



1401 Cedar Street, Bastrop, Texas 78602 - (512) 772-7800

## Jerry Fay Wilhelm Center for the Performing Arts Facility Usage Rules and Planning Guidelines



### Scheduling and Event Planning Information

The Bastrop Independent School District Board of Trustees welcomes public use of the Jerry Fay Wilhelm Center for the Performing Arts for educational, recreational, civic, or social activities, when these activities do not conflict with school use or with local or state laws or regulations, and in accordance with: Texas Constitution Article III, Section 52(a), Texas Education Code Section 11.151, Board policy GKD (LEGAL) and GKD (LOCAL), and District Procedures. Requests for non-school use of the Center for the Performing Arts shall be considered on a first-come-first-served basis. Academic and extracurricular activities sponsored by the District shall always have priority. The Superintendent shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity or emergency.

Sponsors (Requestors) of organizations (both District and Non-School Use as defined under FACILITY USAGE CATEGORY) who request use of the Jerry Fay Wilhelm Center for the Performing Arts are responsible for reading all rules and guidelines for Facility Usage and communicating them to their organizations, staff, volunteers, performers, students, parents, other participants, and audience members as appropriate. Sponsors (Requestors) **must initial** each area as indicated, and **SIGN** where designated throughout this form and then return original copies of the agreement, along with any and all relevant documents, to the Jerry Fay Wilhelm Center for the Performing Arts Office located at 1401 Cedar Street, Bastrop, Texas 78602. Note: Please retain a copy for your records.

## Scheduling and Event Planning Information continued

### Facility Usage Category Information:

**Category A** – School Affiliated, youth oriented, non-profit groups such as PTA, PTSO, PTO, booster clubs, local professional educator organizations, and campus registered student clubs. For **Category A** there will be no facility use rental fees, however, hourly labor costs may be applied depending upon the size and scope of proposed use.

**Category B** – Non-profit, non-school affiliated youth oriented groups such as youth sports associations, youth sports clubs, and BISD sanctioned programs that benefit BISD students; and if the organization or group is open to all children and is community-wide in nature and offers a program of interest and benefit to the general public. For **Category B**, qualified organizations and groups will receive a 40% discount on facility use rental fees, however all associated hourly labor costs will be apply.

**Category C** – Non-youth oriented, non-profit groups such as Churches, civic organizations, government entities, and homeowners associations – membership must be comprised of 50% of residents residing within District boundaries and a membership roster reflecting member addresses must be provided with a completed facility rental agreement. For **Category C**, qualified organizations and groups will receive a 40% discount on facility use rental fees, however all associated hourly labor costs will be apply.

**Category D** – Profit groups, Private Groups, or Commercial Enterprises not defined as any group with non-profit status as long as an educational, civic, or charitable purpose shall be served; and a substantial segment of the community shall be benefited; and alternate facilities are unavailable.

**Category E** – Non-profit youth service groups comprised of students enrolled in BISD such as Boys & Girls Club, Boy Scouts and Girl Scouts; and if the organization or group is open to all children and is community-wide in nature and offers a program of interest and benefit to the general public. For **Category E**, qualified organizations and groups will receive a 40% discount on facility use rental fees, however all associated hourly labor costs will be apply.

Churches and other religious organizations desiring to rent the Jerry Fay Wilhelm Center for the Performing Arts may do so for “special events” only (depending upon schedule and availability). Extended use or long-term use for non-school groups shall not be allowed. Extended use or long-term use is available at elementary & intermediate/middle school campuses only (depending upon schedule and availability). Please contact the BISD Department of Operations or go to [www.bastrop.isd.tenet.edu](http://www.bastrop.isd.tenet.edu) for additional information.

The Jerry Fay Wilhelm Center for the Performing Arts is comprised of ~ a **Main Auditorium/Theater** that seats 1500 patrons; a **Black Box Theater** that seats up to 200 patrons; and a **Green Room** that can accommodate up to 100 people. The facility also contains a large lobby/foyer space which can be used for catering and “special events” for up to 72 patrons.

Technical Specifications and floor plans may be referenced on pages 7 - 10 of this document. All of the spaces within the Jerry Fay Wilhelm Center for the Performing Arts may be rented with a four (4) hour minimum charge and all other associated costs.

Once a completed Facility Rental Agreement form is returned to the Jerry Fay Wilhelm Center for the Performing Arts office, it will be submitted for review and approval. Facility Rental Agreement forms must be completed and submitted 3 weeks prior to the scheduled event.

A 25% non-refundable deposit will be required with final approval of Facility Rental Agreements, and final payment for the use of facility is due 48-hours before scheduled event. If an event is to be canceled, 72-hour notice is required, otherwise facility rental fees and direct District costs may be charged to requesting organizations.

As a touring venue, the Jerry Fay Wilhelm Center for the Performing Arts serves all schools within Bastrop ISD. It is specifically designed for student performances and fine arts showcases which are generally planned at the start of each school year. Therefore, the primary planning calendar used is September through June. Non-school related groups may not schedule events until after July 1st of each school year in order to allow schools and district groups first access to scheduling and to ensure facility availability. Events cannot be scheduled more than six (6) months in advance and events held during the week cannot start before 5:30 p.m. unless approved by special arrangement.

**Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_**

## Scheduling and Event Planning Information continued

All non-school events must be over by 10:00 p.m. on weekdays (Monday-Thursday). All non-school events must be concluded and the facility and school grounds vacated by mid-night on Fridays and Saturdays. The facility is not available for booking on Sundays.

Restricted Use Dates include the last three (3) weeks in July in order to prepare for the upcoming season; the 1<sup>st</sup> two (2) working days in January (excluding in-service training); the 1<sup>st</sup> two (2) working days following graduation (for the purposes of inventory); and all dates set aside as staff/student holidays as approved by the Board of Trustees – including but not limited to Labor Day, Thanksgiving Break, Christmas/New Year's Break, Martin Luther King Holiday, Spring Break, Easter Break, Memorial Day, and July 4<sup>th</sup>.

The facility is not available for weddings, funerals or memorials.

All facility rental agreements are subject to rate increases annually as District costs for utilities and labor may be subject to annual increases.

Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_

## Timelines for Set-up, Rehearsal, Performance

- ✓ **Requestors/Sponsors –** defined as anyone, **including** BISD Staff who uses the facility for an event.
- ✓ Scheduled time limits shall be strictly observed! All organizations must clear stages, backstage areas, and entire facility within the agreed upon hour or fees may begin to be charged.
- ✓ If applicable, Technical staff must be allowed a 15 minute break every two hours, and a 30 minute break every four hours. If rehearsal/performance time exceeds 3 hours, requestor/sponsor must supply a snack for the technical staff. If rehearsal/performance exceeds more than 5 hours, tech staff must be provided with a meal. Requestor/Sponsors will be charged for unprovided snacks and meals.
- ✓ Any equipment, instruments, scenery, props, costumes, concessions, or other event related items must be removed from the premises by the final stated facility lock down time.
- ✓ The Jerry Fay Wilhelm Center for the Performing Arts will not be opened until event Sponsors (Requestors) are present and ready to assume all supervisory responsibilities.

Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_

## Supervisory Responsibilities for Sponsors (Requestors):

- It is the responsibility of the Sponsors (Requestors) of any group requesting use of The Jerry Fay Wilhelm Center for the Performing Arts to supervise and be responsible for the actions and conduct of all persons participating in a facility use event.
- If a sponsoring organization is a BISD school group, at least one campus administrator and or designee shall be in attendance before, during and after an event, and they must be easily accessible and visible throughout the event. The sponsor and campus administrator will be required to stay at the facility until all event participants and guests have departed the premises.
- It is the responsibility of the Sponsors (Requestors) to challenge and exclude anyone for whom the Sponsors (Requestors) are not assuming responsibility.
- The Sponsors (Requestors) agrees to protect District Property against misuse and agrees to pay for any damages that occur during the time their group uses the facilities.
- If attendance for an event is 100 persons or more, the District may require the organization to provide security officers for the event. Sponsors (Requestors) shall cooperate with District Staff in making a good faith estimate in professional security needs (Bastrop Police and Bastrop Sheriff Deputies) dependent upon the size and nature of events. This is to ensure that all activities are orderly and lawful, as well as to ensure proper participant deportment.
- Custodial staff and District staff assigned for event coverage, facility access, and support are not on-duty to supervise and or provide security or management for events.
- Reasonable volunteer security arrangements, appropriate to the type of event for which the Jerry Fay Wilhelm Center for the Performing Arts facility has been contracted and approved by BISD may be allowed, **however, if audience behavior is not appropriate, it is the responsibility of the Sponsors (Requestors) to address all issues, concerns and or offending person(s).**
- Sponsors (Requestors) for BISD school groups will ensure District staff and administration are responsible for student participants and their patrons during the entire time students or patrons are present on school property. Sponsors will provide adult supervision, 30/1, to monitor student behavior.
- Sponsoring teacher(s), administrator(s), and/or organizer(s) must remain on site until all guests and participants have left the facilities. Students may never be left unattended after events and operational support staff and custodians must not be left in charge of students waiting for rides home after facility events conclude.
- Access to the Jerry Fay Wilhelm Center for the Performing Arts shall be restricted to the specific areas as requested and or allowed by agreement. Storerooms, mechanical rooms, electric panel rooms, technology hub rooms, the center's offices, and other restricted areas are expressly off-limits.
- Participation for any usage (school and non-school) shall not discriminate against persons because of age, race, color, creed, religion, disability, gender, ethnic or national origin, or veteran status.
- BISD prohibits discrimination against individuals with disabilities and events must reasonably accommodate persons with disability.
- All organizations shall comply with all federal, state, and local laws, regulations, policies, and licensing agreements.
- BISD facilities are "tobacco and weapon free zones." There will be no tobacco use in school buildings and on school grounds. Possession and use of intoxicating beverages or controlled substances on school property is prohibited. (GKA-(LEGAL), Education Code 38-006)

Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_

## Efficiency of Operations and Use of District Facilities:

- Non-school groups and organizations must provide sufficient supervision and management for all events. Ushers, ticket-takers, concession workers, event hosts, etc., are the responsibility of the Sponsors (Requestors).
- All District organizations must provide sufficient supervision and management for all events. Ushers, ticket-takers, concession workers, event hosts, parking attendants, etc are the responsibility of the Sponsors (Requestors).
- Non-school groups and organizations agree to the payment for services of technical support of the Jerry Fay Wilhelm Center for the Performing Arts in addition to rental fees. These support positions are outlined in the Facility Rentals Agreement. Non-school groups and organizations are prohibited from operating the Jerry Fay Wilhelm Center for the Performing Arts' technical features such as lighting and sound production. Only authorized district personnel and certified student employees may operate the Center's technical systems.
- No photography, video-taping, or sound-recording of any kind is permitted during performances, unless otherwise specified by the event sponsor.
- Animals are not permitted inside the Jerry Fay Wilhelm Center for the Performing Arts except for accessibility reasons.
- No electrical wiring is to be changed and no part of the Jerry Fay Wilhelm Center for the Performing Arts may be modified under any circumstance.
- Tape, holes, screws, nails, etc. are not to be placed in or on the floors, walls, or ceilings. Gaffers tape, spike tape and glow tape only may be used on stage surfaces. Duct tape may be used on sets only. Requestor/Sponsors will be charged for any damages caused by use of inappropriate tape.
- No part of any window or door may be covered in any manner without express permission of the Center's Management.
- No part of any emergency device such as fire alarms and emergency lighting may ever be covered up and or obstructed.
- Access shall never be obstructed and or blocked for any reason. Tornado and other Emergency Evacuation plans are posted in all facilities. Sponsors (Requestors) must familiarize themselves and their participants with all evacuation plans and posted emergency management plans. Sponsoring organizations must ensure that any and all safety signage posted by the District remains visible and unobstructed.
- All organizations are liable for remaining within safe occupancy limits as established by room configuration. Each audience member must be seated in a fixed chair (auditorium only) prior to the start of the performance. Audience members may not be seated in aisles at any time. 'Standing Room Only' tickets are not permitted to be sold and will not be honored.
- Children are to be supervised at all times and remain in authorized areas as assigned by the Facility Use Agreement.
- Vehicles shall be parked only in designated parking spaces and parking in fire lanes is strictly prohibited. Unauthorized or unattended vehicles are subject to towing. It is the responsibility of the Sponsor to ensure their patrons know the rules and communicate that violators are subject to towing.
- No vehicles may drive off of designated drives and onto sidewalks and or grass portions of the Center's property. Any damage caused by violations of this rule will be the responsibility of sponsoring organizations.
- Loading and unloading equipment from vehicles shall only occur from car drives, bus drives and or at the facility's loading docks. Hand Trucks and carts may then be used to transport supplies and equipment on sidewalks and through common areas.

**Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_**

**Efficiency of Operations and Use of District Facilities: con't.**

- No food or drink (excluding water) is ever allowed anywhere in the Jerry Fay Wilhelm Center for the Performing Arts except for the lobby/foyer & concession operations. No food or drink (excluding water) is allowed in auditorium areas and or on production stages. No gum allowed at any time.
- Thrown glitter, confetti, or any similar item is strictly prohibited and NOT allowed.
- Helium balloons of any kind are not allowed.
- Sponsoring groups are responsible for assisting in the cleanup of facilities and removal of all materials that were brought in for events. Sponsor (Requestors) will be provided with a check out list and should confirm with PAC staff that the facility is in a neat and orderly condition before leaving.
- All sponsoring groups shall be held responsible for reimbursing the district the cost of damage, loss, or excessive cleaning charges incurred through the use of facilities during events. Recurring losses and damages may result in loss of Facility Use privileges by the responsible organization. Furthermore, any misuse or abuse of District property, equipment, or facilities may result in termination of Facility Use Agreements and or denial of further use.
- BISD will not be responsible for or liable to Applicant for loss resulting from any lack of heat, water, electricity, lighting or air conditioning due to an act of God or failure of equipment to operate or function properly.
- Open flames and candles are prohibited in all District facilities.
- Only authorized employees of the District shall be permitted to have keys to District Facilities. Keys, Card Access, and Alarm codes are only given to authorized District personnel.

**Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_**

**Liability Insurance:**

Sponsors (Requestors) shall purchase, provide and keep in effect during the use period, pursuant to District Policy, a liability insurance policy, or rider to an existing policy, naming as additional insured "Bastrop ISD, its officers, employees, and agents," which will provide coverage in the amount of \$500,000 for property damage and \$1,000,000 per occurrence for personal injury (including death). Coverage provided by such policy or rider must apply to the death or injury of any person and the damage to property that result, directly or indirectly, from the intentional or negligent act or omission of Sponsors (Requestors) officers, agents, employees, guests, or invitees during the use or occupancy of District facilities. Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the District and provided no later than 14 calendar days prior to facility use. The Sponsors (Requestors) must provide the District with a certificate of insurance attesting the existence of a policy or policies providing coverage required.

Policy deductibles shall be the responsibility of the Sponsors (Requestors) for any claim (s).

**Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_**

## RENTAL FEES & SERVICES

**Sponsors (Requestors) agree to the payment for the services of the following space + available equipment ~**

- Main Auditorium / Theatre @ \$200/hr (minimum 4 hours – *includes access to dressing rooms*)
- Black Box Theatre @ \$100/hr (minimum 4 hours)
- Green Room @ \$50/hr (minimum 4 hours)
- Concessions @ \$20/hr
- Foyer/Lobby @ \$50/hr (minimum 4 hours)
- Entire Facility @ \$300/hr (minimum 4 hours)

Circle the Category that applies to your group or organization:

Category A

Category B

Category C

Category D

Category E

### Facility Usage Category Information:

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**Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_**

**Sponsors (Requestors) agree to the payment for the services and or the following staff ~**

- House Manager @ \$15.00/hr (*minimum 1*)
- Stage Manager @ \$15.00/hr (*minimum 1*)
- Custodial Staff @ \$25/hr (*minimum 1*)
- Technician @ \$15/hr (*minimum 1, in any of the following duties*)
  - o Lighting Technician
  - o Audio Technician
  - o Followspot Technician # 1
  - o Followspot Technician # 2
  - o Projector Technician
  - o General Backstage Technician
- Parking Attendant @ **\$15/hr** (typically 3 attendants, required as necessary for directing audience traffic and pedestrians. The Jerry Fay Wilhelm Center for the Performing Arts has ample parking for most small events, however large events will require parking over-flow to be directed to Bastrop High School Parking facilities)
- Concert Grand Piano - requestor will be charged a **\$75.00** maintenance and tuning fee.
- Harlequin Dance Floor - requestor will be charged a **\$25.00** set up fee.
- Diva Orchestral Shell System - requestor will be charged a **\$100.00** set up and break down fee.
- Table Skirting - If 3 or more tables require covering and skirting, a **\$25.00** set up fee will be charged.
- Iced Tea - product can be provided by the PAC for concession iced tea maker for a charge of **\$7.50** per each 3 gallon container used. Requestor/Sponsor will provide cups, condiments and any other needed supplies.
- Coffee - product can be provided by the PAC for concession coffee maker for a charge of **\$2.00** per each 8 cup coffee pot used. Requestor/Sponsor will provide cups, condiments and any other needed supplies.

There will be 2 hours added to the time reserved for all personnel costs to cover set-up and strike for most large events.

**Only BISD personnel may be used for the above named**

Sponsors (Requestors) initials: \_\_\_\_\_

**Organization & Billing Information:**

Organization: \_\_\_\_\_

Sponsors (Requestors): \_\_\_\_\_

Billing Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**Hold Harmless & Indemnification Agreement:**

The undersigned, \_\_\_\_\_, agrees to indemnify and hold the Bastrop Independent School District, its Board of Trustees, officials, agents, employees, and volunteers harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct, management, or operation of Bastrop ISD property by the undersigned, or from any breach on the part of the undersigned of any conditions of this Agreement, or from any act of negligence of the undersigned, its agents or employees, in or about the premises.

It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.

Dated this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_ At \_\_\_\_\_ County, Texas

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

Sponsors (Requestors) initials: \_\_\_\_\_

**Sponsors (Requestors) Signature and District Approvals**

Signature of Sponsors (Requestors): \_\_\_\_\_ Date: \_\_\_\_\_

Approved by District Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Approved date: \_\_\_\_\_

NOTICE TO: Maintenance & Custodial Departments: \_\_\_\_\_

Completed & Signed Rental Agreement Received (including all initialed pages of Facility Rules & Guidelines): \_\_\_\_\_

Deposit Received: \_\_\_\_\_ Proof of Insurance Received: \_\_\_\_\_ Posted to all Events Calendars: \_\_\_\_\_