

Agreement for Use of Area Cooperative Educational Services (ACES)

WWW.ACES.ORG • 203-498-6800

ACES BUILDING USE MANUAL

Premises

Area Cooperative Educational Services (“ACES”) hereby permits User to enjoy its facility (the “Premises”) per the attached Agreement for Use in consideration of the payments, covenants and agreements hereinafter set forth.

Use of Premises

User shall be solely responsible for the safe and lawful operation, management and supervision of its activities conducted on the Premises, and for safety, security and conduct of its participants including employees, invitees, guests, and/or agents.

Rules Governing Use of Premises

- User is responsible to take the necessary precautions and follow ALL the requirements of ACES, State of Connecticut, State & Local Health Departments and the Center for Disease Control and Prevention (CDC) COVID-19 requirements. This includes but not limited to limitation on the size of gatherings, maintaining a safe distance from others, and wearing mask or face coverings. Refer to the following websites for detailed information and requirements: www.aces.org, www.cdc.gov, and www.portal.ct.gov. If there is a conflict of requirements the most stringent shall apply.
- User is responsible for acquiring the necessary PPE before the event and providing their participants, employees, invitees, guests, and/or agents with the PPE at the entrance of the Premises if they do not have it already.
- User must keep a record of their participants, employees, invitees, guests, and/or agents entering the facility (log with contact information) and is solely responsible to perform contact tracing in the event a person is or become COVID-19 positive.
- It is the responsibility of the User to ensure participants, employees, invitees, guests, and/or agents are abiding by COVID-19 guidelines while on the Premises.
- User must immediately inform the ACES Director of Facilities and Facility Rentals Office at Facilities@aces.org in the event a person is or becomes COVID-19 positive.
- Smoking, vaping, and/or tobacco products, alcohol, and/or narcotics are not allowed on the ACES Premises.
- Weapons are not allowed on the ACES Premises.
- ACES follows all laws relating to the use of smoking, vaping, and/or tobacco products, alcohol, narcotics, and/or weapons on the Premises. User understands that violation of the ban against smoking, vaping, and/or tobacco products, alcohol, narcotics, and/or weapons on all ACES Premises will result in immediate dismissal from the property and possible criminal charges.
- No food, beverages and/or concessions are allowed on the Premises, except for bottled water, unless approved by the ACES Facility Rentals Office.
- Spiked heeled shoes are not allowed on Marley floors and/or on the ACES Educational Center for the Arts (ECA) third floor.
- User shall be restricted to the Premises for which permission is granted herein.
- User shall not extend beyond the hours approved herein unless agreed to by ACES.
- In the event there is a User schedule conflict with ACES, ACES shall take precedent and User agrees to cancel at no additional cost to ACES.
- User shall be in charge and present and shall remain until all participants, employees, invitees, guests, and/or agents have left the Premises.
- ACES personnel assigned to the User’s activity may terminate User’s use of the Premises at any time if, in said individual’s sole opinion, the conduct of User’s participants threatens the safety or well-being of ACES personnel/students or threatens to, or causes, damage of the Premises. User shall be obligated, and herewith agrees: to pay all charges provided for in this agreement even though User’s use of the Premises may be curtailed by the application of this provision.
- ACES personnel shall have emergency access to all rooms at all times.

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Condition of Premises

- User acknowledges that it has inspected, to its satisfaction, the Premises and is thoroughly satisfied with its condition, location and nature of construction and accepts the same "as is." User does not rely on any warranties or representations expressed or implied by ACES or any agent of ACES as to the Premises' condition or repair or history of prior use. User acknowledges that the taking of possession of the Premises by User shall be conclusive evidence that the same is in good and satisfactory condition at the time such possession is taken. Premises is available "as is".
- User shall return Premises to the original "as is" condition with no expense to ACES.

Payment

- User shall pay the full amount indicated in this agreement
- The facility-use fee under this agreement is payable in advance, unless agreed to by ACES in writing.
- A check in the stated amount is to be made payable to Area Cooperative Educational Services or ACES. The mailing address is:

Checks made payable to: ACES
ACES SDA
Attn: Liz Bissell, Facility Rentals
205 Skiff Street (rear Bldg.)
Hamden, CT 06517

- Payment is due to the ACES Facilities and Construction Department at least ten (10) business days before the date(s) of use set forth in the Agreement.

In the event User cancels this agreement, the following refund schedule shall apply: If User's written cancellation notice is received by the ACES Facility Rentals Office five (5) or fewer business days prior to the program date, exclusive of the scheduled program date, User shall pay the full amount indicated above. If User's written cancellation notice is received by the ACES Facility Rentals Office six (6) or more business days prior to the program date, exclusive of the scheduled program date, User shall not be obligated to pay the payment.

The following terms are only applicable when renting the ACES Educational Center for the Arts (ECA). User's written cancellation notice **must** be received by the ACES Facility Rentals Office twenty (20) business days prior to the first building use date. Failure to forward written notice will result in the forfeit of the deposit paid for the Premises.

- In the event User's activities on any particular day require the ACESs' custodial, maintenance and/or security personnel to perform duties outside the scope of their normal duties, or if User's activities require overtime or special work, User shall pay ACES the cost thereof immediately upon being billed for same.
- Any additional costs, including, but not limited to, property damage repair or additional Custodian costs (including if more participants show up than contracted for), will be billed to User and payable upon receipt of such bill.

Rebilling Fee

- If payment is not received as provided in this manual, ACES at its sole discretion the User agrees to pay a rebilling fee of \$35.00.

Collection Costs

- In the event User fails to pay all fees and charges when due, ACES may turn said debt over to an attorney or collection agency.
- In such event, User agrees to pay reasonable collection costs, including attorney's fees and court costs.
- Attorney's fees are payable if User's account is referred to an attorney whether or not a lawsuit is filed.

Premises Closed or Delayed Opening

- In the event that the Premises is delayed or closed due to inclement weather or other reasons it is the responsibility of the User to contact its participants, employees, invitees, guests, and/or agents of the delay or closure.
- The ACES Facility Rentals Office will reschedule based on availability.
- Payments will be refunded in the event of an ACES cancellation.

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Maintenance and Damage of Premises

- User shall, at its own cost and expense, pay for the repair of any damage occurred to the Facility by User's use or occupancy of the Premises.
- User shall immediately inform the ACES Facility Rentals Office at Facilities@aces.org of any damage it caused.
- If ACES upon inspection finds any damage it shall notify User in writing of the damage and cost to repair.

Set Pieces / Props / Instruments

- Permission from the ACES Facility Rentals Office is required for use of any ACES property on Premises.
- Glass and ceramic are not permitted on Premises.
- User must receive permission by the ACES Facility Rentals Office for any set related building and/or painting.
- Padding is required under any furniture, set pieces, props, and/or instruments brought onto Premises.
- User must receive permission by the ACES Facility Rentals Office for use of confetti paper on Premises and if approved confetti paper may not be larger than 1" x 1".
- User must receive permission by the ACES Facility Rentals Office for use of any pianos on Premises.

Loss of Property

User's and its participants' personal property brought to or left on the Premises shall be at User's sole risk and ACES assumes no responsibility therefor and will provide no security therefor or claims for loss.

Use of Control Booths / Fly System

- User is responsible for the running and staffing of the control booth except at the ACES Educational Center for the Arts (ECA) as noted below.
- When renting the ACES Educational Center for the Arts (ECA) under no circumstance is the User allowed to enter, operate, and/or adjust any equipment found on the Premises, control booths, and/or fly system without permission of the ACES Facility Rentals Office. User understands if ACES Technical Director is not available an event can be cancelled at no additional cost to ACES.

Post Show Responsibilities

- Any property left on the ACES premises by the User will be removed at the User's expense.
- User is not allowed to dispose of any garbage and/or property on the ACES Premises, including into dumpsters.

Overnight Storage

- User must receive permission by the ACES Facility Rentals Office to store any property overnight on the Premises.

Box Office

- User is solely responsible for Box Office duties.
- User may not reference ACES, except for Premises address, on any publicity.
- User contact information must be listed on all publicity.
- User must submit publicity to the ACES Facility Rentals Office for approval.
- User is responsible for any fines and/or tickets ACES receives due to illegal postings and/or advertising.
- ACES will not sell or give or use client information for any reason except to contact the User for rental purposes.

Security

- User is responsible for security.
- All entries and exits must be made through the public front door of the Premises. Except in an emergency.
- User will be charged a \$200.00 fine for propping open outside doors.
- User is responsible for the safety, cleanliness, and supervision of all participants, employees, invitees, guests, and/or agents.

Background Checks

- User agrees to have all staff fingerprinted and background checked for all event that children participate in and all events occurring during school hours or with students on Premises. User is responsible for the cost of this background check.

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Fire Safety

- Fire or open flame is not permitted in any ACES buildings at any time for any reason.
- User agrees to abide by all local fire regulations, which may be applicable to public assemblies in the theatres and classrooms at ACES, per order of the Fire Marshal.
- User shall make themselves aware of the location(s) of all emergency exits and inform their participants, employees, invitees, guests, and/or agents.
- All stage settings, props, and costumes must adhere to fire code standards.
- The aisles must be clear of objects and/or people at all times including audience, event staff, and equipment.
- ACES will not exceed seating numbers to accommodate User.
- ACES employees have the right to enforce the codes for the safety of the User's audience (including refusal to continue the event).

Cancellation of Agreement

ACES reserves the right to cancel this agreement at its sole discretion. All accounts paid, providing cancellation does not occur by virtue of the exercise of the provision herein, will be refunded as administratively practicable following said cancellation.

Non-assignment

User shall not assign this agreement, in whole or in part, to any party.

Disclaimer

The name "Area Cooperative Educational Services or ACES" shall not be used in any advertisements or promotional materials in connection with User's use of the Premises other than to indicate location. Any advertisements or brochures by User to advertise the program/activity contemplated herein shall contain a disclaimer of liability and responsibility with respect to ACES substantially in the following form; ACES assume no liability or responsibility for the conduct and operation of the program/activity by User.

Governing Law and Severability

This agreement shall be interpreted in accordance with the laws of the State of Connecticut. Should any part of this agreement be held invalid that will not affect any other provision of this agreement.

Amendment

This Agreement may be amended by written instrument only and all parties shall sign any such amendment hereto.