

**THOMAS JEFFERSON HIGH SCHOOL THEATER USE AGREEMENT
(Theater Rental Contract)**

This Agreement "Agreement" is entered into and effective as of _____,
_____ (the "Effective Date") by and between the West Jefferson Hills School District ("District"),
on behalf of its Thomas Jefferson High School ("TJHS" or "School"), located at 830 Old
Clairton Road, Jefferson Hills, PA 15025, and

(Print Name) _____ ("Lessee") for the
Lessee's rental of certain portions of the Thomas Jefferson High School Theater and Other
Spaces as enumerated herein ("Theater" or "Venue") for an "Event" or "Events", based upon
the terms and conditions set forth herein. The District and the Lessee may sometimes be
referred to in this Agreement as a "Party" or collectively as the "Parties."

Thomas Jefferson High School

Address: 830 Old Clairton Road
Jefferson Hills, PA 15025

School Telephone: 412.655.8610

Contact Person: Jim Benedek
Title: TJHS Theater Manager
Contact Telephone: 412.655.8610 extension 6362 or 412.916.0856 (mobile)
Contact Email: tjtheater@wjhsd.net
Contact Fax: 412.655.9544

Lessee

Organization: _____
Address: _____
City/State/Zip: _____
Contact Person: _____
Title: _____
Telephone: _____
Email: _____
Fax: _____

Event Description:

Date: _____	Hours of Use: _____
Date: _____	Hours of Use: _____
Date: _____	Hours of Use: _____
Date: _____	Hours of Use: _____

Date: _____ Hours of Use: _____

Date: _____ Hours of Use: _____

Other Event Details:

Estimated Attendance: _____.

RELATIONSHIP OF THE PARTIES

The Parties are independent contractors, and this Agreement shall not be interpreted to create a joint venture, partnership, association or agency between the Parties or impose any liability attributable to such a relationship upon either Party. Neither Party shall have any right or authority to enter into any agreement or incur any obligation or liability for or on behalf of, or to otherwise bind the other Party.

HEADINGS

The titles and headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

NON-EXCLUSIVE USE

The Lessee must understand that the Theater is a teaching space within a larger School setting. As such, other activities may be taking place in other sections of the School during the event scheduled in the Theater.

The District will not receive or accept delivery of Lessee’s equipment prior to the load-in date. Whenever practicable, Thomas Jefferson High School will store Event-related sets, props, costumes, and other properties in areas designated by the TJHS Theater Manager; however, it must be understood that School operations may preclude this courtesy.

USE OF THE VENUE

West Jefferson Hills School District hereby grants to the Lessee permission to use the Theater and Other Spaces, as enumerated herein and in Appendix A – Cost Estimate, for uses in connection with the Event(s), solely during the dates and times as set forth in this Agreement for the performances and related load-in, technical setup, rehearsals, strike/teardown, load-out, and systems restoration.

The Lessee shall exercise due care in its use of the Theater, facilities, and equipment. Nothing may be taped, tacked, or otherwise attached to the Theater walls. Blue painter's tape may be used in other spaces, as approved by the TJHS Theater Manager.

All other portions of the School, other than the contracted spaces, shall remain under the District's sole control and may be used for any and all purposes the District may deem appropriate.

The Lessee, their employees, third-party service providers, volunteers, students, families, agents, guests, invitees, and subcontractors shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders, and all regulations and policies of District.

The Lessee shall obtain, at its expense, all required government licenses, permits and approvals except those licenses, permits and approvals to be obtained by the District, as specified herein.

The Lessee shall return the Venue to the District in the same condition as received by the Lessee, normal wear and tear excepted, and shall pay any costs to repair or restore the Venue and/or other District property to such condition, unless the damage is caused by the sole negligence or willful misconduct of the District, its employees, students, and/or subcontractors.

The Lessee, shall refrain from using any portion of the Theater, the School, or any other part of District property in any manner that may create a fire or other hazard, is inconsistent with applicable fire codes or policies, or could invalidate or increase the rate of insurance on the School.

The Lessee shall not allow obstruction of any portions of the hallways, doorways, vestibules, landings, aisles, ramps, sidewalks, driveways, loading docks, elevators/lifts, ADA accommodations, or access to public utilities of the School.

The Lessee shall not construct any tents or other temporary structures on or around the School without the written approval of the District and all other authorities having jurisdiction.

The Lessee shall refrain from using any portion of the Theater or the School in any manner that constitutes a waste or nuisance, or causes injury to District property.

The Lessee shall make best efforts to recycle materials and minimize waste.

The Lessee shall conduct its business within the School in a dignified and orderly manner, with full regard for the public safety, and in conformity with District fire and safety regulations.

SPACE RENTAL FEES AND ESTIMATED SERVICES FEES

The Lessee agrees to pay the Theater and Other Spaces Rental Fees and Estimated Services Fees in the amounts stated in Appendix A – Cost Estimate. The District reserves the right to charge additional fees, based upon the District's published rates for any services, equipment, or personnel provided by District in connection with Lessee's use of the Venue.

DISTRICT'S RIGHT TO ENTER

The District shall have the right to enter the Venue at all times to inspect and confirm Lessee's compliance with the terms of this Agreement.

BOX OFFICE AND TICKETING

The Lessee shall limit the number of people in the Theater and Additional Spaces, if applicable, to the capacities permitted by local ordinances and requirements and as posted for each space.

The lawful seating capacity of the Theater is **960**.

The Lessee shall be solely responsible for all ticket pricing and sales for its Event(s).

The Venue does not offer a ticketing or reservation service.

A physical Box Office is located in the School, adjacent to the Arts Lobby. The Lessee may utilize the Box Office beginning one hour prior to each advertised curtain time and ending thirty (30) minutes after the final curtain of each performance. There is no additional charge for use of the Box Office.

6 Wheelchair positions and **6** Companion Seats are included in the 960-seat capacity.

6 of the Aisle Seats are equipped with ADA-compliant Transfer Arms.

Up to **45** of those **960** seats can, with prior written notice to the TJHS Theater Manager and at the direct expense of the Lessee, be removed by the TJHS Production staff to create an Orchestra Pit (at Audience Seating Level). Please refer to the Seating Chart for locations and groupings of removable seats. All seats removed must be replaced at the end of the rental period.

AMERICANS WITH DISABILITIES ACT

The Lessee shall comply fully with all ADA regulations, including, but not limited to:

Planning seating, setup, and access to remove physical barriers—for patrons and performers, alike—that would otherwise have been caused by or during the event;

Proactively providing auxiliary aids, services, and reasonable accommodations (e.g., use of the Venue’s assistive listening system and compliant seating provisions, Lessee-provided sign language interpretation and/or simultaneous descriptive services, and accommodation of companions, aids, and/or service animals), allowing individuals with disabilities to participate equally in the event, ensuring a positive experience for all.

The Lessee shall hold six (6) Wheelchair locations along with one (1) adjacent Companion Seat for each wheelchair location until fifteen (15) minutes prior to the advertised curtain time, after which time, those locations can be sold to other patrons.

The Lessee shall hold six (6) ADA Transfer Arm locations along with one (1) adjacent Companion Seat for each Transfer Arm location until fifteen (15) minutes prior to the advertised curtain time, after which time, those locations can be sold to other patrons.

House Holds: The Lessee shall provide ten (10) House Hold seats (for use in resolving patron concerns and for purchase by VIPs) for each performance. House Hold seats can be released for sale to others fifteen (15) minutes prior to the advertised curtain time.

Complimentary Tickets: The Lessee shall provide four (4) complimentary seats for each performance for use by the District Administration. The District shall release any unneeded complimentary seats twenty-four (24) hours in advance.

An authorized Lessee representative must be present in the Arts Lobby thirty (30) minutes before all Performances.

In the event of a sold-out Performance, the Lessee shall not sell “standing room” or any other beyond-capacity seating.

ADDITIONAL SPACES

Please refer to Appendix A – Cost Estimate outlining Additional Spaces included in this Rental.

Dressing Room 1	Capacity – 12
Dressing Room 2	Capacity – 12
Large Group Instruction Room A	Capacity – 125
Large Group Instruction Room B	Capacity – 125
Instrumental Music Classroom	Capacity – 200

Choral Instruction Classroom
TJTV Studio

Capacity – 200
Capacity – 30

TECHNICAL PERSONNEL AND SUPERVISION

The Lessee is responsible for providing sufficient, qualified personnel for the coordination, design, stage management, and wardrobe needs of their production.

In addition, Thomas Jefferson High School will provide key technical personnel to oversee and/or conduct load in, setup, rehearsals, performances, and load out. Staffing, which may or may not include students (depending upon the Event schedule and required technical proficiencies), will be determined by the TJHS Theater Manager or their Designated Representative, based upon information gathered during the Event Planning Process.

At a minimum, the TJHS Theater Manager, a lighting technician, an audio/video technician, and a stage technician will be required. The TJHS Theater Manager will work in a supervisory role, over and above the three theatre technicians, and will not perform crew duties.

The Lessee must provide at least one Event Representative to be present at all times when the Theater, Lobby, dressing rooms, wardrobe room, backstage areas, and/or other rented spaces are occupied. The Event Representative must ensure that all Event personnel have exited the School at the conclusion of each day.

Upon request, the Thomas Jefferson High School TJHS Theater Manager can suggest freelance theatre workers with whom the District is familiar. Unless otherwise agreed in writing, the Lessee will remain responsible for contacting, scheduling, and paying such freelance workers.

Important Notes:

The Lessee may provide their own complement of qualified theatre technicians, in lieu of students or School-provided technicians, if approved in advance by the TJHS Theater Manager. The TJHS Theater Manager will make the final determination regarding the crew complement necessary to ensure a successful and safe Event.

If Event technical details and schedule have not been finalized thirty (30) days in advance, it may be necessary to engage freelance technicians from the District's list of approved technicians, potentially at additional cost to the Lessee.

Crew calls that are cancelled within seventy-two (72) hours of the Event will be charged to the Lessee according to the original production schedule.

Thomas Jefferson High School equipment may not be operated without the direct supervision of the TJHS Theater Manager or their designee.

LOAD-IN / LOAD-OUT / SYSTEMS RESTORATION

Lessee shall not begin moving personnel, equipment, scenery, costumes, props, supplies, or other property into the School prior to the contracted load-in date and time.

All personnel, equipment, scenery, costumes, props, supplies, displays, etc., shall be brought into and out of the Venue only at such entrances designated by the TJHS Theater Manager.

Any items belonging to or rented by Lessee remaining in the School after the load-out date shall be deemed abandoned and may be disposed of by the District, at such time and in such a manner as the District may choose, at its sole discretion, and at the direct expense of the Lessee.

Lessee acknowledges that the District shall have no liability whatsoever for any loss of or damage to Lessee's items, owned, borrowed, or rented, that may arise as a result of such disposal.

DISTRICT-PROVIDED SERVICES, PERSONNEL AND EQUIPMENT

Thomas Jefferson High School will provide its customary complement of repertory lighting plot, with repertory focus, masking draperies, and audio and video equipment. (Please refer to Appendix A – Cost Estimate for Stage Equipment Fees.) Additional equipment (e.g., video projection, wireless microphones, lighting ground row, follow spotlights, etc.) is available for additional charges. Any alterations of the repertory setup must be approved in advance by the District and must be restored to repertory settings at the conclusion of the Event.

Rental Fees shall include, at no additional cost to the Lessee, normal heat, electricity, and water and sanitary systems associated with normal building operations.

The Lessee is required to hire District production personnel, which may or may not include students, to assist with load in, setup, rehearsals, performances, strike/teardown, load-out, and systems restoration at the District's published standard and overtime hourly rates.

The District's Production Personnel shall operate all District equipment, unless otherwise agreed to in writing by the TJHS Theater Manager. A minimum crew shall comprise: Lighting Technician, Audio-Video Technician, and Stage Technician. Events requiring scenery, hanging elements, follow spotlights, and/or other elements beyond the Venue's basic systems, will require additional crew members.

The TJHS Theater Manager shall have sole authority to determine the appropriate crew complement necessary for a successful and safe Event.

Please Note: The TJHS Theater Manager role is supervisory, over and above the crew.

Crew calls that are cancelled within seventy-two (72) hours of the call start time will be charged to the Lessee according to the original production scheduled due in accordance with the production schedule.

The District will provide one (1) qualified House Manager for each Performance.

The District will provide, at the Lessee's expense, the additional Services, including personnel, equipment, and other requirements as described herein, or as otherwise agreed to in writing by the District and the Lessee.

The District may also provide, at the Lessee's expense, such other services, personnel (including security and law enforcement), equipment or other requirements as the District may, in its discretion, determine are reasonably necessary or appropriate for the protection of the Venue, School, and/or other interests of the District.

LESSEE-PROVIDED PERSONNEL AND SERVICES

The Lessee is solely responsible for ensuring that its personnel, including students and volunteers, are properly prepared to work in the Venue. The Lessee shall be solely responsible for obtaining and verifying all necessary Background Checks and Clearance documentation for all personnel, employed and/or volunteer, who will enter the School.

Lessee shall provide, at their sole expense, adequate, qualified personnel for the coordination, stage management, design, costuming, and production needs of their Event(s), including but not limited to, load-in, setup, rehearsals, performances, strike/teardown, and load-out.

Lessee may, at the sole discretion of the TJHS Theater Manager, provide competent theatre technicians to supplement the District production team. Such arrangements must be made in advance and approved in writing by the Theater Manager.

The Lessee shall provide one (1) qualified representative who must be present at all times when the Lessee occupies the Venue, including but not limited to the Stage, Audience Seating Area, Arts Lobby, Dressing Rooms, Wardrobe Room, Backstage areas, Box Office, LGI, and Music classrooms. The Lessee's representative shall ensure all associated personnel, students, volunteers, vendors, etc. have exited the Venue at the conclusion of each day.

The Lessee must provide at least three (3) ushers for each Performance. The TJHS Theater Manager reserves the right to require the Lessee to provide additional ushers for each Performance, based upon projected attendance and other considerations.

The Lessee shall provide all necessary personnel and trucking required for the Load-in and Load-out.

CREW BREAKS AND PREMIUM HOURS

A 10-minute break shall be provided for all School personnel between two and three hours after the start of a working session.

A 1-hour meal break must be provided between four and five hours after the start of a working session. In the event that a meal break is not provided, all affected individuals shall be paid at the double-time rate until such time that a full, 1-hour break has been provided.

Hours worked between 12:00 midnight and 8:00 am, and hours worked on all District holidays, shall be paid at the double-time rate.

LESSEE'S THIRD-PARTY SERVICE PROVIDERS

(Designers, Vendors, Equipment Rental Companies, etc.)

The Lessee may require certain production, equipment, security, and/or other services not provided by the District. The Lessee may contract for such services with third-party service providers, subject to the terms set forth herein, including District Safety Policies and Procedures.

Please Note: Such third-party service providers must be approved in writing at least fourteen (14) calendar days prior to the Lessee's load-in date. The District reserves the right to reject any proposed third-party service provider at its sole discretion.

All third-party service providers shall, before performing any services in connection with this Agreement, secure and maintain all necessary insurance, licensing, and permits, in such forms and amounts as District may reasonably require relative to the nature of the services to be provided, and shall provide the District with proof thereof.

The Lessee shall indemnify and hold harmless the District from any claims that may arise as a result of any third-party service provider's failure to provide any of the insurance coverage, permitting, licensing, or other requirements of this Agreement.

SAFETY REGULATIONS

All Event activities shall be conducted in accordance with Local and State codes, Thomas Jefferson High School Safety Policies and Procedures, and industry best practices. Fire exits must be clear and accessible at all times.

Safety lighting may not be disabled at any time.

Sound levels must not exceed 95db.

The TJHS Theater Manager may, at their sole discretion, deny use of any scenery, equipment, and or rigging that the deem to be unsafe, in violation of the District Safety Policies and Procedures, inconsistent with ANSI standards and/or industry best practices, and/or potentially damaging to the facility, performers, students, and/or members of the audience.

Proper fall protection and/or fall arrest equipment must be used at all times.

Scenery platforms and traps must be constructed in compliance with ANSI E1.46 – Standard For The Prevention of Falls From Theatrical Stages And Raised Performance Platforms.

NIOSH-approved hardhats must be worn by all crew members onstage during the loading and unloading of counterweights.

NIOSH-approved hearing protection and eye/face protection must be used when using powered tools and equipment. Long hair must be tied back. Jewelry and/or loose-fitting clothing should not be worn.

Well-fitting gloves should be worn when adjusting hot stage lights, when loading and unloading counterweights, and when operating the theatrical rigging system.

Crew members must wear hard-soled, closed-toed shoes. Steel-toed boots are recommended when crushing and/or rollover hazards may exist.

All rigging must be done in compliance with ANSI standards and current industry best practices. All hardware must be load-rated and approved by the manufacturer for theatrical rigging applications.

All scenic elements, including rented backdrops and flats, must be accompanied by a certificate of flame retardancy (NFPA 701) issued within one (1) year of the Event. Obtaining a certificate of flame retardancy is the sole responsibility of the Lessee. Scenery constructed by or for the Lessee should be treated for flame retardancy, with proof of product application submitted to the District prior to load-in.

The District does not permit the use of fire, pyrotechnic effects, or incendiary devices in the School without supervision and operation by a licensed pyrotechnician and the presence of a professional fire watch. Lessee shall provide proof of pyrotechnician's licensure thirty (30) days prior to the Event. The standards of NFPA 160 and 1126 shall apply fully, in addition to any state or local requirements for flame effects and pyrotechnics before a proximate audience. Fire watch shall be active for all tests, rehearsals, and performances. Lessee shall pay all costs associated with the technician, equipment, fire watch, special bonding and insurance, and permits.

All atmospheric effects (e.g., chemical smoke, chemical fog, chemical haze, dry ice or liquid nitrogen fog, etc.) must comply with ANSI standard E1.23 – Design and Execution of Theatrical Fog Effects. Great care must be taken to ensure proper ventilation for performers

and crew. Entrapment and asphyxiation hazards must be avoided at all times. Atmospheric effects must be tested by the TJHS Theater Manager, prior to planned use, to assess potential triggering of the building fire alarm or HVAC system. The Lessee shall post a sign at each of the Theater entry doors stating, "WARNING: Chemical-based atmospheric effects are used in this performance."

Flammable materials (e.g., streamers, bunting, tissue paper, crepe papers, etc.) shall not be permitted without written approval of the TJHS Theater Manager and the local Authority Having Jurisdiction.

The District does not permit the flying of performers in the School without supervision and operation by a reputable, professional flying effects company whose services include design review by a licensed professional engineer and installation, training, and operation by an ETCP-certified rigger. Lessee shall provide proof of flying effects company's bona fides thirty (30) days prior to the Event. Lessee shall pay all costs associated with the technicians, engineer, equipment, inspection, special bonding and insurance, and permits.

When strobe lighting is to be used, the flash rate should be kept at or below four (4) flashes per second. Where practicable, multiple strobe lights should be synchronized. Strobe lights should not be used on stairs when performers or crew members are walking up or down. Cast and crew members should be warned prior to the first use of strobe lighting. The Lessee shall post a sign at each of the Theater entry doors stating, "WARNING: Strobe lights are used in this performance."

The District does not permit lagging or screwing into the stage floor. There are no exceptions to this rule.

There is no drilling, painting, or fabricating of any kind permitted inside the Theater.

Spray painting inside the Theater is strictly prohibited.

The TJHS Theater Manager or their designated Technical Representative shall have final authority regarding safety and enforcement.

DRESSING ROOMS AND COSTUME CHANGES

All changing of clothing must be done in the Dressing Rooms or in appropriate quickchange facilities as approved by the TJHS Theater Manager.

TJHS toilet rooms are public spaces and shall not be used for changing.

SECURITY

For the safety and security of all performers, theater personnel, and the entire School community, the Lessee shall not prop open and leave unattended any exterior door.

Professional security staffing, over and above standard School staffing, may be required. Determination of Security needs will be made on a case by case basis, at the sole discretion of the District. All costs related to additional Security shall be the responsibility of the Lessee. Please refer to Appendix A – Cost Estimate.

SCHOOL-APPROPRIATE CONTENT

Prior to signing this Agreement, the Lessee shall disclose all potential liability issues including, but not limited to, nudity, adult, and/or potentially controversial content, or the use of any potentially dangerous technical elements, all of which shall be subject to review by the District. The District shall reserve the right to withhold approval of such elements.

CANCELLATION DUE TO EMERGENCY

Should the Theater be destroyed or damaged to such an extent that the damage will substantially interfere with the safe and effective use of the facilities, or should a strike, public emergency, or other unforeseen occurrence beyond the control of the District prevent the use of the facility, then the District and/or the Lessee shall have the right to terminate the use agreement. The Lessee will be liable only for charges due at the time of termination. Should the agreement be so terminated, the Lessee will waive any claim against the West Jefferson Hills School District for damages and compensation.

THEATER USE DAMAGE PAYMENTS

The Lessee must pay on demand for any loss or damage due to rental activity in the Theater, associated spaces, equipment, and/or equipment belonging to professional talent brought in for the Event.

RADIO, TELEVISION, LIVESTREAMING, AND RECORDING

Permission to broadcast via radio, television, livestreaming, and/or recording for other reasons, requires mutual consent of the Lessee, the District, and the artist(s) or their agent(s), if applicable. Written consent must be obtained in advance. Theater preparations necessary for broadcasting and/or recording may result in additional costs to the Lessee.

NO SMOKING INSIDE THE SCHOOL

Commonwealth of Pennsylvania law prohibits smoking in a school building. Smoking, including vaping and the use of e-cigarettes, is prohibited in all School buildings and on School grounds, including parking lots. Violation of smoking regulations, by any person, including without limitation the Lessee, its invitees, its service providers, and guests, may result in termination of the Event, at the sole discretion of the District.

ADVERTISING / MARKETING / PUBLIC RELATIONS

The Lessee shall not post on their website and/or social media, or place any signs, banners, posters (containing commercial identification or otherwise) or other advertising in the Venue, in or on the School, or otherwise on District property, without prior written approval of the District. The Lessee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, or posters of any description except in locations approved in writing in advance by the District. The Lessee must use, post, and/or exhibit only such signs, advertisements, show bills, and/or posters as they relate to the Event to be given under this Agreement and which meet with the approval of TJHS Theater Manager.

Lessee shall not, without the consent of Theater Manager, distribute or circulate, or permit to be circulated or distributed, any advertising matter or programs in or about the Venue or the School.

The Lessee shall also not include the name or any trademark of the District in any electronic posting, advertising, sales promotion, and/or any other publicity matter without the District's prior written approval.

SUITABILITY OF THE VENUE AND OTHER SPACES

In signing this Agreement, the Lessee acknowledges that the Venue is first and foremost an educational facility located within a school. The District shall make every reasonable effort to maintain the Venue and its systems in proper working order. The District makes no representation, warranty, or agreement that the Venue, School, parking, and/or ancillary facilities are suitable for the Lessee's intended purpose. In signing this Agreement, the Lessee acknowledges that they have inspected the Venue and Other Spaces, if applicable, and agree to accept the Venue and Other Spaces as they are on the date of this Agreement, subject to such changes as the District and the Lessee may agree to in writing.

FOOD AND BEVERAGES AND CONCESSIONS SALES

The District retains sole authority in determining which, if any, food and beverage items may be served on School property and under which conditions.

Food and/or beverages other than water may not be taken into the Theater, including by the Lessee, artists, or crews, unless approved in advance by the District. Additional cleaning charges may apply.

The Lessee may sell appropriate merchandise at the Venue. The District will not require a sales commission or percentage of merchandise sales revenue.

DRUGS AND ALCOHOL

Furnishing, selling, or possessing unauthorized substances, including drugs and alcoholic beverages, on School property, building and/or grounds, is strictly prohibited and may result in cancellation of the Event, without refund, and possible criminal prosecution.

WEAPONS

Lessee shall not bring any firearms or ammunition onto School property. Possession, use, or transfer of dangerous weapons on School property, building and/or grounds, is strictly prohibited and may result in cancellation of the Event, without refund, and possible criminal prosecution.

INTERNET SECURITY

Violation of security protocol of the West Jefferson Hills School District computer network and its components may result in cancellation of the Event, without refund, and possible criminal prosecution.

HANDLING OF FUNDS

The Lessee shall be responsible for all handling, control, custody, and keeping of funds, whether the same are received through the box office, concessions and merchandise sales, or otherwise. The District shall not be liable to the Lessee, nor to any other person, for any loss, theft, or defalcation thereof. The Lessee shall handle all payroll, payments to vendors, registrations, payment of registration, and conference fees, travel, lodging, etc.

CONTROL OF BUILDING

The Venue and its systems, including keys, shall be at all times under the control of the TJHS Theater Manager, and they or other duly authorized representatives of the District shall have the right to enter all spaces at all times during the period covered by this Agreement. The entrances and exits of the Venue shall be locked and unlocked at such times as may be reasonably required by the Lessee for the Lessee's use of the Venue; but the Lessee at the Lessee's own expense, must at all times place proper watch people at all entrances and exits when the same are unlocked.

OBJECTIONABLE PERSONS

The District reserves the right to eject or cause to be ejected from School property any objectional person or persons. The District shall not be liable for any damages that may be sustained by the Lessee through such ejection.

LOST ARTICLES

The TJHS Theater Manager shall have the sole right to collect and retain custody of articles left in on District property by persons attending any Event. The Lessee shall not collect or interfere with the collection or custody of such articles.

COPYRIGHT INFRINGEMENT INDEMNIFICATION

The Lessee warrants and represents that no artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless the Lessee has previously thereto obtained written permission from the copyright holder. The Lessee shall indemnify, save, and hold harmless the District and its School Board, officers, agents, and employees from and against all claims, costs and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance of artistic works.

LIABILITY/INDEMNIFICATION.

The Lessee agrees to conduct its activities on District property so as not to endanger any person or property, including, but not limited to, the Venue, the School, and all systems, furnishings, fixtures, or equipment. The Lessee shall hold harmless, defend, and indemnify the West Jefferson Hills School District, and its respective School Board, officers, employees, students, families, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to reasonable attorneys' fees, bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Agreement by the Lessee, (b) the Lessee's use of and activities in connection with the Venue and/or District property, or (c) any act, error, or omission on the part of the Lessee, their employees, third-party service providers, students, families, agents, guests, invitees, and/or subcontractors who provide any materials, or perform any operation relative to this Agreement, except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the West Jefferson Hills School District, and its respective School Board, officers, employees, students, families, and agents.

INSURANCE

The Lessee shall procure and maintain throughout the rental period, at its sole expense, insurance coverage as described herein, naming the West Jefferson Hills School District as Additional Insured and Certificate Holder, and shall include a waiver of subrogation.

Coverage shall include: Comprehensive General Liability Insurance, with No Exemptions, in the amount of at least one million dollars (\$1,000,000) per occurrence and general aggregate

limits of at least two million dollars (\$2,000,000) and, as applicable to the Lessee's operations or performance under this Agreement: Property Damage in the amount of at least three hundred thousand dollars (\$300,000); Business Automobile Liability insurance covering the Lessee's owned, non-owned and hired motor vehicles; and any Equipment rented or borrowed by the Lessee.

Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the District. At least thirty (30) days prior to Load-in, the Lessee shall deliver to the District a certificate of insurance issued by an insurer licensed in the Commonwealth of Pennsylvania. The West Jefferson Hills School District shall be named as an additional insured and the certificate shall include a waiver of subrogation.

The Lessee shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this Agreement. Lessee shall also maintain "all risk" property insurance at replacement cost applicable to the Lessee's property and/or equipment, owned, borrowed, or rented. The District may also require the Lessee to provide other insurance coverage as may be reasonable relative to the nature of the Lessee's activities within the Venue and on District property.

District-sponsored activities, District-sanctioned clubs, booster groups, and PTA groups may not be subject to the foregoing insurance requirements. Insurance requirements for such events shall be determined on a case-by-case basis.

EVENT PLANNING TIMEFRAME

Three (3) months in advance:

The Lessee and the TJHS Theater Manager will discuss schedule and technical needs of the Event(s) (e.g., lighting, audio, video, scenery, props, masking, costumes, Arts Lobby setup, third-party rentals, receptions, and other special details).

Two (2) months in advance:

The Lessee and the TJHS Theater Manager will refine the schedule and confirm technical needs.

One (1) month in advance:

The Lessee and the TJHS Theater Manager will finalize the schedule and confirm technical personnel, both those provided by TJHS and those provided by the Lessee. The following information shall be submitted at this milestone:

- Permits
- Ticketing Setup
- Certificates of Insurance
- Third-party Service Providers

- Certificates of Flame Retardancy
- House Management and Ushers
- Backstage Watch People
- Videographer and Photographer
- Removal of Seats
- Special Setup Needs (e.g., Arts Lobby, Tables, Easels, etc.)
- Certificates of Flame Retardancy

Five (5) days in advance:

The Lessee will provide a list of all Lessee personnel to be permitted backstage and in the Other Spaces during load-in, setup, rehearsals, performances, and load-out.

Day of Event:

The following information shall be submitted at this milestone:

- FOH Representative
- Ticketing
- Lobby/Reception Setup
- Catering
- Backstage Representative
- Walk-thru
- Lockup

PAYMENT SCHEDULE

Estimated Spaces Rental Deposit

Upon execution of this Agreement, the Lessee shall pay to the District a deposit in the amount of one-third (1/3) of the Estimated Cost. The deposit shall be paid within fifteen (15) business days of the date of this Agreement.

A second payment of one-third (1/3) of the estimated cost will be due on the first day of the rental period.

Final payment will include any additional usage and staffing costs incurred by the Event. Final payment is due within thirty (30) days of the Event. Any Lessee who fails to pay the final balance within thirty (30) days will not be allowed to schedule or use any District facilities for a period of one (1) year after payment of all outstanding charges.

Event Settlement Statement

Within seven (7) calendar days of the final Event, the District will provide to the Lessee an Event Settlement Statement to include an itemized accounting of all Fees and Payments

associated with the Event(s). In the event that the Lessee incurs additional Fees during the Event(s), including but not limited to, additional labor, overtime, damage to the Venue or other property of the District caused as a result of the Event(s), such fees will be added to the final Event Settlement Statement. If the Event Settlement Statement reflects a credit due to the Lessee, the District shall issue a check in the amount of the credit within seven (7) calendar days of the final Event.

Please Note: This Payment Schedule may be modified on a case by case basis in order to accommodate an accelerated timetable or other extraordinary circumstances. Such modifications shall be made at the sole discretion of the District.

Make checks payable to:

West Jefferson Hills School District
835 Old Clairton Road
Jefferson Hills, PA 15025
Attn: Jim Benedek

Please Note: Rental reservations will be held for a period of fifteen (15) business days after the date of this Agreement. If the signed Agreement and requisite deposit are not received within fifteen (15) business days, the District reserves the right to void the Agreement and release the requested dates for rental by another party.

DEFAULT / CANCELLATION POLICY

Default

Should either party default in the performance of any material term or condition of this Agreement, the non-defaulting party may give written notice of default to the defaulting party. If the defaulting party should fail to correct, or take reasonable steps to correct such default within ten (10) calendar days of notice, the non-defaulting party shall have the right to terminate this Agreement by providing written notice of termination to the defaulting party.

In the event of default by the Lessee resulting in termination, the District shall retain the Spaces Rental Fees and all other fees previously paid by the Lessee as outlined below.

In addition, the Lessee shall immediately pay to the District compensation for all previously unreimbursed expenses for equipment, personnel, and/or services incurred by the District in connection with this Agreement.

In the event of default by the District resulting in termination, the District shall refund to the Lessee the entire Spaces Rental Fees Deposit and all other fees previously paid to the District by the Lessee, with the exception of the administrative/clerical fees and direct expenses.

Cancellation by the Lessee

Cancellation ninety (90) days or more before the Event: The District shall refund ninety percent (90%) of the Spaces Rental Fees Deposit and all other fees previously paid by the Lessee.

Cancellation thirty (30) days to eighty-nine (89) days before the Event: The District shall refund fifty percent (50%) of the Spaces Rental Fees Deposit and other refundable fees previously paid by the Lessee.

Cancellation less than thirty (30) days before the event: The District shall refund twentyfive percent (25%) of the Spaces Rental Fees Deposit and all other fees previously paid by the Lessee. In addition, the Lessee shall immediately compensate the District for all previously unreimbursed expenses for equipment, personnel, and/or services incurred by the District in connection with this Agreement.

Cancellation by the District

The District reserves the right to cancel any Event(s) and terminate this Agreement: for the protection of public health and safety; if the District, in its sole discretion, reasonably determines that the Lessee's Event(s) may subject the District to any claim, prosecution, loss of license, investigation, or suit; or for reasons arising from events outside of the District's reasonable control without any liability to Lessee or any third party. In the event of such termination, the District shall refund to the Lessee the Spaces Rental Fees Deposit, together with all fees previously paid by the Lessee, less all reasonable expenses incurred by the District in connection with this Agreement prior to the date of termination.

UNCONTROLLABLE CIRCUMSTANCES

Neither the Lessee nor the District shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable circumstances the effect of which by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable circumstances" shall mean: any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, acts of other governing authorities, fire, flood, earthquakes, weather, lightning, epidemic, war, terrorism, riot, civil disturbance, sabotage, police action, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, strikes, work slowdowns or other labor disturbances, and judicial restraint. In the event of an uncontrollable circumstance, the party unable to perform shall immediately notify the other party and shall resume performance of its obligations immediately upon cessation of the uncontrollable circumstance. In the event the School or any part thereof shall be destroyed or damaged by fire or any other uncontrollable circumstances and such destruction or damage shall render the fulfillment of this Agreement by the District reasonably or practically impossible, then and thereupon this Agreement shall terminate and the Lessee shall pay rental for the Premises only up to the time of such

termination at the rate herein specified. The Lessee hereby waives any claim for damages or compensation should this Agreement be so terminated.

TAXES

The Lessee shall promptly pay all sales, use, excise, and any other taxes and any license fees which are required to be paid by the Lessee to any governmental or accepted licensing authority, and at the District's request, shall provide evidence of such payment.

LIENS

Should any mechanic's or other lien be filed against the District or any part thereof by reason of the Lessee's acts or omissions or because of a claim against the Lessee, the Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by the District.

REPRESENTATIONS AND WARRANTIES

The Lessee represents and warrants that:

The Lessee has the right to stage the Performances, unencumbered by any contractual restriction or exclusivity arrangement with any other entity;

The Lessee has the full right, power, and authority to enter into this Agreement, to discharge its obligations hereunder, and to grant the licenses granted hereunder;

The Events contain: No matter that is libelous or unlawful; do not and shall not violate or infringe upon any common law or statutory copyright, trademark, trade name, or other intellectual property right, right of privacy or publicity, or other statutory or common law right of any third person or entity.

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the Parties' intent.

ASSIGNMENT

The Lessee shall not assign, sublease or transfer any interest in this Agreement, or permit the use of the Venue by any person other than the Lessee and its guests and invitees, without the prior written consent of the District.

ENTIRE AGREEMENT

The document and all of the appendices, addenda, and exhibits attached hereto are incorporated into this Agreement by this reference and are deemed a part of the Agreement. This Agreement, and the applicable laws, regulations and policies referenced herein, constitute the entire Agreement between the parties regarding the subject matter hereof and are intended to be a final expression of the agreement between the parties. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the counsel of its own advisors. This Agreement may be not modified except by written instrument executed by both parties.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

SIGNATURES

In witness hereof, the Parties have hereto executed this Agreement.

Payment Terms:

Estimated Total:

Deposit Due Upon Signing

2nd Payment Due on 1st Day of Rental Period

Final Payment Due Within 30 Days after Rental Period

Please Note: In the event that any adjustment to payment is needed it will be added to the final payment

Lessee

Signature	Printed Name
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Title	Date
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Organization

West Jefferson Hills School District

Signature	Printed Name
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Title	Date
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