

**CISCO COLLEGE
FACILITY USE AGREEMENT**

This facility use agreement is made and entered into this _____ day of _____, 20__, by and between Cisco College (CC), and _____, (User). CC agrees to allow User access and use of facilities as set forth below, for the herein described event or activity. For and in consideration of the agreements hereinafter set forth, CC and User mutually agree as follows:

1. User agrees to abide by CC policies and procedures including the guidelines set forth in Appendix A and Appendix B (if attached) - *Cisco College Fine Arts Auditorium Policies and Procedures, Crawford Theatre Policies and Procedures*

2. User agrees to pay CC for facility usage the fee of \$_____, if required. Fees are determined on a case-by-case basis and will be agreed upon by CC and User. In some cases, no fee will be required.

3. The following facilities and services of CC will be used (check one or more):
 - Auditorium
 - Crawford Theatre
 - Lights/Sound (Auditorium and Crawford Theater only)
 - Athletic Fields
 - Gym
 - SUB
 - Library
 - Cisco Campus Classrooms (Schaefer, Stamey, Memorial, Vo Tech I or II)
 - Abilene Campus Classroom
 - Maintenance
 - Campus Security
 - Abilene Media Creation Center
 - Other: _____

4. User requests to use the facility(ies)/service(s)/equipment for the following purpose(s), and agrees to replace or reimburse CC for damage to or loss of equipment requested for use during the event, if applicable: _____

5. User will indemnify and hold harmless Cisco College, its agents, officers, and employees against any and all claims, damages, and costs, including attorney fees arising from User's business in the facility or its use of the facility. The College is not liable for any loss or damage to property or person as a result of User's event or activity in the facility.

6. Commencement of the event shall begin on _____, 20____, and shall conclude on _____, 20____. Times needed: _____

7. User must provide liability insurance in the amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate, if required.
8. This agreement is non-assignable and non-transferable and represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement.
9. User hereby stipulates, affirms, and agrees that it has had the opportunity to make a comprehensive inspection of the property and premises and by the undertaking of such inspection, User accepts the facility “as is” and assumes all risks inherent in the activity for which this agreement was intended.
10. User agrees to provide supervision, counseling, and/or oversight of participants of the event or activity.
11. User agrees that any media created using campus facilities including but not limited to videos and photos will become the property of Cisco College.
12. User hereby grants Cisco College permission to use videos, photographs, or other digital media of the event including the likeness of all participants in any and all of its publications, including web-based publications, without payment or other consideration. User hereby irrevocably authorizes Cisco College to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, user waives any right to inspect or approve the finished product wherein their likeness appears. Additionally, user waives any right to royalties or other compensation arising or related to the use of the photo.
13. It is hereby agreed that any and all indemnifications, hold harmless, assumption, or risk, and/or releases herein contracted for the benefit of CC shall also be deemed to and shall include the Cisco College Board of Regents, all officers, directors, agents, and employees of Cisco College.

 Cisco College Signature
 Printed Name _____

 User Signature
 Printed Name _____

User Address(es)_____

User Telephone(s)_____

User Cell #(s)_____

User Emergency Contact(s)_____

If more than one User will be required to be present at separate times during the event, please include names, signatures, addresses, telephone numbers, cell phone numbers and emergency contact information for each person.

Appendix A: Cisco College Fine Arts Auditorium Policies and Procedures

The Cisco College Fine Arts Auditorium is committed to providing quality entertainment, presentations, and arts to its patrons in a formal theatre environment.

User accepts the building, its furnishings, fixtures and equipment in their present condition and state of repair and agrees that, upon the end of the usage term, the building will be vacated and surrendered in the same condition as in now. User is liable for the building and its furnishings, fixtures and equipment during the reserved time. All repairs and/or replacements required to return the building, its furnishings, fixtures and equipment to its present condition will be at the expense of the User. User must be present at all times during the scheduled use of the auditorium.

An auditorium attendant and/or staff is required to be present during all hours of usage. This includes rehearsal, load in, set up, load out, and the hours of the actual event.

House Rules

The following policies and procedures shall be in effect during any use of the Cisco College Fine Arts Auditorium. The requesting group agrees that its members and guests will abide by them.

TECHNICAL ACCESS

Access to the production booth, curtains, catwalk and use of the equipment therein is limited to Cisco College Auditorium staff unless the Theatre Manager/Technical Director gives authorization.

STAFF

Members of the Cisco College Staff will technically staff all events held at the Fine Arts Auditorium, including house management, stage management, and operate sound, lighting, and audiovisual equipment. The staff also has the right of refusal for any unsafe or unreasonable requests made of them and/or the space.

FOOD AND BEVERAGES

Food (any chewable item) and beverages (any drinkable liquid) are prohibited in the Fine Arts Auditorium.

PROPER USE OF AUDITORIUM

Entrances and exits to the auditorium areas must be unobstructed at all times. All aisles, wings, steps, curtain line and fire aisle and exits will be kept clear at all times including the aisles of the main floor of the auditorium. Persons in the Auditorium House must remain seated. Running and horseplay are strictly forbidden. Props must be kept in a designated area and only handled during their use on stage.

No objects are to be fastened to the curtains. All items on the stage must be lifted and carried when moved. Do not slide items on the floor. Gaffers tape is the only acceptable tape allowed for any area in the auditorium, on stage, or back stage.

RESPONSIBILITIES AT THE END OF USAGE PERIOD

- (1) User is responsible for reasonable clean up and removal of trash and debris after the event or activity. Yellow trash receptacles are located in the short hallway near the back door exit.
- (2) User is to check all restrooms, and to flush toilets, if needed. For stoppages or water leaks, please contact the College official assisting with the User's event and ask that it be reported to Maintenance.
- (3) At the conclusion of the event or activity, User is responsible for assuring that the facility is secure.

User Signature Date

Harrell Fine Arts Auditorium Signature Date

Appendix B: Cisco College Crawford Theatre Policies and Procedures

User accepts the building, its furnishings, fixtures, and equipment in its present condition and state of repair and agrees that, upon the end of the usage term, the building will be vacated and surrendered in its original condition. User is liable for the building and its furnishings, fixtures, and equipment during the reserved time. All repairs and/or replacements required to return the building, its furnishings, fixtures, and equipment to its original condition will be at the expense of the User.

User staff, or representative, must be present during all hours of usage. This includes rehearsal, load-in, set-up, load-out, clean-up, and the hours of the actual event.

TECHNICAL ACCESS

Access to the production booth, kitchen, and tool shop and use of the equipment therein is limited to Crawford Theatre staff unless authorized by the Theatre Director.

STAFF

Unless designated otherwise by the Theatre Director, theatre staff will manage all aspects of events held at the Crawford Theatre--including house, stage, shop, dressing room, lobby, kitchen, audio, lighting, and projection facilities and systems. The staff has the right to refuse any unsafe or unreasonable requests made of them and/or the space.

FOOD AND BEVERAGES

All outside food (any chewable item) and beverages (any drinkable liquid) are prohibited in the Crawford Theatre, unless approved by the Theatre Director.

SCENERY / DECORATIONS / PROPS

All User scenery/decorations/props must be approved before installation by the Theatre Director. No objects are to be fastened to the curtains. All items on the stage must be lifted and carried when moved. Props must be kept in a designated area and only handled during their use on stage. User is solely responsible for any scenery, decorations, props, equipment, and any other personal items User may bring into the theatre, and Cisco College and the Crawford Theatre and its representatives are not liable for any damage to or loss of User's property.

SAFETY

Professional safety standards must be maintained at all times. All aisles, wings, steps, curtain line, and exits must be kept clear, including the aisles of the main floor of the theatre. Cisco College and the Crawford Theatre and its representatives are not liable for any injury User or its representatives may experience while in the theatre or on theatre grounds.

CLEAN-UP

User is responsible for clean-up and removal of trash in all areas of the theatre, including restrooms. User is to report any problems with plumbing/electrical/HVAC to the Theatre Director. User is responsible for assuring that the facility is secure at the conclusion of each usage.

User Signature Date

Crawford Theatre Signature Date