

MASTER AGREEMENT

Apache Junction Performing Arts Center

4/8/2021

Definition: The individual(s) or organization engaging with the Apache Junction Performing Arts Center for use of facilities, equipment and services of Apache Junction Performing Arts Center are bound by the terms and conditions specified in the Master Agreement and its attached Contracts. Revisions to the Contract and Master Agreement listed shall be accepted as an integral part of the terms and conditions upon counter-signatures both the Apache Junction Performing Arts Center (hereinafter referred to as the “Center”) and the individual(s) or organization (hereinafter referred to as the “User”).

Deposits: User agrees to pay initial fee of 25% of the total facility rental. If additional dates are needed, another 25% down payment fee will be assessed. The total amount of the deposit will be applied to the rental charges in the final billing.

Return of Agreement: Date(s) requested by the User are not considered firm until User returns the signed Agreement, Facilities Rental Contract along with a deposit and general liability insurance.

Ticket Sales: The Center does not take any percentages of ticket sales.

Insurance: The User agrees to provide a certificate of general liability that covers the following categories and amounts. \$1,000,000—Death or bodily injury to one individual-one occurrence; \$1,000,000—Death or bodily injury to more than one person-one occurrence; \$1,000,000—Damage to or loss of property in one occurrence. The User must also list the Apache Junction Unified School District as an additional insurer but a non-contributing member.

Permits and Fees: The User shall, at User’s sole cost and expense obtain any and all government permits, approvals or concurrence required for the use of the Center. Furthermore, User agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentation of any performance hereunder and protect and hold the Center harmless from any failure to make such payments. User also agrees to comply with local, state and Federal statutes, laws and/or regulations.

Claims: User agrees that it will hold harmless the Center and its members as well as the Apache Junction Unified School District, its employee and elected officials.

Cancellation by User: If the User cancels this event, no deposit refund shall be made; User also agrees to pay any fee incurred by the Center in connection with the event.

Cancellation by Center: This Agreement may be cancelled by the Center immediately upon written notice delivered to the User upon breach of any terms within this agreement. Any deposits made by the User to the Apache Junction Unified School District will be reimbursed.

Force Majeure: In the event that the Center is unfit for occupancy by User during the period covered by the Agreement, by reasons but not limited to, fire, earthquake, flooding, strike and civil disturbance, this Agreement shall be of no further use. The Center, as well as the Apache Junction Unified School District shall not be liable for any costs other than to refund any deposit made for the rental of the Center.

Repairs: User agrees to pay for the repairs and/or replacement of any of the Center's equipment, appliances, materials, sets, and/or supplies broken and damaged as a result of the use of the Center.

Billing: All payments will be made to the "Apache Junction Unified School District".

Access: The Management and any other authorized personnel have the right to access the Center during the period covered by this Agreement in order to ensure compliance with this Agreement.

Construction and Painting: User will not at any time engage in the construction or painting of scenery, properties or other goods without prior approval of the Management.

Promotions: The Center will not provide promotional services that include press releases or direct mail resources but will advertise with prints and posters only in the lobby area of the Center provided at the User's expenses. The User accepts sole responsibility for promoting event.

Storage: User agrees to remove any set pieces, property, equipment and costumes immediately following the performance.

Piano Tuning: User agrees to reimburse the Center for piano tuning fee(s) if use of a tuned piano is desired. Tuning request must be made 30 days prior to a performance date. User agrees to utilize the Center's house tuner, which will be arranged by Management. Under no condition shall the Centers Mark Allen grand piano be tuned by anyone other than a certified technician.

Security: User agrees to pay for one or more security guard(s) to be located in the backstage areas of the Center at a rate of \$50 per hour, or current market rate, upon User's request. The security guard must be an off duty Apache Junction police officer.

Custodian: User agrees to pay for two custodians for the minimum of two hours and a max of eight hours for the event at a cost of \$30 per hour, or current market rate, upon Center's request.

Royalties & Duties: The User shall be responsible for ASCAP, BMI, SESAC and any other music royalty fees associated with the User's event. Theatrical performances require contracts with Samuel French, Music Theatre International or other companies shall be the responsibilities

of the User. At no time will the Center be expected to enter into such agreements in any way. The User shall be responsible for contracts and fees associated with employment of its personnel, including actors, technicians, directors, choreographer and all other artistic labor

Smoking: No smoking is allowed anywhere on school property. Violators will be prosecuted and subjected to fines. The User shall be responsible for enforcing the non-smoking regulation. Failure to do so will result in a breach of contract and can, at the option of the Apache Junction Unified School District terminate of said Agreement as well as refusal of future rentals.

Motion Picture and Video: No motion picture or video projection will be displayed without prior consent from the Centers Management.

Parking: The Center does not guarantee parking for its user or staff and patrons of the users.

Loss and Theft: User agrees to not hold the Center responsible for lost or stolen items.

Recording: The User and Center agree that both parties may record the performance for internal purposes only. The user agrees that any recording, either or both audio or visual made of the performance covered by this contract for the purpose of selling at a later date is subject to a set fee approved by the AJUSD Governing Board payable to the Apache Junction Unified School District. Any recordings sold must be given a location credit "Recorded at Apache Junction High School Performing Arts Center in Apache Junction, Arizona".

Accessible Seating: The User shall in no way obstruct any accessible seating throughout the auditorium.

Centers Audio Equipment: The Center holds its rights to approve or deny the Client from using any audio equipment in the venue. This includes but is not limited to: speakers, sound boards, frequencies amplifiers and microphones.

Food & Consumables: No food or drink will be consumed on the premises, by the Users, except in areas assigned by the venue. Any trash left in the house, stage or backstage areas will need to be picked up and disposed of by the User. A cleaning fee will be assessed if there is any trash in the set areas.

COVID-19: The district will not be responsible for anyone who may contract the COVID-19 disease while in attendance.

Additional Regulations: The Center reserves the right to impose any additional rules or regulations, or to set special rental and use Agreements, whether or not expressly provided herein, which may be in the best interests of the Center and the district.

I HAVE READ AND AGREED TO ACCEPT THE MASTER AGREEMENT FOR THE APACHE JUNCTION PERFORMING ARTS CENTER:

Company:

By: _____ Date: _____

Apache Junction Performing Arts Center:

By: _____ Date: _____

Zachary Lundquest, Coordinator