Auditorium shall hereinafter be referred to as “**Facility.**” The school, school group, organization, or person(s) renting the facility shall hereinafter be referred to as “**Renter.**” The area of the Facility that is authorized to the Renter for use is hereinafter referred to as “**Authorized Areas.**” The dates and times set forth for the event(s) shall hereinafter be referred to as “**Event.**”

- At least fifteen (15) days prior to an Event date a completed Equipment Needs form, a complete Stage Plot (floor plan), and detailed Agenda for the Event, as well as a full and complete description of all set-up (including, without limitation, any staging, lighting, video, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical requirements, communications systems, and other work anticipated to be needed for the Event, shall be provided to the Auditorium Supervisor.
- When referring to the Facility, **Renter shall use the name “James H. Clark Auditorium” and no other name**, and shall use reasonable best efforts to require third parties that they are in contracts with, in connection with the Facility, to do the same. The use and designation of the Facility’s name shall include, but not be limited to, printed materials, advertising, admission tickets, internet and social media designations and public relations or promotional press releases. Any use of a logo or other trademark shall be subject to the prior written consent of the Auditorium Supervisor.
- Renter and all persons participating in or attending an Event shall not enter the Facility prior to their scheduled time, and shall vacate the Facility on or prior to the end-time of the last Event.
- In rendering the Facility to the Renter, CPS does not relinquish the right to control the management thereof, and to enforce all the necessary and proper rules for the management and operation of the same; and the Auditorium Supervisor and authorized employees of CPS may enter the same, and all Authorized Areas, at any time and on any occasion. CPS reserves the right, but not the responsibility, through its Auditorium Supervisor and its representatives to eject any objectionable person(s) from said Facility, and upon the exercise of this authority through the Auditorium Supervisor, agents or police, the Renter hereby waives any right and all claims for damages against CPS.
- The Facility shall not be used for any unlawful or immoral purpose, or in any manner determined to be in conflict with the educational values and mission of CPS, or for the purpose of advancing any doctrine or theory subversive to the Constitution, laws of the State of Arkansas or the United States, or any entertainment that may be detrimental or destructive to the buildings/fixtures/furniture, or in any manner so as to injure persons or property in, on or near the facility.

- Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Facility, or to any portion of said Facility and grounds by consent of Renter or by or with the consent of Renter's employees or any person acting for or on behalf of said Renter.
- Renter shall Not drive any nails, hooks, pins, tacks or screws in any part of facility. **No self-adhesive material, including glue, tape, stickers, etc. in general and specifically not used to display banners or posters of any kind shall be allowed in any part of the facility. No chemicals, cleansing powders, chalk or other agents are allowed in any part of the facility.** Renter shall not injure, mar, deface in any manner, cause or permit anything to be injured or marred or defaced to the premises. **Only removable gaff tape will be allowed, and must be immediately removed after Event.**
- Renter shall Not make or allow to be made any alterations of any kind therein to premises, grounds, or equipment without written consent of the Auditorium Supervisor.
- Renter shall not operate or use any equipment, costumes, props, materials, or other items belonging to CPS without prior written approval from the Auditorium Supervisor.
- The following items are **Strictly Prohibited within any areas of the Facility:**
  - Alcoholic beverages, drugs, products containing tobacco, electronic cigarettes, smoking devices or the act of using such products in or on any property owned or leased by CPS;
  - **Possession of beverages, food, food products, either for consumption, sale or sample distribution (free samples);**
  - Firearms of any kind and other weapons defined in A.C.A. § 5-73-120 (including but not limited to knives, electronic shock devices or other weapons that could be used to harm another individual or property);
  - Possession, application, or distribution of any self-adhesive stickers, promotional items, posters or similar items on the ingress or egress of the Event or inside the Facility;
  - Any self-adhesive material including tape, stickers, etc. in general and specifically not used to display banners and/or posters of any kind for Event;
  - Pyrotechnics and flame effects or open flame;
  - Propane and propane powered vehicles, equipment and displays;
  - Helium or other lighter than air filled balloons;
  - Laser pens or other laser light-type pointing devices;
  - **Recording devices (video, audio or photographic) for the intent to distribute or to re-sell.**
- Renter shall not cause or permit any hazardous material, substances, toxins, or solid waste to be used, stored or generated on or transport to and from the Facility.
- Renter shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside of outside or on any part of the Facility except upon written permission by the Auditorium Supervisor, and for such time and in such location as designated by the Auditorium Supervisor. Which permission/consent/approval shall not be unreasonably withheld or delayed. Renter shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by Auditorium Supervisor.

- No collections, whether for charity or otherwise, shall be made, attempted or announced at the Facility, without first having made a written request and received the prior written consent of the Auditorium Supervisor.
- No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while Facility is in use. All designated exit ways shall be maintained in such manner as to be visible at all times. Per State Fire Code, the placement of chairs in aisles and walkways, or exceeding building capacity is prohibited.
- Renter agrees to have, on hand at all times, sufficient security (including but not limited to Facility event staff, contracted security personnel, uniformed off-duty certified police officers from any of the following departments: Conway Police Department, Faulkner County Sheriff's Office, University of Central Arkansas Police Department, or Arkansas State Police) to maintain order and protect persons and property. Non-uniformed security will be subordinate to uniformed officers in all matters concerning security. Renter must provide adequate security for all Events at the expense of Renter. All security personnel, both uniformed and non-uniformed must be contracted to provide security beginning, at least, ½ hour before the scheduled beginning and ending ½ hour after the completion of the Event.
- Only Facility personnel will operate sound, stage or media equipment. Others that wish to operate the aforementioned equipment must have written approval from the Auditorium Supervisor. Pianos are to be moved by authorized school personnel only.
- Renter shall be responsible for providing, at its sole cost, auxiliary aids and services, including, but not limited to, sign language interpreters for the hearing impaired, that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies in connection with an Event are in compliance with ADA.
- Prior notice must be given, and approval received, to use Facility classrooms for any purpose other than their intended use. An adult supervisor must be in the classroom at all times.
- **Renter shall restore to their original conditional any classrooms, dressing rooms, and stage areas, immediately, upon completion of the Event.** CPS is not liable for any equipment, props, or other items left in the Facility.
- CPS assumes no responsibility whatsoever for any property placed in Facility by Renter and CPS is hereby expressly relieved and discharged from any and all liability for a loss, injury or damage to persons or property that may be sustained by reason of occupancy of Facility. CPS shall have the sole right to collect and have the custody of articles left in the Facility by persons attending any Event and Renter shall not collect nor interfere with the collection or custody of such articles.
- CPS reserves all rights not specifically granted to Renter, including but not limited to the sole right to sell or give away souvenir merchandise, to conduct check rooms, to take photographs and other privileges. Renter shall not engage in, permit to occur or undertake the sale or distribution (either purchased or complimentary) of any of the aforesaid or similar articles or privileges, without the prior written consent of the Auditorium Supervisor.

- CPS, through its Auditorium Supervisor, is responsible for approving all personnel and/or subcontracted personnel to operate all production recordings, merchandise sales, and to retain all proceeds from same. There is a merchandise fee of 20% for Soft Goods (such as event programs, hats, t-shirts, artist merchandise and other non-intellectual property) and 10% for Hard Goods (such as CDs, DVDs, Audio and Video Tapes, and other intellectual property items). Renter shall be responsible to sell said merchandise and provide proper accounting of all sales.
- Renter shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties, and to the protection of intellectual property rights associated with such works.
- Renter shall not broadcast, record, or film the Event for television, internet, radio, cell phone broadcast, or the creation of DVD's or CD's for sale in the Facility or otherwise, or any other means of commercial exploitation. CPS may agree to waive its rights hereunder upon payment to CPS as consideration for such waiver, of the sum of \_\_\_TBD\_\_\_ Dollars (\$\_\_TBD\_\_) (commonly known as an Origination Fee). Such waiver shall in no manner waive any provision concerning such rights which may be contained in labor agreements or the like.
- Renter may be responsible for payment of royalty, copyright or other payments which may be payable on behalf of their party to owners of such works, and agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such works. Renter is responsible to make any and all reports to such agencies and/or parties, such as ASCAP, BMI, SAG, SESA, Copyright Clearance Center, and other similar agencies, if applicable.  
Renter should provide to Auditorium Supervisor any such compliance evidence as may be requested by Auditorium Supervisor in advance of or after any such Event.
- Renter will hold CPS harmless of and from any and all manner of losses arising in any way from the use by Renter of proprietary intellectual property of their parties (whether actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication, display, or performance by Renter, and shall include specifically without limitation the use of recordings, audio broadcasts, video broadcasts, works on other magnetic media, sounds or images transmitted via the internet, television, and all other publications, displays or performance means whatsoever, whether now known or developed after the date of this agreement.
- Renter, its employees, agents, members or other representatives shall not re-sell admission tickets to the general public, except as otherwise provided herein, nor shall they re-sell the tickets for an amount greater than the face value (otherwise known as "scalping"), to the extent prohibited by law. Renter and its representatives shall provide assistance to CPS in its efforts to control and prevent such ticket "scalping."

- Motor vehicles being parked or stored in any area of the Facility during the Event cannot be running during any portion of the Event. All vehicles stored overnight must be approved by the Auditorium Supervisor in advance, and the Auditorium Supervisor must obtain a key to these vehicles.
- Representatives of CPS must make all electrical connections other than one hundred twenty (120) volt wall connections. Multiple plugs per standard one hundred twenty (120) volt outlets such as twin sockets, cube taps, etc. will not be permitted. All electrical equipment shall be properly wired and meet Fire Underwriters Laboratory specifications.
- Any third-party used for an event must provide a Certificate of Liability Insurance which provides coverage against all claims resulting from personal injury, bodily injury to, or death of persons and damage to, or loss of, property, in, on or about the CPS's Facility or owned adjoining property, in connection with the third-party's acts or omissions during any portion of the Event(s). Contact the Auditorium Supervisor for additional insured specifics and minimum coverages and limits.
- All activities conducted in the Facility shall be open to all persons without regard to race, color, religion, sex, or national origin.
- During the Event, Renter shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights and Human Rights and opportunities.
- Renter shall comply with all legal requirements that arise in respect to the Facility and the use and occupation thereof. Renter shall be responsible for policing and insuring its staff, volunteers, and attendees abide by all of the provisions in this policy. Auditorium staff will not police participants/attendees. Renter will be held responsible for any violation of the above policies.

By signing below, the renter/sponsor agrees they have read, made themselves familiar with, and will adhere to the auditorium policies set forth above.

RENTER/SPONSOR:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

SUPERVISOR:

\_\_\_\_\_

Signature of Renter's Supervisor

\_\_\_\_\_

Date