

Swain Arts Center—Facility Use Application

1415 Fontana Road, Bryson City, NC 28713 Fax: 828-488-0523 Phone: 828-488-7843 Email: rlackey@swainmail.org

Date of Application _____ Date(s) Building Requested: _____

Purpose of Use: _____

Hours of Use: _____

Name of Applicant or Group: _____

Address: _____

Email: _____ Phone: _____

Swain County Board of Education Regulations:

1. **Estimated Fees:** Community groups who use the Swain Arts Center will be charged fees in keeping with the actual cost of the operation of the facility in use. **User agrees to pay Swain County Schools as noted below.** Billing will occur immediately after the event unless prepayment is required. Payment in full is required within 30 days of invoice date.

- Non-Profit single use for Swain County groups: \$50 (\$75 per hour over 8 hours) _____
 - For-Profit, out-of-county or multiple-day use: 1) \$350 Mon.-Thurs. (\$75 per hour over 8 hours) _____
2) \$600 Fri. 4 pm-Sun. & all legal holidays _____
(\$75 per hour over 8 hours)
 - Set-up / Custodial--\$25 per hour (minimum 2 hours) _____
 - Technical Support--\$25 per hour (minimum 2 hours) _____
 - Piano Tuning—At Cost _____
- Total:** _____

2. **Confirmation:** Confirmation of Contract is not considered firm until the contract has been signed and approved by all parties and returned with any required deposits. The contract and deposit must be returned at least two weeks before the scheduled event. Failure to return the contract on time means the user has cancelled all arrangements with Swain County Schools.

3. **Cancellation by User:** If the user cancels the event covered in this contract, no deposit refund will be made, and the user agrees to pay any reimbursable expenses incurred by Swain County Schools in connection with the event.

4. **Basic Requirements:** Violation will result in the cancellation of your agreement. (Please see Facility Use Guidelines.)

- Smoking and the use of other tobacco products in all Swain County School buildings are prohibited.
- Alcoholic beverages and/or weapons are not permitted in school facilities or on school property at any time.
- No food or beverage is permitted in the auditorium or sound booth. *Only authorized personnel allowed in sound booth.
- Artwork should not be moved or hidden by displays.
- User agrees to provide competent adult and/or special supervision. The amount of adequate supervision will be agreed upon at the time the authorization is issued and may include one or more security guards. (See III.F. and III.L. of Facility Use Guidelines.)

5. **Damages and Insurance:** The Applicant/User agrees to be responsible for and agrees to pay for damage done to property of the Swain County Board of Education, excluding ordinary wear and tear. (See III.H. of Facility Use Guidelines.) Swain County Schools, at its discretion, may require the user to provide a single limit public liability insurance policy in which the user is named as the insured in a minimum amount of \$500,000 that covers bodily injury, including death, and property damage. Swain County Schools may require a copy of the certificate of insurance as proof before this contract is confirmed. *Applicable if checked here by authorized staff.* { }

6. **Agreement:** As the Authorized User, I have read and agree to the terms of this contract and the additional policy guidelines provided to me. I understand that Swain County Schools reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not written in this contract, which may be necessary for the best interests of Swain County Schools. I understand that these regulations will be binding upon me as the authorized User and upon any designated representative of me or of my organization on site. I agree to comply with all the laws of the United States and the State of North Carolina, and with all ordinances, rules, and regulations of Swain County Schools. I understand that violations of such rules will result in the cancellation of this contract and the scheduled event. User's acceptance of this contract will be accepted as evidence of a willingness to subscribe to these rules. I further agree to hold harmless the Swain County Board of Education and all personnel of Swain County Schools from any and all claims for damage to person or property that may arise out of the use of the facility and/or equipment, without regard to whether the damage, personal or otherwise, is brought about or caused by the negligence of the applicant, the Swain County Board of Education, or any other person, organization, firm or corporation.

Signature of **Applicant or Authorized Agent of Group**

Date

Signature of **Authorized Agent of Swain Arts Center**

Date

Signature of **Authorized Agent of Swain County Board of Education**

Date

_____ Application approved under the above conditions

_____ Application Not Approved