

ORION PERFORMING ARTS CENTER
Mt. Ararat Middle School
66 Republic Avenue
Topsham, ME 04086

M.S.A.D. No. 75 Mission Statement

The four communities of M.S.A.D. 75 are united in our dedication to develop confident, life-long learners. It is our mission to work together to ensure a community of fluent learners, critical thinkers and creative contributors to our society.

Goals

The Orion Performing Arts Center (OPAC) will provide the community with a much greater capacity to cultivate an appreciation and understanding of fine arts in our schools and communities. OPAC will provide a diverse, meaningful opportunity for student training, growth and success in the performing arts, while promoting the mission of M.S.A.D. No. 75. OPAC will assist in promoting a community of fluent learners, critical thinkers and creative contributors to our society. Ultimately, it will be a cultural beacon in the region, providing students, staff, and local citizens with first rate live performances, both amateur and professional. It is intended that OPAC will become financially self-sufficient.

Uses of School Facilities

Since the schools belong to the people of the towns of Bowdoin, Bowdoinham, Harpswell and Topsham and are largely supported by local taxes, the M.S.A.D. No. 75 Board of Directors wishes to make its school buildings and related facilities accessible to local community groups and individuals, when not in use for school purposes, for responsible activities that will benefit all residents of M.S.A.D. No. 75. The Board of Directors also wishes to maximize the use of the Orion Performing Arts Center and therefore promotes its use outside the School District as well. While the Board retains the right at all times to make individual decisions regarding the use of school facilities, school facilities will generally be made available in keeping with the following policies:

A. PRIORITY USE OF FACILITIES

The use of school facilities for school educational activities including vocational and academic and adult education, sanctioned school district extracurricular activities including athletic activities and activities of any organization which exists solely for the purpose of supporting school programs shall, in that order, at all times take precedence over any community use of those facilities.

Secondary use of school facilities shall be shared by Merrymeeting Regional Adult Education.

B. PRIORITY USE OF AUDITORIUM

To maximize full use of the auditorium, an application will be approved only if judged appropriate by the Auditorium Manager or designee based upon established criteria.

The use of the auditorium for school educational activities, sanctioned extracurricular activities, and activities of any organization which exists solely for the purpose of supporting school programs shall, in that order, be scheduled on an annual basis by May 15 of the previous year. All other individuals or groups shall be scheduled on a first-come, first-served basis with consideration given to the School District's annual use. Once an application is approved and rental obligations are met, the date is considered to be secure.

To maximize use of the auditorium, no group or individual will be given exclusive use of any portion of the facility for a period to exceed three (3) weeks or on a regular continuing basis, unless pre-approved by the Auditorium Manager.

C. PROHIBITED ACTIVITIES

No school facility shall be made available to any group that advocates unconstitutional or illegal acts, and no school facility shall be made available for any activities that are in the opinion of the Board contrary to the best interest of the school district or to the educational welfare of the students.

No school facility shall be made available for any purpose that may in the opinion of the Board present a risk of damage to any school building, grounds, or equipment.

The possession or consumption of alcoholic beverages, tobacco products or illegal drugs within any building or on school grounds is prohibited.

Animals will be allowed in school facilities only with prior approval and at the discretion of the Auditorium Manager.

The use of open flame, including candles or other special effects, will be allowed only with prior approval from the Auditorium Manager in conjunction with the Topsham Fire Chief.

D. RESTRICTED ACTIVITIES

Because of constitutional considerations involving Church and State, the following additional restrictions shall apply to any use of a school facility by a religious group:

The use of the school facility shall be temporary only.

The school facility shall not be used for worship unless the group in question is actively pursuing a plan to obtain or construct its own facility.

The use of the school facility shall not occur during school hours and shall in no way disrupt or interfere with the intended use of the facility.

A fair rental, based on an approved fee scale, shall be paid for use of the facility.

E. APPLICATION FOR USE OF FACILITIES

The Auditorium Manager or designee is authorized to approve and arrange for the scheduling of all requests for use of school facilities satisfying the provisions of this policy.

Applications to the Auditorium Manager shall be made in a timely manner well in advance of the expected use, so that scheduling of facilities can be coordinated. However, no application for use of space other than the auditorium shall be approved for six (6) months in advance except with the permission of the Auditorium Manager, following consultation with appropriate administrators.

Applications for rental of the auditorium are limited only by the School District's specified annual activities.

While every reasonable attempt will be made to provide for long term (up to one year) scheduling of facilities, other than the auditorium for organizations that can demonstrate a legitimate need to reserve space on this basis, any applicant for facilities use shall agree in writing to accept the assignment of alternate space if other needs for the space should arise.

Alternate arrangements shall be made with the consent of the Adult Education Director.

The Auditorium Manager reserves the right to revoke any permission granted for use of the auditorium, at any time and without prior notice or liability, should the Auditorium Manager determine that such action is necessary or desirable.

F. CONDITIONS OF USE

To the extent feasible, the hours during which the facilities are used shall coincide with the hours during which custodians are on regularly-scheduled duties. When the auditorium is used during a time when custodial services are not contracted, the user will be responsible for fees charged by the custodial contractor.

It is the responsibility of the persons or organizations using the school facilities to leave them in the same condition in which they were received. If this is not done to the satisfaction of the Manager, a charge shall be levied for any required clean-up costs in excess of any fee that would otherwise be applicable.

All individuals or groups using the auditorium facilities are responsible for the preservation of order during all activities and are required to comply with all applicable statutes, ordinances and regulations, in addition to any policies or conditions imposed by the Auditorium Manager. The party in charge of the event must supervise and stay with the group before the activity begins and until everyone has left the facility. If security is deemed necessary, payment for said services shall be the responsibility of the individual or group in question. Evidence of meeting all legal obligations shall be provided to the Auditorium Manager fourteen (14) days in advance of use.

Any group or individual using school facilities shall be responsible for any loss or damage to facilities or equipment, and proof of liability insurance or adequate financial resources to meet this objective may be required as condition of approval.

MSAD No. 75 reserves all rights to food and other concessions.

In the rental of the auditorium:

Any bonded school or non-M.S.A.D. No. 75 government groups must have an insurance bond for liability (\$1,000,000) and damage (\$25,000). Facilities used by the applicant will be examined carefully after use, and the applicant must agree to make restitution promptly for any loss or damage that occurs during the applicant's use of the facilities.

- a. The Auditorium Manager and M.S.A.D. No. 75 shall be named as additional insured in all such policies and all insurances provided by the Sponsor shall be primary to any incurrences which MSAD No. 75 may have.
- b. The Sponsor will furnish certificates of insurance indicating that it has provided the coverage required herein no later than fourteen (14) days prior to the event.

c. All insurance required by this agreement shall be placed with insurers licensed to business in the State of Maine and acceptable to M.S.A.D. No. 75.

If minors are to be involved in the auditorium activity, outside normal school use, the user must provide adequate adult supervision. We recommend a ratio of one (1) adult to every ten (10) students.

Use of the auditorium's stage lighting, sound system studio or projection areas require employment of an approved M.S.A.D. No. 75 technician. Cost of this technician is to be paid by the renter at the rate established in the Fee Schedule. Special regulatory or technical requirements may necessitate the hiring of additional technical assistance. The cost for such arrangement must be borne by the renter and made only with approval of the Auditorium Manager.

The Auditorium Manager reserves the right to require school personnel to be present at the expense of the individual or group in question for any requested facilities use.

G. INDEMNIFICATION

To the fullest extent permitted by Law, the Sponsor shall indemnify and hold harmless the Auditorium Manager, School District, its officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including but not limited to, costs of defense, including attorneys fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss and/or expense: 1) is attributable to be bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss or use thereof, and 2) is caused in whole or in part by any negligent act or omission of the Sponsor, anyone directly or indirectly employed by it, or anyone for whose act it may be liable, except to the extent that it is caused by the Auditorium Manager, M.S.A.D. No. 75, its officers or employees.

H. ALTERATIONS

The Sponsor shall not make any interior or exterior alterations, including, but not limited to, the attachment of any item to any part of a facility; and specifically without the prior written approval of the Auditorium Manager.

I. TERMINATION BY AUDITORIUM MANAGER

The Auditorium Manager may terminate this Agreement without prior notice to the Sponsor either upon its failure to comply with any of the terms or conditions of this Agreement or upon his/her determination that the Sponsor has made any misrepresentation to M.S.A.D. No. 75 in connection with its use or occupancy of the facilities.

J. TERMINATION BY SPONSOR

The Sponsor may terminate this Agreement by written notice at any time prior to thirty (30) days before the date scheduled for use. In the event of termination, without such written notice at least thirty (30) days before the date specified, the sponsor shall forfeit the amounts specified in the Fee Schedule as liquidated damages to M.S.A.D. No. 75, compensation for its anticipated losses in failing to rent the auditorium and unavoidable costs as shown in the Fee Schedule. Notwithstanding the foregoing, M.S.A.D. No. 75 shall not be required to account or otherwise offset any revenues it may receive in reletting the auditorium in the event of such termination.

K. FEES (AND WRITTEN AGREEMENT) OF SCHOOL FACILITIES

The Board of Directors shall approve a schedule of fees for the use of school facilities, based upon actual costs as determined by the administration. Waivers of fees may be granted, at the discretion of the Board, in exceptional situations.

APPURTENANCES

Use of the auditorium does not include use of basic stage lighting or special lighting, public address system, or piano, studio, band room, locker rooms or control room unless the Sponsor has received permission for use and tendered payment therefore according to the schedule of fees.

PAYMENT OF FEES AND CHARGES

All fees identified in the Fee Schedule shall be paid by the Sponsor no later than thirty (30) days prior to the event.

LATE PAYMENT

The Sponsor agrees to pay interest at the rate of 1.5% per month on any payment which is not made within the time limits set forth in this Agreement.

ROYALTIES AND OTHER FEES

The Sponsor acknowledges and agrees that it will be solely responsible for all royalties or charges (e.g. ASCAP license) which are due or may become due on material used for or during the event. Sponsor warrants to the Auditorium Manager that such royalties or charges have been paid or will be paid promptly in accordance with law. The Sponsor further agrees to hold M.S.A.D. No. 75 harmless and to indemnify it for all its costs or losses, including attorney's fees in defense of claims, just or unjust, relating to payment of any royalty, charge or fee for use of materials by the Sponsor during the event which is the subject of this Agreement.

(Additionally, all applicants for facilities use shall execute a written agreement for the use of such facilities.)

RESPONSIBILITY OF SPONSORS/GROUPS

Sponsors and groups are responsible for their own publicity and hiring or providing ticket takers, ushers and other necessary support and technical staff. Ticket takers, ushers and technical staff can be contracted for an additional fee (See Fee Schedule).

APPEALS

As used in this policy, the term "Board" refers to the M.S.A.D. No. 75 Board of Directors or its designee. However, in the event that the use of school facilities is denied by the Board Designee to any individual or group, that denial may be appealed to the Board of Directors which shall make a final and binding determination on the matter.

FIRST READING: April 12, 2001
SECOND READING: April 26, 2001
ADOPTION: April 26, 2001