

USE AGREEMENT

The Forum

1. FEE FOR USE OF THE FORUM

Fee for use of *The Forum* shall be in accordance with and at a rate as shown in the attached Fee Schedule. Payment, in full, shall be made to the *City of Hazard* within forty eight hours prior to the scheduled use of *The Forum*.

- a. If the facility is to be used for two performances or events in the same calendar day, there shall be an additional fee of 50%, of the listed fee in the Fee Schedule, for the second performance and/or event. This fee is to cover cost to the City for utilities and technical personnel.
- b. If the facility is to be used for a performance on consecutive days, and lighting, audio or facility changes are not necessary, the fee for said additional performances shall be 75% of the initial fee as listed in the Fee Schedule.
- c. In the event that a performance or event last for over two and one half hours beyond the scheduled performance or event starting time, the user shall pay an additional \$100.00 per hour or part there of for the overtime use.

2. VIDEO RECORDING OF THE PERFORMANCE OR EVENT

The Forum shall, at their option, video tape and record all or part of a performance. This tape or video recording shall be for the archival use of *The Forum* only and will NOT be used for any public or commercial distribution, sale or showing without the expressed written permission of the performing organization.

- a. *The Forum* may use a cut or segment of the performance or event in an advertisement or documentary tape for *The Forum*. The length of the cut or segment shall not exceed a total of 10 seconds total running time without specific written permission of the performing company. In addition, the performer agrees to allow a streaming vided clip, with audio, not exceeding 30 seconds in length, to be used on the Forum Webb Site.
- b. Video recording will not be made of legal or government hearing. Video recordings will only be made at the specific written request of the organization conducting the event.
- c. Video recordings for events not open to the general public will NOT be made unless specifically requested in writing by the organization conducting the event.

3. MUSIC - POWER POINT PRESENTATION USED DURING A PERFORMANCE

1. All prerecorded music, to be played over the sound system, must be on a CD and clearly marked. Tape cassettes are not acceptable. The CD shall be furnished to the technical personnel a minimum of 48 hours before the sound check.
2. Power Point Presentations - Power point presentations shall be furnished on a DVD,

Windows Format. No other format will be acceptable. Floppy disk are not acceptable. The DVD shall be furnished to the Forum Staff a minimum of 48 hours prior to the performance date. No exceptions can be made.

3. The performing organization shall, a minimum of 7 days prior to the performance, furnish a complete technical program layout with specific requirements for the planned performance. The purpose of this is to allow the technician to better determine the audio and/or video levels. This will set the requirements of equipment for the proposed performance and aid in the flow of the program throughout its entirety.

4. **SPECIAL RECORDED MESSAGE**

Prior to the performance, time shall be allowed for the playing of a brief recorded message. The message shall include a welcoming statement on behalf of the *City* and the policy of *The Forum* as to the smoke free condition and the fact that food and drinks are not allowed inside the auditorium. The staff will work with the performing company so as to not interfere with the flow of the program.

5. **INSURANCE**

That organization using *The Forum* facilities shall furnish to the *City of Hazard* a certificate of Commercial General Liability Insurance in the minimum amount of \$500,000. The liability insurance shall be issued by a reputable insurance company and the period of coverage shall be in effect for the period of time to include the performance date(s).

6. **Use of Forum Facilities and Decorating**

Prior to any use of the Forum, lobby, stage or dressing rooms the following shall be strictly observed :

1. Dressing rooms are furnished with racks for hanging and holding clothes and costumes during a performance. All of these may be used for the performance but must not be moved to any other location. At the completion of the performance all items must be put back in their original location and in a good condition. Dressing rooms and the Green Room can be locked but the Forum takes no responsibility for the safety of any items. All food or other items in the rooms must be removed by the performing company at the end of the use of the facility.
2. Stage Area - The performing company or organization renting the Forum will show, in detail, the set up of the stage required. A Podium, tables and chairs are available for use on the stage for the program. Skirting for the tables is available at an extra charge of two dollars per table, to cover cleaning, for the skirting. All microphones and cables for the performance or program will be furnished, installed, and connected by the Forum technical staff only. This will include removal of the equipment at the end of the performance or program.
If a separate sound and/or lighting company is used by the performer, they shall first be approved by the Forum staff and then installation will be done under their supervision. If special lighting is needed for any area of the stage, it will be furnished and installed by the lighting company. Control of

the lighting and sound equipment will be done by the Forum staff only or under their supervision. Any lights removed or changed by the lighting company shall be replaced in their original location by the lighting company.

3. Stage Decorations - The performing company and/or person conducting the proposed meeting will show, in detail, the stage decorations or hangings that are proposed to be used for the performance/meeting so that all requirements as to fire prevention and safety will be observed. This requirement will include any decorations proposed in the auditorium proper.
4. Lobby Decorations - All decorations in the lobby area must be approved prior to the proposed use. Additional tables and seating can be made available. The two large tables in the lobby area are to be moved **only** by the Forum staff or City personnel. Any change in location must have prior approval. Use of skirting for tables used in the lobby shall be as described in item 2 above. All material used in the lobby shall be removed immediately after the performance / meeting, by the persons contracting for the use of the Forum.
5. Lobby Merchandise Sales - The Performing Organization will be allowed to have two six foot tables for merchandise sales in the Lobby area of the Forum. All sales must be in the name of the Performing Organization and all of the proceeds must go to that organization. These sales may be conducted without a City of Hazard License. All others selling merchandise MUST obtain written permission from the Forum prior to the event and MUST obtain a City License from the City, either an Itinerant License or a Business License. Determination will be on a case by case basis. These license must be obtained prior to the event and a paid receipt must be available at the date of the event.
6. Use of Tape for Marking Location or Path of People on Floor of Stage - The use of masking type tape on the surface of Stage Area shall not be allowed. Any tape used for marking locations, flow of participants on and off the stage, or any other use shall be with "Gaffer Type Tape" only. If you do not have this type of tape please contact one of the Forum Staff members and arrangements can be made for a limited supply of the tape. Your cooperation will be greatly appreciated.

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INSURANCE

That organization using The Forum facilities shall furnish to the City of Hazard a certificate of Commercial General Liability Insurance in the minimum amount of \$500,000. The liability insurance shall be issued by a reputable insurance company and the period of coverage shall be in effect for the period of time to include the performance dates(s).

We hereby agree to the terms as set forth herein and agree to furnish the required certificates prior to the scheduled performance date.

Performance Date _____

Performance Time _____

Name of Organization _____

Address _____

City, State, Zip _____

Phone _____

Email _____

Signed, Title _____

Printed Name

ACCEPTED – THE FORUM – CITY OF HAZARD, HAZARD KY

NAME

DATE