



Hallie Brown Ford Fine Arts Center Booking Policies & Procedures Manual

Thank you for selecting the Hallie Brown Ford Fine Arts Center. Our hope is to provide access to the arts, encourage life-long learning, and strengthen the sense of community throughout Southeast Oklahoma.

East Central University's mission is to foster a learning environment in which students, faculty, staff and community interact to educate students for life in a rapidly changing and culturally diverse society. Within its service area, East Central University provides leadership for economic development and cultural enhancement.

The Hallie Brown Ford Fine Arts Center (referred to hereinafter as HBFFAC) is operated by East Central University for the primary purpose of serving the educational needs of the students enrolled in classes at ECU. It also serves as a resource for the community at large and contributes to the cultural vitality of the city of Ada and its surrounding areas. When the HBFFAC is not being used for academic activities the facilities will be available for use to all individuals, organizations and corporations on a non-discriminatory basis under the terms and conditions set forth in this manual.

We look forward to your performance and we have developed the following manual to answer many of the questions you will have about the facility. The pages that follow will help you get acquainted with how the HBFFAC operates and the procedures that will assist you before, during, and after the performance. The material contained within this manual is deemed to be an adjunct and integral part of all Facility Use Contracts. The management of the HBFFAC may, by specific exception or amendment to the main body of the Facility Use Contract, alter sections of this policy to better suit the needs of specific events. However, in the absence of written and fully approved changes, all policies set forth in this manual shall be in full force and effect as stated herein.

Your assistance and cooperation will enable our entire staff to help your organization throughout the planning stages. We strongly encourage you to familiarize yourself with this important information. Producing and presenting events is physically demanding, time consuming, and often frustrating without careful planning and good communication. Every event or performance that takes place at the HBFFAC is important to our staff and contributes to the overall success of the facility.

Thank you for taking time to review this important information. If you have questions, do not hesitate to contact a member of our staff. With your cooperation, we will be better able to assist and contribute to the quality of your program.

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Operations

Hours

The HBFFAC offices will be open Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding government and university holidays. Any events outside of HBFFAC office hours will require a member of the HBFFAC staff to be present

Normal operating hours for the HBFFAC are from 8am-midnight daily, excluding government and university holidays as well as dates designated by the facility office. Any activities outside of normal operating hours will be billed at overtime/holiday rates of time and a half.

Rates

The HBFFAC Facility Office reserves the right to adjust rental rates when service levels change or when the best interest of East Central University would be served. Rates can be found on the current rate schedule.

Hallie Brown Ford Fine Arts Center: Spaces Available For Rental

Ataloo Theatre

The Ataloo Theatre is a large, proscenium style venue seating up to 1,089 patrons with both floor (805) and balcony (284) seating available. The Ataloo has 7 wheelchair locations on the ground level, and 4 wheelchair locations located on the balcony level. The stage playing area measures approximately 48 feet wide and 40 feet deep. The Ataloo Theatre includes an orchestra pit lift which, when raised, constitutes a stage apron adding an additional 12 feet of depth.

The lighting and sound systems in the Ataloo are state of the art and offer a full complement of equipment appropriate for the space. A technical rider is available. All use must be discussed and approved by the HBFFAC Technical Director.

Chalmers Herman Theatre

The Chalmers Herman Theatre is an intimate, black box style theatre venue with versatile seating for up to 200 patrons. The floor measures 40 feet wide by 50 feet deep. The Chalmers Herman includes Lobby space and two backstage dressing rooms

The lighting and sound systems in the Chalmers Herman theatre are state of the art and offer a full complement of equipment appropriate for the space. A technical rider is available. All use must be discussed and approved by the HBFFAC Technical Director.

Dorothy I. Summers Theatre

The Dorothy I. Summers Theatre is a medium sized proscenium style venue seating up to 501 patrons with both floor (381) and balcony (120) seating available. Wheelchair accessible seating is available by removing up to 8 specified seats from the theatre floor. The stage playing area measures approximately 40 feet wide by 35 feet deep.

The lighting and sound systems in the Dorothy I. Summers Theatre are limited. The sound system is offered as is, though the renter is welcome to bring in an independent system. The lighting system is limited to simple on/off lighting. All use must be discussed and approved by the HBFFAC Technical Director.

Centennial Plaza

The Centennial Plaza is an outdoor venue available for festivals, concerts, etc. The plaza is located in the Ada Arts District and offers water and electric hookups in convenient locations. Rental of the Centennial Plaza can be made independently or at a discount when in conjunction with the rental of other spaces.

A portable sound system usable on the Centennial Plaza is available for rent from the facility. Any other technical equipment and staging must be brought in by the presenter and should be discussed and approved by the HBFFAC Technical Director

Lockmiller Grand Lobby

The David A. and Alma R. Lockmiller Grand Lobby is also available for independent rental. The space can comfortably contain up to 100 patrons. The Lockmiller lobby is included at no extra charge in the rent of the Ataloo theatre for *performances only*. Ataloo dates rented for rehearsal or set up will not include the use of the Lockmiller Lobby.

The Lockmiller Grand Lobby offers a sound system for music, announcement, etc. The use of this system should be discussed and approved by the HBFFAC Technical Director

Pogue Art Gallery/Sculpture Garden

The Pogue Art Gallery and connected Sculpture Garden is available for rent through the HBFFAC facility office. The space, however, is specifically under the authority of the Gallery Director and rental of the space is subject to availability and gallery policy. (See appendix ___)

Rental Process

Refusal to Rent:

The HBFFAC Facility Office shall refuse to rent such facility for any event, activity or performance if the Facility Coordinator reasonably determines that such event, activity or performance, or the anticipated audience response to such an event, activity or performance may cause damage or the unusual risk of damage to the facility or its patrons. Final approval or non-approval will be at the sole discretion of the university.

Scheduling

The HBFFAC Facility Coordinator will maintain a current school term master calendar, from July 1 through June 30 and will accept reservations in the following priority:

- 1) East Central University Fine Arts events
- 2) East Central University sponsored events
- 3) East Central University Student Organization Events
- 4) Non-profit educational events in the fine or performing arts
- 5) Non-profit educational events
- 6) Commercial events
- 7) Non-profit, non-educational events

Reservations may be made within the University two school years in advance. General public reservations may be made one school year in advance. Reservations will otherwise be made on a “first come, first served basis” with the HBFFAC Facility Coordinator retaining the right to make changes when necessary. Unless otherwise specified in writing, the HBFFAC Facility Coordinator shall maintain the right to schedule other events both before and after any currently contracted or tentatively scheduled events, without prior notice to the lessees involved.

It is suggested when submitting events during priority booking to contact the HBFFAC Facility Office to review possible dates before completing a Facility Use Request form. If the date listed on a submitted Facility Use Request is unavailable, the request will be denied. In the case of an event for which the date is dictated by those outside of the university and cannot be changed, please note these circumstances on your form and the HBFFAC Facility Coordinator will accommodate your program to the best of his or her ability.

Dates may be tentatively reserved on the facility calendar without a Facility Use Request. Such tentative reservations will remain in place for thirty (30) days. At the conclusion of thirty (30) days tentative reservations will be dropped from the facility calendar unless a.) a Facility Use Request for the event has been submitted and approved or b.) the Facility Office has been contacted to reinstate the reservation. The HBFFAC Facility Coordinator is in no case responsible to notify an individual or organization that their reservation has been dropped. In the event of a new request for an already tentatively reserved date the individual or organization that made the original reservation will be contacted and asked to immediately complete a Facility Use Request and submit all required deposits or release the date.

Facility Use Request

The Facility Use Request is an initial request for use of the HBFFAC, and provides general information about your performance. This form includes contact information, technical details and front of house details. Please complete the Facility Use Request and return to the HBFFAC office 90 days prior to the performance. If the performance is requested less than 90 days prior to the event, this form will be due at the time requested; no less than ten (10) business days in advance.

Insurance

All individuals and organizations, except those of East Central University, shall furnish the HBFFAC office with a certificate of insurance at least ten (10) business days prior to the event verifying there is a policy in force naming the lessee as insured and which also contains the following language: “East Central University

is named as additional insured with respect to all activities by (lessee) held on the premises of the Hallie Brown Ford Fine Arts Center (or D.I. Summers theatre, as applicable) pursuant to insurance policy number -----." Such insurance shall provide for a minimum bodily injury and public property damage liability insurance of \$1,000,000 per occurrence; said policy shall also provide for a 10 day written notice to East Central University prior to cancellation or any material modification of the insurance policy. Failure to comply with this stipulation will result in cancellation of the function.

Non-Profit

In order to qualify for the non-profit rates which are set forth on the current HBFFAC Rate Schedule, a lessee must provide a letter from the Internal Revenue Service confirming its 501 (c) 3 status as a not-for-profit entity. This item will be kept on file and need not be supplied with every contract unless specifically requested by the HBFFAC Facility Coordinator.

Facility Use Contract

Accepted requests from individuals and organizations outside the University will be required, in addition, to complete a Facility Use Contract. **Do not sign a talent contract or advertise your program until you have been approved with a Facility Use Request**, and the Facility Use Contract and deposit have been submitted. Your Facility Use Contract, cleaning deposit, and deposit of 50% of the total balance are required sixty (60) days in advance. If the performance is requested less than 60 days prior to the event, the contract and deposit will be due at the time of request, no less than ten (10) business days in advance.

Contract Payments

A deposit of 50% of the total rental balance (determined by the amount of time listed on your submitted Facility Use Request) will be due at the contract signing. The remaining balance will be due the directly following your use of the facility. A late fee of 3.5% per month will be assessed for accounts 30 days past due. Any additional fees incurred while using the HBFFAC will be included on a final invoice which will be mailed no more than fifteen (fifteen) days following the rental. Any outstanding charges will be due within 15 days of receipt of invoice.

Deposit

All renters outside of University sponsored events must submit a deposit of \$500. These funds will be retained throughout the rental period and will be used to defray any cleaning, repair or replacement costs directly connected with the lessee's use of the facility. If the lessee leaves the HBFFAC in a condition other than described in this manual they will forfeit their cleaning deposit, plus be charged any additional fees associated with the clean-up. At the end of the rental period, before the lessee has vacated the space, the HBFFAC Facility Coordinator or his or her representative will walk through the facility with the lessee to determine if the deposit will be returned. The facility cleaning fee return is at the sole discretion of the facility manager. After the funds have been released they will be returned to the lessee or, if desired, applied to the lessee's remaining balance.

Most common reasons for losing a deposit:

Facility not cleaned or tidied to its original condition

Damaged equipment, floors, walls, etc.

Stage floor not cleared

Large items left behind

Equipment missing

Soft goods (curtains) ripped, torn, painted etc.

Cancellations

In the event of cancellation, the lessee must submit to the HBFFAC a cancellation notice in writing. Upon cancellation more than ten (10) business days in advance, 100% of the deposit will be returned. Upon cancellation less than ten (10) business days in advance, 50% of the deposit will be forfeited to the HBFFAC and the remainder will be returned.

Production Meeting

A production meeting is a time to discuss all of your event's needs with the people that can make them happen! This should be held at least 30 days before your event is scheduled. The meeting should include the person or persons from your organization that can answer questions regarding your event and the HBFFAC Facility Coordinator and Technical Director. This meeting will lay out your event's technical, front of house and personnel needs.

Technical Director/Designer

If your event requires a technical director or designer and you are unable to provide the personnel for these needs, the HBFFAC Technical Director may be hired at an hourly rate. If your event requires the approval of a technical rider you must provide the HBFFAC Technical Director with this information for approval *before* completing contracts.

Technical Fees Estimate

Once you have discussed your technical needs with the HBFFAC Technical Director, an estimate will be written and sent to you for review. This estimate reflects the equipment, personnel and set up/tech rehearsal time established in the production meeting. If additional personnel or equipment is deemed necessary after the estimate has been issued, these charges will be added to the final invoice.

Food Service

Food service may be ordered through Chartwells, East Central University's on campus food provider. Chartwells offers a wide range of dining and catering options and may be contacted at (580) 332-1545. Chartwells maintains right of first refusal on East Central's campus, therefore any Lessee who wishes to bring in food from a different source must first contact Chartwells to obtain permission. Lessees must inform the HBFFAC Facility Coordinator of all plans for dining, receptions, etc. to facilitate set-up!

Box Office

The production meeting will also establish your front of house needs. If your event will be using the HBFFAC Box office and/or ticketing website you'll be asked to complete a Box Office Information Form. The information collected on this form will allow the HBFFAC Box Office to enter your event on our ticketing website. This form is due at least seven (7) days prior to the event.

The HBFFAC Box Office is not capable of providing a full staff for front of house needs. HBFFAC personnel may be contracted to fill key front of house positions, but the bulk of staffing must be provided by your organization. These personnel will be expected to adhere to the HBFFAC Front of House policies.

Complimentary Tickets

Regardless of the Lessees decision regarding ticketing, the management of the HBFFAC reserves for its exclusive use ten to fifteen (10-15) seats for each performance held in the Ataloo Theatre and five to ten (5-10) seats for each performance in the Chalmers Herman Theatre. Such tickets shall be distributed at the sole discretion of the HBFFAC Facility Coordinator. There will be no charge to the HBFFAC for the use of such seats insofar as such seats are to be deemed a part of the base rental fee.

Box Office Use

Hours

The HBFFAC will operate a ticket office within the HBFFAC facility which will maintain business hours as posted. The HBFFAC Box Office will open one (1) hour prior to the announced curtain time for all performances to which tickets are being sold.

Ticketing

The HBFFAC uses computerized ticketing software to facilitate all ticketing transactions. Ticketing services are \$100.00 for set-up and a charge of \$1 per ticket printed. These fees include the personnel to sell tickets during normal box office hours but do not include the selling of tickets immediately before or during a production. Lessees who elect or are requested by HBFFAC Facility Coordinator to provide ticket office personnel to work in the Box Office at the time of their event shall have such personnel present at the time of the Box Office opening (one hour before the announced curtain time) prior to such lessee's event.

Lessee shall not sell, distribute or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility herein above described. There are no circumstances under which the occupancy may

exceed 1,078 (11 wheelchair seats, 1,089 total) patrons. Lessee will not allow the placing of additional chairs in aisles, or on the stage. The sale of standing room spaces is prohibited.

Ticketing Website and Fees

The use of the HBFFAC ticketing website for promotion and ticket sales incurs a \$100 set up fee. This fee includes website data entry and the sale of tickets by box office personnel during regular box office hours. Personnel for ticket sales before and at time of performance are the responsibility of the Lessee unless otherwise arranged with the HBFFAC Facility Coordinator.

Every ticket sold incurs a \$1 processing fee. It is advisable that this fee be added into the base ticket price. These funds will be subtracted from gross sales and included in the sales breakdown.

Methods of Payment

The HBFFAC Box Office will not accept checks or credit cards in payment for tickets unless and until the lessee involved signs an authorization form making such lessee liable for any charges incurred by the HBFFAC in the attempt to collect payment for returned checks or charges. In the event a lessee elects not to sign such a form, such lessee must inform potential patrons of this election in any advertising for such event. The HBFFAC is able to charge purchases only on the following credit card companies: Visa, MasterCard, and American Express. (Discover Card is not accepted.)

Refund and Exchange Policy

The HBFFAC Box Office agrees to manage patron refunds. Any charges incurred by credit card refunds will be billed to the Lessee.

Performance Settlement

Within fifteen business days after the completion of the last performance a check will be cut and mailed to you. This check constitutes net profits of the performance and will be accompanied by an itemized breakdown of income and deductions. Any fees incurred while using the HBFFAC will be deducted from that payment. If the Box Office proceeds from your performance(s) are not enough to cover these fees a bill will be mailed for the remaining amount; any outstanding charges will be due within 15 days of receipt of invoice.

Reports

The HBFFAC Box Office staff will provide to lessee a statement accounting for all tickets which were sold, not sold or otherwise distributed through the Box Office. The money from all tickets sold by the HBFFAC shall be held, on behalf of East Central University until the time of settlement set forth in the Facilities Use Contract. Lessees shall, upon request, furnish to the HBFFAC Box Office a complete list of all complimentary tickets or passes issued or to be issued in conjunction with an event for which a contract has been issued.

House Managers and Ushers

For every event in the HBFFAC, the HBFFAC Facility Coordinator, in cooperation with the lessee, will determine the number of ushers, and front of house personnel required for the event.

The lessee will be required to supply sufficient personnel (minimum of eight (8) for events in the Ataloo Theatre, and minimum of two (2) in the Chalmers Herman Theatre) to house manage and usher patrons for each event performance. If the personnel are not competent or capable of performing such functions to the satisfaction of the HBFFAC Facility Coordinator or in case of lack of personnel available, the lessee will be required to hire from the HBFFAC capable personnel to perform these functions. The House Managers and Ushers rates are listed on the current HBFFAC rate sheet.

The house manager and ushers are responsible for supervision of the HBFFAC, supervision of receptions during or after a performance, collecting tickets, distributing programs, directing patrons to the correct seating areas, and preventing access of food and drinks into the seating area of the theatre.

Merchandise Sales

If a lessee has items for sale or rent or wishes to authorize others to sell or rent on its behalf or during its event, the details of these sales must be included in the Facility Use Contract and must be approved by the HBFFAC Facility Coordinator. Such items may include but are not be limited to souvenir programs, books, photographs, CDs, DVDs, audio or video tapes, records, posters, opera glasses, T-shirts, sweatshirts, or other souvenir items. These items may only be vended from the contract designated location. The granting of a full Facility Use Contract does not grant permission to vend unless all details of the arrangement are included in said contract! The provisions of this and the following will also apply in the case of a vendor who may or may not make cash transactions at an event but rather receives orders for subsequent sales to take place off the

premises of the HBFFAC.

The general policy vendor sales is as follows: An approved vendor agrees to pay the HBFFAC, in return for the granting of such permission, a commission of 10% for commercial vendors, and 5% for non-profit vendors to be calculated on the total net sales for each sales period in the HBFFAC with net sales being defined as total of all sales during each period minus the applicable sales tax on such sales. Such commission will be due and payable immediately subsequent to the close of sales for each such period. In the case of a vendor who is taking orders and may or may not be making transactions during an event, a flat fee may be negotiated with the HBFFAC Facility Coordinator in advance of such event. In return the HBFFAC will provide one table and two chairs for each vendor.

Each approved vendor further agrees, upon request, to provide the HBFFAC Facility Coordinator one (1) sample of any item sold and that any such items become the property of the HBFFAC and that the value of any such item shall not be deducted from any fees or commissions otherwise due the HBFFAC.

The HBFFAC reserves the right to refuse permission to sell, rent or otherwise distribute any item which does not directly relate to the presentation of a specific event for which a Facility Use Contract has been issued, or any item which in normal use or misuse may cause damage to the HBFFAC, its employees, or patrons.

Concessions

Contact ECU Director of Events for more information.

Marketing Opportunities and Guidelines

Posters

All performance groups are able to place a poster of their HBFFAC performance outside of the Box Office beginning one month prior the corresponding performance. Poster size may not exceed 11"x 14".

Fliers

Fliers for the HBFFAC performance may also be placed on designated tables in the Lockmiller Lobby beginning one month prior to the performance. Flier size may not exceed 5.5"x 8.5".

Please deliver posters and/or fliers to the HBFFAC Facility Coordinator. All posters and fliers will be removed the day after the performance by the HBFFAC staff.

Lobby Displays and Handouts

Displays may be set-up in the lobby during the contracted rental times. Tables should be requested in advance from HBFFAC Facility Coordinator.

Any literature that is to be handed to the patrons should be done at the conclusion of the performance.

Programs

Lessees must provide the correct number of programs needed for the event, if a program is required for said event. The HBFFAC reserves the right to insert promotional material of its own choosing into any programs distributed within the facility.

General Facility Policies

The Lessee will indemnify and hold harmless the HBFFAC, and HBFFAC agents and employees, against any and all damages, claims or other liability due to personal injury or death, or damage to or loss of property arising from its use of any and all HBFFAC facilities.

Artistic Freedom

No attempt shall be made on the part of HBFFAC Facility Office or East Central University to impose prior censorship or review of the material to be presented during an event. Any lessee and patrons, however, will be responsible for compliance with all local, state and federal laws, in addition to the ordinances, policies and regulations of East Central University. Further, no performance, exhibition or entertainment shall be given or held in the HBFFAC which is illegal, indecent, obscene, immoral, or for any reason which, in the sole opinion of the HBFFAC management, would create a negative image or which would otherwise create public controversy. If a performance, exhibition, or entertainment is deemed as such by the HBFFAC Facility Office, the management reserves the right to stop an event at any time. If the HBFFAC exercises this right, all rental

and other fees due to HBFFAC will remain the property of HBFFAC and any unpaid charges shall be considered payable to the HBFFAC.

If an event performance is deemed unsuitable for some audiences, prior notification to the HBFFAC Facility Coordinator is necessary, and it must be advertised as such during ticket sales and with notices posted in the lobby. Ultimately, the responsibility rests with the lessee to choose performances which are appropriate.

Licenses

All individuals and organizations shall obtain all permits and licenses required by the laws, ordinances, and rules including licenses to perform all copyrighted material. The HBFFAC Facility Coordinator, either prior or subsequent to a performance, has the right to require any lessee to furnish satisfactory evidence that such lessee has obtained all such licenses. Additionally, lessee will fully indemnify, defend and hold harmless East Central University and all of its agents and employees, for any claims, damages or costs including attorney fees growing out of lessee's infringement or violation of said copyright laws and regulations.

All individuals and organizations shall comply with all laws of the United States, the State of Oklahoma, all ordinances of the city of Ada and all rules and regulations established by any authorized officer or department of the city of Ada. Such individuals or organizations will not suffer to be done anything on such premises in violation of any such laws, ordinances, rules or regulations.

Forbidden Actions & Substances

A lessee will not do or permit to be done anything in or upon any portion of the premises of the HBFFAC or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy on the HBFFAC or any part thereof, or in any way increase any rate of insurance upon the HBFFAC or on property kept therein. Nor shall a lessee, without prior written consent from the HBFFAC Director or a designated representative, store or operate any engine, motor or machinery on the premises of the HBFFAC or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or any other purpose. State law prohibits the possession, sale or consumption of drugs on state property. All university, local, state, and federal laws will be enforced by the East Central University Police Department.

Tobacco

The use of tobacco products is prohibited in all areas of the HBFFAC including but not limited to the seating area of theatres, lobbies, vestibules, restrooms, elevators, stairways, green room, backstage hallways backstage, onstage, dressing rooms and other areas. Tobacco use includes, but is not limited to, the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device or the use of smokeless tobacco including snuff, chewing tobacco, smokeless pouches, or any other form of loose-leaf smokeless tobacco.

Each lessee shall be responsible for enforcing tobacco regulations during such time as lessee is utilizing the HBFFAC pursuant to a fully executed Facility Use Contract. The failure on the part of the lessee to enforce these regulations with its personnel shall constitute a breach of such lessee's lease agreement and may, at the sole discretion of management, be deemed cause for termination of such contract, in which case all advance deposits previously paid shall be presumed to be damages sustained by East Central University and such deposits become the property of the HBFFAC and shall not be refunded. Such failure will also adversely affect the ability of such lessee to obtain future contracts for the use of the HBFFAC.

Lessees are urged to make this policy known to their ticket buyers, performance personnel, stage technicians and others in their employ or organization. Violations of this policy will not only jeopardize the lessee's then current agreement but will also subject the individual(s) involved to arrest and prosecution. Tobacco use not allowed on the East Central University campus.

Obstructions

No portions of sidewalks, entrances, passages, vestibules, halls, elevators or means of access to public utilities by the HBFFAC, or its premises shall be obstructed by the lessee, or cause or permit to be used for any purposes other than ingress and egress to and from the HBFFAC or its premises. The doors, stairways or openings that reflect or admit light into any portion of the HBFFAC building, including the hallways, corridors, passageways, house lighting attachments and radiators, shall in no way be obstructed by lessees. Any damage from the misuse of the bathroom apparatuses such as toilets and water fixtures shall be paid by the lessee.

Food and Drinks

Ataloo and D.I. Summers-Food and drinks (including water) are not permitted at any time in the theatre house (seating area), onstage, backstage or in any of the equipment control areas such as the light/sound booth, by spotlights, or fly rail. Food and drinks are allowed in the green room. See Front of House-Concessions section for information on front of house food services.

Chalmers Herman, Lockmiller Lobby, Pogue Art Gallery-Food and drinks are allowed in these areas with the stipulation that any trash, spills, etc. be cleaned up as part of Lessee's strike. Failure to do so may result in the loss of deposit.

Furniture

Furniture may not be moved from room to room without express HBFFAC Facility Coordinator's permission. Damage to any furniture, equipment or the building should be reported immediately. Repair/replacement charges will be billed to the Lessee.

Glitter

Glitter is not allowed in the building. It cannot be used on or in set, costume, or prop pieces. Body glitter is not allowed unless it is in a make-up form. The use of glitter will result in the loss of your cleaning deposit!

Centennial Plaza

All activity on the Plaza is restricted to the areas and auxiliary spaces assigned by contract. Parking must be in designated areas only; parking on the plaza or grassy areas surrounding the plaza is prohibited. The fountain must not be tampered with in any way.

Electrical power and water hookups are available on the Plaza. The use of these amenities should be negotiated through the facility office and included in the event contract.

Tenting is permitted on the plaza with approval by the HBFFAC Facility Coordinator. Tents must be self-standing and may not be staked into concrete. Rental companies contracted by the Lessee must abide by all policies.

All amplified sound on the plaza may not exceed 62 decibels measured at a distance of 20 feet. Sound should not disturb the peace of neighboring inhabitants or University students or personnel. The use of amplified sound is subject to approval by the Facility Office and University administration.

Front of House Operations

Lessees and all related personnel must adhere to the policies listed below.

Use of Theatre Seating Areas

The use of theatre seating areas shall be restricted at all times to those in possession of tickets during times of performance, those times immediately preceding a performance, and those succeeding such performances. This means that during all rehearsals, set-up periods, strike periods, and even performances, a lessee's personnel shall, to the extent practical, restrict all of their activities to the stage, backstage areas, dressing rooms, Green Room, and control booth areas. In the event the HBFFAC Facility Office deems it necessary to re-clean an area prior to a performance due to the abuse of an area, the Facility Coordinator at its sole discretion will assess a supplemental cleaning fee.

Decorum

The Lessee will be aware that the HBFFAC is a multi-use facility with many activities throughout the building at one time. Every effort is made to coordinate all performances, classes, rehearsals and events as not to affect one another. Rehearsals, event set-up, participants and events must be restricted to the rooms and auxiliary spaces assigned. No tap shoes are allowed in hallways or lobbies. Lessee, personnel, and participants must maintain appropriate decorum while in the hallways and lobby so that other programs, rehearsals or classes are not disturbed. Lessee agrees that at all times they will conduct their activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by agencies responsible for public safety. The failure on the part of the lessee to enforce these regulations with its personnel shall constitute a breach of such lessee's lease agreement and may, at the sole discretion of the HBFFAC Facility Coordinator, be deemed cause for termination of such contract, in which case all advance deposits previously paid shall be presumed to be damages sustained by East Central University and such deposits become the property of the HBFFAC and shall not be refunded. Such failure will also adversely affect the ability of such lessee to obtain future contracts for the use of the HBFFAC.

Objectionable Persons and Ejection:

The HBFFAC Facility Office reserves the right to eject or cause to be ejected from the premises of the HBFFAC any objectionable person(s). Neither East Central University nor any of its officers, agents or employees shall be liable to any lessee for any reason. The term "objectionable person(s)" shall include those persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of HBFFAC policy, city, state or federal law, make the normal and proper conducting of business or an event or the enjoyment by others of such an event difficult or impossible.

Public Announcements

The HBFFAC reserves the right to make public announcements during intermissions and other times as will not unreasonably interfere with lessee's performance. Said public announcements may relate briefly to future attractions at the HBFFAC or the welfare and safety of those attending the event. Lessee is prohibited from making public announcements other than those which pertain to the event for which this agreement is made without prior written approval by the HBFFAC Facility Coordinator.

Electronic Devices

Ringling cellular phones, paging devices and text messaging interrupt the performance and will not be tolerated. The lessee should remind patrons that all cell phones and electronic devices should be turned off upon entry into the performance hall.

Recording and Broadcasting

No event or performance presented in the HBFFAC may be broadcast, videotaped, recorded or otherwise reproduced without the prior written consent of the HBFFAC Facility Coordinator.

Curtain Time and Seating

The House will open ½ hour prior to the start of each performance. This is to allow smooth movement of the audience through the lobby and to allow the performances to begin on time. Lessee agrees to make every effort to begin all events at or within ten (10) minutes of the announced starting time. The HBFFAC Facility Coordinator or a designated representative may, when weather, traffic or parking conditions dictate, delay the start of any performance a reasonable period of time to allow the greatest majority of patrons to be seated. In the absence of other specific instructions from the lessee involved, the HBFFAC Facility Office reserves the right to deny admission to latecomers until the first logical break in the performance at which time latecomers may, at the discretion of the management, be seated in available seats in the rear of the theatre or, if such seating is not available, such latecomers may be held in the lobby until the first intermission.

Lost Articles

The HBFFAC Facility Coordinator or a designated representative shall have the sole right to collect and to have custody of articles left in the HBFFAC by persons attending events presented in the HBFFAC. HBFFAC Facility Office will make every effort to reunite such articles with their owners; provided, however, that the HBFFAC will not be responsible for incurring any cost for returning articles to their owners. After a reasonable period of time (not less than thirty days), all unclaimed articles shall become the property of the HBFFAC to do with or dispose of as its representatives shall deem fit.

Americans with Disabilities Act

It is the intent of the HBFFAC to comply with the ADA in both facilities and accommodations. A patron in need of a Sign Language Interpreter or large print programs will notify the HBFFAC Box Office at least seven (7) days prior to the performance. The lessee will be notified to provide the interpreter or program. Please refer to the ECU campus website www.ecok.edu for further information.

Invitational Dress Rehearsals

As a general rule, the HBFFAC does not encourage lessees to invite or allow people to attend rehearsals, whether or not there is a charge for such attendance. However, in the event that a lessee elects to invite or allow attendance at a rehearsal, prior written permission must be obtained from the HBFFAC Director. If the lessee fails to obtain prior written permission, and invites or allows attendance, the event may be canceled at the discretion of the HBFFAC Director.

Lessees should be warned that having an audience legally constitutes a performance regardless of the number attending, and could result in paying both royalties and performance rental fees. Also, lessees who invite or allow people to attend dress rehearsals will be responsible for providing at least one (1) staff person at the

HBFFAC who will be in charge of such attending people and will coordinate all arrangements for such people with the HBFFAC Facility Coordinator.

In the event the HBFFAC Facility Office deems it necessary to re-clean an area prior to a performance due to the abuse of an area during a rehearsal, the Director at its sole discretion will assess a supplemental cleaning fee.

Stage Facilities, Equipment and Personnel Policies

Technical Staff

After examining an event's requirements, the HBFFAC Technical Director will determine the minimum number of personnel required per event. Only qualified ECU technicians, or professionals who prove qualified will be permitted to operate stage equipment and the Lessee will be required to hire the required technicians at a minimum of the rate given on the current HBFFAC rate sheet. Higher rates may apply based on the technical service proved by the crew member. A four-hour minimum will apply to each work call. If the lessee chooses to hire professional technicians, the HBFFAC Technical Director or a designated representative will verify that they are qualified to run the given positions. The HBFFAC reserves the right to replace or remove any non-HBFFAC staff that is unable to safely or correctly function as a crewmember.

Lessee Personnel

Personnel brought in by the Lessee are the responsibility of the Lessee. Lessee's personnel, paid or volunteer, must abide by all HBFFAC policies and their actions are considered the actions of the Lessee's organization. As such, any breach of policy that may result in either the loss of deposit, additional fees or the cancellation of the event committed by professional, paid or volunteer personnel will be considered a breach of policy by the Lessee.

HBFFAC Facility personnel retain the right to supersede any instructions given by the Lessee if said instructions may result in the damage, loss or quality of facilities or equipment. The use and operation of facility equipment, including but not limited to the rigging system, lighting and sound equipment is confined to those specifically approved by the HBFFAC Technical Director.

Some technical areas are restricted and are not accessible to all personnel. These areas are defined by the HBFFAC Facility Office and include (but are not limited to) in particular: the lighting catwalks, the loading rails and grid, the spotlight and lighting booths, and the orchestra pit.

Security

ECU Police Officers will be assigned to all public events as determined necessary by the HBFFAC Facility Coordinator. Charges for their services will be billed to the lessee at their current rate.

If properties of exceptional value are to be left in the facility, prior notification should be made to the HBFFAC Facility Coordinator. The lessee will be responsible for all personal belongings onstage and in the backstage area during rehearsals and performances.

Children

The Lessee will be required to provide at least one adult supervisor for every five children participating or involved in the event. If the lessee fails to supply the required number of adult supervisors to monitor behavior of participants in all areas, including backstage, the HBFFAC Facility Coordinator may at their discretion cancel the event immediately. The Lessee will assume full responsibility for actions of their personnel and participants involved in events. Children must be supervised at all times.

Visitors

Visitors are not allowed backstage, in the dressing rooms, or in the make-up rooms before or during rehearsals or performances. If a visitor is discovered to have caused any damages to the facility or equipment, the lessee will be responsible for the replacement of damaged items and will be billed for the cost to replace or repair. Visitors are also restricted from all technical areas (sound, lighting, spotlight booths, rigging rail, stage managers stand, etc.)

Stage Equipment

The HBFFAC will make every effort to keep its equipment available and in good working order. However, if equipment is out of order for any reason, the HBFFAC will not be responsible for providing replacement equipment. Any malfunction of equipment provided by the HBFFAC should be reported to the HBFFAC

Technical Director. The HBFFAC, at its sole discretion, reserves the right to make its equipment unavailable to lessee in the event lessee's planned use is deemed potentially dangerous to such lessee or to such equipment. Any and all equipment damages will be billed directly to the Lessee. This includes furniture, building, lighting/sound equipment, rigging, stage, etc.

Only qualified ECU technicians or professionals who prove qualified will be permitted to operate stage equipment including but not limited to spotlights, light board, sound board, focusing lights, or the fly system. If the lessee wishes to provide qualified technicians, they must be approved by the HBFFAC Technical Director at least 10 days in advance.

Lighting

If changes or additions are made to an existing lighting plot a complete restore to the HBFFAC Technical Director or his or her representative's satisfaction must be included at cost to the client. Depending on the extent of the changes a House Theater Technician will be required to assist on all load in and load out calls deemed necessary to complete the final restore and to check out and maintain inventory on equipment used. It is strongly suggested that the lessee provide all color media, gobos, etc. required for their production. If the required color does not match the house plot and additional house color is needed, the client will be charged the prevailing rate for color media and all original house color must be returned during the restore.

Follow spots are available at extra charge to the client. Spotlights must be approved in advance.

At the end of each evening proper ghost lights should remain on, overhead fluorescents and all other work lights and powered equipment powered off. Ghost lights are defined by the facility office and will be readily accessible. Use these lights only.

Rigging

The rigging of flying scenery must comply with theatrical rigging code. The HBFFAC Technical Director may require, at an extra cost to the lessee, the hiring of professional stage riggers from the local IATSE. Only certified personnel are allowed on the pin rail, loading rail and grid. Violation by the Lessee, Lessee's cast, crew or organizational members is cause for immediate cancellation of the event.

Sound

The use of theatre sound systems is limited to those approved by the HBFFAC Technical Director. No other personnel, regardless of experience level, are allowed to use any part of the theatre sound systems.

Flames

Any use of fire, flame and pyrotechnics require the approval of the HBFFAC Technical Director as well as the City of Ada Fire Marshall-NO EXCEPTIONS! Proof of approval from the City of Ada Fire Marshall will be required before the HBFFAC Technical Director considers approval. Approval from the City of Ada Fire Marshall does not guarantee approval from the HBFFAC Technical Director. Any use of fire, flame or pyrotechnics must be approved in writing on the Facility Use Contract by the HBFFAC Technical Director. Failure to get proper approval and authorization could result in fines from the city/state and will result in termination of the event.

The HBFFAC Technical Director will not consider the use of fire, flame or pyrotechnics without the submission of a **RISK MANAGEMENT PLAN**. This plan must include a full description of the proposed use of flame, the level of severity possible in the event of mishap, the level of likelihood of mishap, a detailed description of the measures taken for the prevention of mishap and a detailed description of the action planned if a mishap occurs. If this plan is approved, all actions and stipulations outlined in the plan must be adhered to. Any deviation from the approved plan of action is grounds for revocation.

Weapons

The performance use of weapons including, but not limited to pistols, rifles, shotguns, knives and swords must be approved by the HBFFAC Facility Coordinator and ECU Police. Application for weapons use must be made with the HBFFAC Facility Coordinator at least thirty (30) days prior to the performance. If the application for weapon use is granted, the following procedure will be followed for the weapon's use in the HBFFAC: Upon prior notification of the date and time, the director of the show will bring the weapon to the HBFFAC Technical Director to be kept in a locked, secure cabinet throughout the run of the show. During the show itself, the HBFFAC Technical Director or a designated representative will hand the weapon to the stage manager prior to the performance and will collect the weapon following the performance. The weapon will then be returned to the locked, secure cabinet until it will be removed from the HBFFAC after the final

performance. The HBFFAC encourages the use of only certified stage combat swords and knives which have been blunted. Swords and knives should be kept in their sheaths when not in use.

Stage Facilities

Lessee shall not do or permit to be done in or on the premises of the HBFFAC anything that may tend to injure, mar, or in any manner deface the facility or its premises. This includes, but is not limited to, driving or installing any nails, tacks, hooks or screws into any part of the HBFFAC building, including, but not limited to walls, doors, message boards, or any painted surface. Further, lessee shall not make or allow to be made scratches, cuts or lacerations of any kind to the facility or any equipment belonging to the facility. . The lessee will be financially responsibility for costs or expenses resulting from unauthorized modification or damage by the lessee, any of its agents, employees or patrons. Any damage to HBFFAC property will be noted in writing on the billing summary. This summary will be sent to the Renter within fifteen (15) days of the damage occurring. Dismantling protective devices of any kind is strictly prohibited and grounds for the immediate cancellation of the event

The HBFFAC assumes no responsibility for the security and safety of stored goods during or after a performance. Due to limited storage space, the renter must remove all property from the facility at the termination of the performance.

Painting

No major set painting is allowed on stage. Any minor touch up painting on scenery deemed necessary must be done with drop clothes, along with special precautions taken to not get any paint on the stage floor, or any of the HBFFAC equipment or soft goods. The lessee will be fined if any paint is found on any HBFFAC equipment, soft goods or flooring.

Floors

Any special treatments of the floor will be overseen by the HBFFAC Technical Director. The lessee will be billed for any time necessary in accomplishing the desired floor treatment, and any maintenance of it. Floor treatments of any kind require prior approval from the HBFFAC Technical Director in writing at least ten (10) days in advance.

The lessee is responsible for removing all spike marks on the stage floor. Spike marks should be made with spike tape, gaffers tape, or glow tape and must be removed by the lessee during strike.

Soft Goods

Nothing may be pinned, stapled, sewn, taped or attached in any manner to curtains, scrim, and other soft goods owned by the University. Damages to these soft goods will incur repair charges. Any changes or additions made to the house rigging schedule must be approved and overseen by the HBFFAC Technical Director. The storage of facility soft goods shall be according to the direction of the HBFFAC Technical Director.

Stage Entrance

The stage door is located on the west side of the HBFFAC at the loading dock. Except as otherwise authorized in advance by the HBFFAC Facility Coordinator or a designated representative, all performers, technicians and other personnel directly associated with an event are to use such door when entering and leaving the HBFFAC to avoid excessive contact with patrons.

Storage

In the receipt, handling, care or custody of property of any kind, shipped or otherwise delivered to the HBFFAC either prior to, during or subsequent to the use of the HBFFAC by a lessee, the HBFFAC and its Director, representatives and employees shall not be held liable for any loss, damage or injury to such property. All equipment and property belonging to the Lessee should be removed immediately following the event. Unless otherwise arranged, all items left in the facility beyond the agreed rental period will accrue a \$200 per day storage fee.

Loading Entrance

All articles, fixtures, materials, displays, etc. relative to an event shall be brought into or taken out of the HBFFAC only at such entrances and exits as may be designated by the HBFFAC Technical Director.

Backstage Facilities

Dressing Rooms

With the rental of the Ataloo Theatre come two (2) chorus dressing rooms for up to 15 people each with toilet, sinks, shower, counters, and make-up mirrors as well as two (2) star dressing rooms for 1 or 2 people with toilet, sink, shower, counter and make-up mirror.

With the rental of the Chalmers Herman Theatre come two (2) dressing rooms for 2 to 4 people with toilet, sink, shower, counter, and make-up mirror.

All dressing rooms are handicap accessible.

At times, these dressing rooms will serve both the Ataloo Theatre and the Chalmers Herman Theatre. All efforts to coordinate use of dressing rooms between these spaces will be made, but it is possible that performers in both spaces may need to share facilities.

All performers using dressing rooms must be clothed when leaving the dressing room. The hallway connecting dressing rooms are visible to the public and performers are asked to consider the reputation and connection with the community maintained by the HBFFAC.

Basic janitorial needs will be met by HBFFAC janitorial staff on weekdays, however, the Lessee is asked at the completion of rental to clean dressing rooms. In particular to empty trash, wipe off counters and remove all items. If the client prefers HBFFAC janitorial staff will not enter the dressing rooms until requested to insure the performer's security. Please contact the HBFFAC Facility Coordinator or their representative to make this request.

Shops

Use of the HBFFAC's Peshehonoff Scene shop is not permitted. The only possible exception being the use of the Peshehonoff Scene shop for Chalmers Herman Theatre stage access to and from the loading dock during load-in and load out. Such use must be pre-approved by the Scene Shop manager. Use of shop tools and materials is not permitted in any instance.

Use of the HBFFAC Costume Shop, D.I. Summers Costume Shop, D.I. Summers Scene Shop, D.I. Summers Prop Shop and all related storage areas is strictly prohibited. These spaces are not under the purview of the HBFFAC and are not rentable areas.

Load in / Load out / Restore of Facility

Load-in and Truck Parking

The service road on the west side of the theater accesses the loading dock and stage doors. The loading dock is wide enough to unload two trucks at the same time. The loading dock doors clear 8'6" wide and 13' high. All hallways throughout the building are also 8'6" wide to allow access.

Truck and bus parking is available in the parking lot North of the HBFFAC building.

All deliveries that are made to the stage/backstage areas must be arranged with the HBFFAC Facility Coordinator. Failure to do so will result in the refusal of deliveries.

The loading docks are intended for loading and unloading only. Do NOT park in the loading zone.

All hanging or rearranging of soft goods, lighting equipment, and etc. must occur during the Renter's contracted period of time unless otherwise arranged. Any work occurring outside of this period will be billed at the hourly rate per technician.

Load-out / Restore of Facility

All items used for an event must be removed immediately following the final performance. All event oriented refuse must be disposed of properly. This includes the storage area and dressing rooms. The Lessee is responsible for sweeping and if necessary mopping the stage after each event. It is also the responsibility of the lessee to remove any and all spike marks they utilized during their production at this time. The Lessee should have an authorized representative available to do a walk-through of the facilities, backstage, and dressing rooms with the HBFFAC Technical Director or his or her representative to confirm all items have been removed and that they will receive their cleaning deposit back.

Any damage to equipment or facility will be charged to the user at the replacement or repair cost. Any damaged items will be noted in writing within (5) calendar days of damage.

The lessee will not be considered clear of any space until it has been restored. Typical restoration includes the restoring the original house light plot and soft good hang, and removal of all items brought for the event by

the user. Any crew that has been provided by the client should not be released until the facility has been completely restored.