

Columbia Theatre for the Performing Arts Usage Policies

The Columbia Theatre for the Performing Arts (CTPA) is an educational and cultural resource for Southeastern Louisiana University and the Northshore community. The CTPA is additionally dedicated to providing the youth of our community programming that will positively enhance their vision of the future, so in turn, they may continue this legacy. Priority for the Theatre's use will be assigned to programs sponsored by the CTPA, University departments and organizations. The Theatre will also be made available to non-profit organizations, businesses and for-profit organizations on an individual program license basis for purposes that are compatible with or enhance the mission of the Columbia Theatre, Southeastern Louisiana University and are in the interest of the Northshore community. All users will be in conformance with the rules and regulations outlined in this document. Approval and scheduling of events is the responsibility of the Columbia Theatre Director and the Columbia Theatre Usage Committee with assistance from the CTPA Staff. Requests for Columbia Theatre facility usage will be reviewed and processed based on the following priority.

Priority 1: Columbia Theatre for the Performing Arts Season

The CTPA Director has first priority for programming dates for the usage of the CTPA.

Priority 2: Southeastern Louisiana University Academic Departments

Academic departments, colleges, academic divisions and agencies of Southeastern Louisiana University.

Priority 3: Southeastern Louisiana University Nonacademic Departments and Organizations

Registered University organizations in good standing. To qualify in this category, the organization licensee must meet University requirements. The appointed representative must be a registered student, faculty, or unclassified staff member of Southeastern Louisiana University.

Priority 4: Nonprofit Organizations

Non-profit/tax exempt organizations in this category must be qualified for exemption under Section 501 (c) of the Internal Revenue Code.

Priority 5: For-Profit Business or Arts Presenter

Any business, association, or enterprise that is not a nonprofit exempt organization as defined under Section 501 (c) of the Internal Revenue Code.

It should be understood that when reviewing usage requests, precedence is given to performing arts activities, particularly those of Fanfare, the Columbia Theatre Season, the Department of Music and Dramatic Arts and all other University entities. The Southeastern Office of Continuing Education remains the sole source point for requests to book on-campus venues, including Vonnie Borden Theatre and Pottle Music Building Auditorium.

Licensee Initial _____

Section 1: Scheduling.

The CTPA operates on a fiscal year beginning July 1 and ending June 30 and must follow all Southeastern budget deadlines, guidelines and other directives. The CTPA reserves the right to offer alternate dates and otherwise change the Central Calendar due to unforeseen Southeastern budgetary requirements.

All requests for event presentations must be made in writing on Application Form to the CTPA staff. The initial request should be made a minimum of twelve (12) weeks prior to the suggested event date. The applicant will be required to review this usage policy, the Schedule of Fees and Charges and all other related policies. The applicant will be encouraged to prepare supplemental documents, including video, for submission to the CTPA Usage Committee. The committee meetings are closed to the presence of the applicant. The Committee will review and vote on the application. The applicant will be notified of the committee's decision. Once the application successfully passes this review process, the CTPA Staff will be able to proceed with the scheduling of a "hold date" for the event to the central calendar and begin the License Agreement process. After the completion of the License Agreement, the event date will be considered final and subject to the provisions of the signed agreement. The CTPA will follow the Southeastern Academic Holiday schedule and will not be available on these Holidays.

Annual Usage Caps:

Because the usage of the CTPA has a direct impact on the workload of available staff and its ability to provide support services to facility users, the CTPA will maintain an Annual Usage Cap. This annual cap is subjective from year to year based on the size of the staff and complexity of the events scheduled.

Right to Deny Usage Requests:

The CTPA is under no obligation to approve requests for usage.

During October each year, Southeastern's Fanfare festival occupies the entire month. Therefore, no dates in October will be available and no inquires for outside usages will be accepted between September 30th and October 31st in regards to the remaining months.

Section 2: Facilities Usage and License Agreement.

A signed Columbia Theatre for the Performing Arts Facility License Agreement is required for all events. The booking process that leads to the signed CTPA License Agreement must be completed a minimum of six weeks in advance of the first scheduled usage of the facility. A non-refundable deposit equal to the total Performance Fees will be required before the CTPA Director will sign the completed agreement. After both parties sign the Facility License Agreement and the appropriate deposit has been received, the ticket sales and promotion of the event may begin.

Once both parties have signed the Facility License Agreement the deposit becomes non-refundable. In addition to the performance dates and times, the rehearsal and non-standard use schedule must be included in the License Agreement. It is understood that only the cast and production crew plus authorized representatives of the Licensee and the CTPA will be in attendance during rehearsal and non-standard use time. An open rehearsal presented for any other persons will be declared a performance and the listed performance rates will be applied to the final settlement.

Changes in Content of Event:

The content of the event must be clearly indicated in writing in the application. The approved nature of the event will be written into the License Agreement. The Licensee is not allowed to change the content of the event in any manner without prior CTPA approval. The CTPA regards any change to the event as a breach of the License Agreement and may cancel the entire event while retaining the full deposit plus any costs incurred by the CTPA. An additional consequence will be the denial of future usage requests.

Licensee Initial _____

Change of Schedule:

Should the Licensee need to modify their facility usage schedule after the signing of the agreement, the following guidelines and notices shall apply:

1. All schedule changes must be submitted in writing in order to insure the proper billing documentation.
2. A minimum notice of ten (10) business days will be required to change any stated performance time set forth in the License Agreement.
3. A minimum notice of five (5) business days will be required for the addition of a rehearsal period not previously scheduled. Even then, the granting of the rehearsal will be contingent upon the availability of the CTPA staff and crew.
4. A minimum notice of three (3) business days will be required when a rehearsal or nonstandard use is canceled, otherwise the Licensee will be billed for the facility as originally scheduled and the labor call will be billed at the four (4) hour minimum.
5. A minimum notice of twenty (20) working days is required to add an additional performance of the approved event. Even then the granting of the rehearsal will be contingent upon the availability of the CTPA staff and crew.

Late Starting Time:

The Facilities License Agreement will contain an agreed upon starting time for the performance of the event. The event must begin within 15 minutes of the advertised time. If this is not possible due to any circumstances, an announcement must be made to the audience by the CTPA staff or a representative of the Licensee regarding the delay. If the delay is caused by the Licensee a charge of \$50.00 will be added to the final settlement for every 15 minutes past the start time. If the CTPA causes the delay, the same penalty fee will be deducted from the final settlement.

Late Closing Hour:

The Facilities License Agreement will contain an agreed upon closing hour for the performance of the event. At this predetermined hour, the CTPA management will determine the conditions for continuing the event, and may end the event and close the building. If the event is allowed to continue, the Licensee will be responsible for payment of extra stage and security personnel labor, including any overtime charges. In addition, a fee of \$200.00 per hour, or any portion of an hour, will be charged as long as the performance continues. The appropriate nonstandard use fee will be added to the final bill if the extended performance then exceeds the estimated performance block of time.

CTPA reserves the right to terminate a confirmed date at the sole discretion of the staff if unforeseen circumstances arise that conflict with the mission of the CTPA or Southeastern Louisiana University. A refund of the deposit will be processed within thirty (30) days of the termination minus any costs incurred by the CTPA as a result of the planned utilization or termination process.

Behavioral Courtesy:

All Licensees and their staff are expected to behave towards the audience, CTPA staff, and each other in a respectful, considerate and civil manner. Vulgarity, profane language and hostility will not be tolerated. The licensee, its associates and any audience members not adhering to this behavior will be ejected from the facility by University police. CTPA reserves the right to terminate a performance should disrespectful behavior become paramount.

Licensee Initial _____

Rental Clause:

No event may contain material that will promote or endorse any college or university other than Southeastern Louisiana University.

Section 3: Usage Fees.

All users of CTPA facilities will be charged usage fees and labor costs according to their status as defined on page one of this policy. The corresponding priority Schedule of Fees and Charges will be provided upon request

Section 4: Indemnification.

The Licensee, at its sole expense and risk, shall defend, indemnify, and hold harmless the CTPA and Southeastern Louisiana University, its trustees, officers, employees and students against any and all claims, demands, causes of actions, damages, costs, liabilities, judgments and decrees, in law or in equity, of every kind and nature whatsoever, direct or indirect, resulting from or caused by the Licensee's use and occupation of the facilities under the management of the CTPA personnel, whether or not authorized by the Licensee, or from any act or omission of the Licensee or any of its officers, agents, employees, guests, patrons, or invitees.

Insurance:

All Licensees sponsoring an event (except those classified as University) shall procure and maintain in full force during the term of the License Agreement, bodily injury and property damage liability insurance under a standard comprehensive general liability policy, including contractual liability, which shall provide a minimum limit of \$1,000,000.00 (one million dollars US) for any one occurrence. Proof of coverage will be required before the planned event is presented.

The University shall be named as Additional Insured in all contracts of insurance pertaining to the use of CTPA facilities. A certificate of insurance must be filed with CTPA within ten (10) working days prior to the scheduled event. Absence of the certificate will mandate cancellation of the planned event and the Licensee will forfeit the previously collected deposit plus be billed for any costs incurred by the CTPA as a result of the planned utilization or cancellation.

Worker's Compensation:

Licensee, by executing a License Agreement, certifies that they are aware of the provisions of the laws of the State of Louisiana, which require every employer to be insured against liability of Workers Compensation or to undertake self-insurance in accordance with the provisions of the License Agreement. The Licensee shall present adequate evidence to the CTPA of the existence of the Worker's Compensation insurance policy or of the Licensee's ability to undertake self-insurance prior to the execution of the License Agreement.

Limits of coverage shall be \$300,000.00 (three hundred thousand dollars US) for any one person, for all of their employees, under the terms of the License Agreement.

Assignment:

The Licensee shall make no reassignment of the license agreement.

Lien:

The CTPA shall have the first lien against CTPA Box Office collected receipts and all property of the Licensee upon the premises of CTPA for all unpaid fees and reimbursable expenses for the event covered in the License Agreement.

Licensee Initial _____

Late Fees:**Balance of rental fees is due upon receipt of final billing.**

Licensee will incur a 1½% late fee for past due invoices. For every 30 days past due, 1½% will be compounded to the invoice.

Copyrights:

Licensee agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with the Licensee's activities under the License Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Licensee warrants that all programs, performances, concerts, dance reviews, etc., to be performed under this License Agreement involving works protected by statutory or common - law copyrights or other proprietary law, have been duly licensed or otherwise authorized in writing by the owners of such works or legal representatives thereof. The CTPA staff will direct the Licensee to organizations such as The American Society of Composers, Authors and Publishers and Broadcast Music, Inc to obtain proper permission. Written copies of such must be provided no less than 10 days prior to performance. Licensee further agrees to indemnify and hold harmless Southeastern Louisiana University, its agents and employees from any and all claims, fees and expenses or costs including legal fees asserted or incurred with regard to such warranty. Licensing information for ASCAP can be found at www.ascap.com. Inquiries regarding licensing with BMI can be e-mailed to licensing@bmi.com.

Taxes:

Licensee is responsible for any self incurred taxes (sales, income, unemployment compensation), which may be levied by the State of Louisiana, the United States of America, or any local governmental agency.

Damage Payments:

Licensee will be held liable for any loss or damage to the particular facilities used, real or personal (including but without limitation to loss or damage caused by theft or by negligently caused fire or flood), done, caused, or permitted by the Licensee, its officers, agents, employees, guests, patrons, and invitees, or to equipment belonging to CTPA, to equipment belonging to professional talent hosted by the Licensee, or equipment rented or leased by CTPA on behalf of the Licensee, excluding normal wear and tear. All damage costs will be added to the final statement.

Section 5: General Conditions.***Non-Exclusive Use:***

Licensee acknowledges that the CTPA auxiliary spaces of business and performance may be open to the CTPA staff and to the general public while the building is open. Licensee further understands that the use of these auxiliary spaces by the CTPA staff and the general public may take place before, during or after their scheduled event(s). If the Licensee requests the auxiliary spaces may be included in the License Agreement and subject to the Schedule of Fees and Charges. The use of the CTPA business and production offices will not be included in a license agreement.

Date Holds:

No blind dates will be held. All license requests must include the name and description of the event to be presented. Final date confirmation and license will be withheld until the Licensee has provided CTPA staff with one or more of the following appropriate documents: Promotional packet, production script, musical program selection list, signed contract or letter of intent, sans financial information, of the act to be presented and the technical rider for same.

Licensee Initial _____

Artist Contract:

A copy of any and all of the contracts the Licensee has entered into with guest artist's appearing in the production must be provided to the CTPA staff before the final agreement is approved to ensure that the requirements are not contrary to CTPA and University policies. The copy of the guest artist's contract must include any technical or hospitality riders. Licensee may excise, delete, or strike out any portion of the contract dealing with artist's fees or other costs that are confidential between the Licensee and artist.

License Program Periods:

The assigned performance fee provides non-exclusive use of the designated areas of the facility for a block of time up to eight (8) hours on the performance day, with one performance. However, when there is a change in audience, and the event is repeated, it will be assumed to be an additional same day performance and will be billed accordingly.

An additional performance on the same day will be allowed a four (4) hour block. All same day performances must be within the maximum allowed block of 12 hours.

Staffing:

Section 7 of this document will state the additional staff required for the Licensee's production in CTPA facilities. Staff requirements will be determined by the analysis of the event with the Licensee and CTPA staff. The estimate of charges and final billing will be calculated according to the assigned Schedule of Fees and Charges.

Security:

The security of the interior of the CTPA is provided by the Southeastern Louisiana University Police Department. The CTPA requires armed, uniformed officers be present at all events that have an audience. In some cases, the CTPA will also require a pre-determined number of backstage personnel to serve as in-house security for the protection of the performers and facility during all facility usage. Subject to discretion of CTPA.

Final determination for the security needs of all productions will be made between the CTPA and the appropriate policing organization. The Licensee is not allowed to hire any outside security agency without CTPA approval. Special security requests must be submitted with the initial usage request and finalized before the signing of the license agreement, no less than six (6) weeks prior to the first performance.

Concessions:

Please see attached amendment to the policy in effect as of October 1, 2006.

Food and Beverage:

Food and beverage service is under the direction of the CTPA Staff. Food and beverage are prohibited in the audience seating area at all times. Receptions and/or dinners must be scheduled during the initial meetings with the CTPA staff. Food service can be provided under the following conditions:

1. Food and beverage consumed on stage as required by a script.
2. For an approved reception/ dinner in a designated space in CTPA facilities.
3. In lobby areas only when dispensed from CTPA operated or approved refreshment areas.

Licensee Initial _____

Displays:

Displays may be located in the lobbies only with the advance approval of the CTPA staff for content and location. Displays may not be fastened to any part of the facility without prior approval. All display equipment is the responsibility of the Licensee. Displays may be limited by the CTPA staff and must be located to avoid interfering with audience movement or covering existing CTPA signage or other approved posters. Any unauthorized material will be removed.

Promotional Materials:

The promotion of the Licensee's event is the sole responsibility of the Licensee. The CTPA staff must review all the Licensee's promotional material. It is understood that during the period after the opening of the exterior lobby doors of the CTPA facility, only the CTPA and the Licensee have the right to distribute material within the building and in and around its entrances.

CTPA reserves the right to display and or distribute promotional material concerning upcoming CTPA programming and Southeastern Louisiana University events. Any material other than here noted must be related to the event in progress or a future licensed event of the Licensee in the CTPA facility and must be approved in advance by the CTPA staff.

Event Advertising:

The name of the Licensee must be included in all advertising copy in a manner that makes it clear that the CTPA is not the presenter. The name of the Licensee must precede the name of the Star/ Attraction. The CTPA retains the right to approve Advertising copy and the use of the name "Columbia Theatre for the Performing Arts". All questions and approvals on advertising must be made to the CTPA Marketing Director.

Cameras and Recording Devices:

Contractual agreements with the artist(s) and as a courtesy to other members of the audience, photographic and recording equipment will not be permitted in the auditorium during the performance. Exceptions may be made for Licensee requests, news media or other production media when advance arrangements are made with CTPA management and are approved by the artist(s) and artist(s) management. The CTPA staff reserves the right to confiscate equipment for the duration of the performance or evict violators when this rule is violated.

Archival Recording Agreement

Recording of any type for archival use only will command a fee of \$250. This does include photography. If the recording is publicly broadcast or transmitted, or copies of the recording sold or distributed in any manner or format, the client will be liable for the sum of \$1000. It is the responsibility of the licensee to inform CTPA of such recordings and make technical arrangements no less than two weeks prior to usage.

Objectionable Patrons:

The CTPA staff reserves the right to eject, or cause to be ejected, from the premises any objectionable person or persons. The CTPA staff will not be liable to the Licensee for any damages that might be incurred through the enforcement of this right.

Children (Infants):

The CTPA staff believes in introducing young people to live performance at an early and appropriate age. However infants and toddlers are strongly discouraged . CTPA may post the following policy in the lobby:

Columbia strongly discourages attendance of infants and toddlers. All children will require a ticket. We ask that you kindly consider others when deciding to bring small children to the theatre. Children who cause disruptions and are unable to sit quietly will be asked to leave the theatre.

Licensee Initial _____

Emergency Medical Treatment:

The CTPA reserves the right to determine if Paramedics/ Emergency Medical Personnel need to be on site for a licensed event. If Paramedics are deemed necessary to be present, the Licensee is to assume all expenses. If during the event a medical emergency occurs all personal expenses incurred from emergency services rendered will be the responsibility of the person treated.

Fire:

CTPA reserves the right to determine whether or not officers from the Hammond Fire Department or State of Louisiana Fire Marshals office need to be present. If they are deemed necessary, the expense incurred will be the responsibility of the Licensee.

Smoking:

CTPA is a smoke-free facility. Smoking is permitted outside the building but in areas designated. Presenters will be responsible for the adherence to smoking regulations for all performers, technicians, management personnel, and others who take part in the production of an event. This policy will be enforced through a warning followed by a \$25.00 (twenty-five dollar) fine charged to the final bill for each occurrence.

Obstruction of Egress:

No portion of the sidewalks, entries, passages, vestibules, halls, stairways or elevators shall be obstructed by the Licensee, nor are these areas permitted to be used for any purpose other than entry and exit to and from the building. Exit lights, emergency lights, houselights, work lights, aisle lights, stairway and hallway security lights, or any other lights necessary for the safe occupancy of the building shall not be obstructed in any way.

Traffic and Parking:

It is understood and agreed that the Licensee, its agents, employees, guests and patrons will be subject to all City of Hammond traffic and parking regulations currently existing. Parking in the stage loading area is strictly regulated and limited to vehicles required for the loading and unloading of material required for the event. The CTPA staff must authorize parking in the stage loading area. The Licensee is required to coordinate all requests for tour buses with the CTPA staff.

Animals:

Except for seeing-eye dogs and animals required and pre-approved by CTPA as part of a performance, animals are not allowed in CTPA facilities. CTPA staff must be notified in advance if the production requires the use of animals so that the necessary precautions may be observed.

Lost and Found:

Found articles are retained by and may be claimed from the CTPA office.

Section 6: Box Office.

All rental events must use the CTPA Box Office as their exclusive ticket outlet. The only exception for this rule will apply to dance recitals.

Box Office Hours:

The Box Office at the CTPA will be open on a regular predetermined schedule, excluding university holidays, unless emergency circumstances arise. The CTPA Box Office will open one hour prior to the performance until one-half (1 / 2) hour past starting time. Any additional Box Office hours required by the Licensee will be included on the final statement at a rate of \$25.00 per hour. Hours subject to change due to staff availability.

Licensee Initial _____

“On Sale” Date

Ticket sales for, or an announcement of, an event is strictly prohibited until the Facility License Agreement is signed and the required deposit is received by the CTPA. The CTPA Staff, who may modify or change “On Sale” date requests based on the CTPA’s plans and assessment of Box Office capability, must approve “On Sale” dates. "On Sale" date requests must accompany the initial usage request. The initial usage date hold will not be approved without consideration and approval of the “On Sale” date. The "On Sale" date must be approved a minimum of fifteen (15) days before advertising begins.

Ticket Stock

The CTPA will provide the ticket stock, which will be numbered sequentially. Licensee is responsible for the cost of ticket stock and any additional surcharges. A \$1.00 processing fee will be added to the price of each ticket sold. CTPA retains this fee for operation and maintenance of the theatre.

Cancellation

Should the licensee require a cancellation or any circumstance, which would necessitate refunding of ticket income the CTPA and Southeastern will administer the refund from the ticket sale funds. The cost of making such refunds will be charged to the Licensee at a rate of five percent (5%) of gross ticket sales. All remaining ticket sale funds will be released to the Licensee within a reasonable amount of time determined by the University schedule.

Should CTPA require a cancellation all refunds will be delivered to ticket holders in full. Staffing and ticket stock costs will be absorbed by CTPA.

Cancellation would be required by the CTPA in the case of sales insufficient of estimated balance due. Licensee may elect to continue with the event by covering the estimated balance with a certified check three (3) business days prior to the event.

Box Office Promotion

In all promotional material the CTPA Box Office will be named as the sole ticket outlet along with the phone number.

Access to Sales

Access to the CTPA Box Office is strictly limited to CTPA personnel. The Licensee, its agents or employees are not permitted entry into the Box Office workspace. All communications between the Box Office and the Licensee will take place external to the Box Office workspace in an office or facility location directed by the CTPA staff. Licensee may request one Performance Sale Report/ Ticket Wrap at the end of each business day. Arrangements for this service must be made with the CTPA staff in advance and one of only two authorized Licensee representatives may obtain this information.

On all ticketed programs, Licensee will make available free of charge to the CTPA Staff up to twelve (12) tickets of the CTPA's choice for each event. They may be used at the discretion of the CTPA on a complimentary basis. CTPA will request these no less than seven (7) days prior to performance.

House policy requires that all persons entering the theatre for a ticketed event, regardless of age, must have a valid ticket. Each patron must sit in the assigned seat, one patron per seat, regardless of age.

The CTPA Box Office will accept the following forms of payment. Cash, Check, MasterCard, VISA and Discover. LICENSEE shall be responsible for the credit-worthiness of its patrons, including but not limited to dishonored checks and unauthorized credit card charges. LICENSEE shall reimburse Southeastern Louisiana University for returned checks and reversed credit card charges. The University shall provide such returned checks or reversed credit card charges to LICENSEE at the time it is received. LICENSEE shall reimburse the University within ten (10) business days.

Licensee Initial _____

Section 7: Columbia Theatre Production Requirements.

The Columbia Theatre for the Performing Arts is owned and operated by Southeastern Louisiana University. All productions must comply with the rules and regulations established by the University.

All events must have the appropriate design documents, production scripts and playback media needed to realize the concepts and intent of the production in a professional manner. The CTPA technical staff will use the provided information to fulfill the vision of the event.

Before the License agreement is signed, all staging requirements must be presented to the CTPA technical Staff for review. After this review the labor and equipment needs will be determined and an estimate of the charges will be formulated according to the appropriate Schedule of Fees and Charges. CTPA reserves the right to use the "house" equipment and provide CTPA approved stage personnel. The Associate Director of Operations and Production must approve any "outside" equipment and any labor hired by the Licensee or volunteer involved with backstage work.

Included in all License Agreements are the "B" versions of the following:

LIGHTING: Lighting will be billed under one of the following categories.

A = Advanced: The CTPA Lighting Plot, designed and operated by the CTPA staff consisting of multiple color washes and specials using the full capabilities of the CTPA lighting system inventory. Specific plot details and restrictions will be finalized with the CTPA technical staff and the Licensee.

B = Basic: A no color full stage wash that provides general illumination, with three (3) specials.

C = Custom: A lighting plot designed by an approved Lighting Designer. The CTPA technical staff will provide the necessary documents to receive back the Custom Lighting Plot that must include: the drawn plot, the instrument chart, the channel hook-up and the color chart. The rental cost rental of all lighting equipment shown on the plot not in the CTPA inventory will be the responsibility of the Licensee. The CTPA staff may require additional operators when moving light fixtures are included in a Custom Plot.

SOUND: Sound will be billed according to the following categories.

A = Advanced: The Basic CTPA Sound System package plus any additional equipment from the CTPA sound system inventory.

B = Basic: The CTPA Front of House Sound System with two (2) stage monitor wedges controlled by the House Board from the House Mix position. Three (3) Beta 87 microphones with stand and cable. One (1) Shure UC wireless handheld or lavalier microphone.

C = Custom: Rental equipment not within the CTPA inventory.

Counterweight rigging system:

The Licensee shall have the use of the counterweight rigging system as follows:

1. Use of all standard masking drapes.
2. Use of all battens not dedicated to permanent CTPA use.
3. CTPA personnel will be required to operate the system. The CTPA staff must approve all advanced usage of the counterweight rigging system.

Technical Lock Out:

After the last dress rehearsal all technical aspects of the event will be "LOCKED OUT". No changes will be allowed.

Licensee Initial _____

Scenic Elements:

A ground plan will be required of all theatrical events. A standard CTPA ground plan will be provided. The ground plan must show suggested masking and all scenic elements such as backdrops and furniture and their placement on the stage deck or suggested pipe number if flown from the counter-weight rigging system. Scenic elements must be completely finished before they will be allowed to enter the CTPA. This includes, but is not limited to: a) The building of scenery, displays, or exhibits which involve the use of any equipment or tools which discharge dust, chips or particles into the air. b) The painting or staining of any object using any method of applying paint. C) The use of glue to apply trim. The use of glitter on any object is **strictly prohibited**. This includes scenic units, signs, costumes, body glitter, loose glitter to be thrown, etc. The CTPA staff must approve the use of "snow" effects. An additional cleanup fee may be assessed. Violation of this guideline will result in a fine between \$100.00 and \$500.00.

All scenic elements including props must be properly flame proofed before they are allowed on stage. The CTPA staff will require verification of all questionable items.

Stage Plots

All music events must provide a stage plot showing risers, music stands, chairs, monitors and any other element required to stage the event. A standard CTPA ground plan will be provided.

Special Effects:

All special effects must be approved before the signing of the License Agreement.

Stage Management:

The CTPA requires a Stage Manager with a production script to be assigned to every event. The Stage Manager must be thoroughly familiar with the production and will be responsible for the coordination of the specific technical needs of the event between the Licensee of the event and the CTPA technical staff. The Stage Manager is to be identified during the production-planning meeting. If the Licensee has not provided the name of a Stage Manager prior to the signing of the license agreement, CTPA will hire, at the Licensee's expense, a Stage Manager for the duration of the Licensee's working relationship with the CTPA. This additional expense shall appear on the final settlement. The stage manager, with the help of the CTPA staff, is responsible for maintaining the agreed upon scheduling and the efficient running of all rehearsals and performances. Additional duties include, but are not limited to, dressing room assignments.

Safety:

All University, Federal, State, local and USITT (United States Institute of Theatre Technology) safety regulations will be enforced by the CTPA. These regulations include but are not limited to overhead rigging, sound and lighting equipment, flame proofing of scenic elements, pyrotechnic and other special effects. The licensee is expected to abide.

Sound Pressure Level Policy:

CTPA requires an established time, preferably one hour before the House opens, to set sound levels to the agreed upon peak dB level set forth in the agreement between the Licensee and the CTPA before the audience is allowed to enter. The CTPA maximum Sound Pressure Level of 100dB will be agreed upon before a License is issued. CTPA reserves the right to measure the sound levels and require that they conform to the set limits. Conversely if the sound levels are measured to be too low for the audience to hear the stage activity the Licensee will be required by the CTPA to increase the sound levels.

Licensee Initial _____

Loading in and out:

All scenery, displays, exhibits, costumes, or other material shall be brought into and taken out of the Facility only at entrances designated by the CTPA staff. Designated Stage loading areas are available at the CTPA facility. Vehicles carrying equipment or material to be used in the presentation of their event must be loaded and unloaded in the loading dock area and use the main loading door or "stage door" entrance, but will not be permitted to remain in the loading dock area after loading and unloading is completed. Only under special circumstances and with permission will any vehicle be allowed to remain in the loading dock area. The Licensee is responsible for the delivery and removal all items brought to the facility. CTPA technical staff is not allowed to leave the facility to load or unload materials owned, rented or borrowed by the Licensee.

Stage Entrances:

All performers, technicians, and other personnel involved with the Licensee's event are to use a designated "stage door". Final designation of this entrance will be determined in advance of the first rehearsal. For security and safety reasons, it is prohibited to prop open any outer Lobby or Exit door in any area of the facility.

Storage of Materials:

Following completion of the final event, all scenery, special staging, costumes and other property or equipment brought into the CTPA facilities must be removed immediately. Under special arrangement an additional amount of time may be allowed. If no arrangement has been made all remaining items will be disposed of at the discretion of the CTPA staff. Labor and equipment required to dispose of the remaining items will be billed to the Licensee. The final settlement for the event will not be made until after these charges have been determined.

Backstage Guests:

Guests are not permitted backstage before or during a performance, or during intermission, unless arrangements have been made in advance. Guests may be admitted backstage after the performance in accordance with the wishes of the artist(s) and/or company manager or Licensee, in coordination with the CTPA staff. At no time are guests permitted to walk across the stage and/or peek through, open or go around the Grand Drape. Backstage access is a privilege that must be arranged in advance with the CTPA staff. At any time backstage access may be revoked. Backstage passes are required and must be worn at all times and/or a list of names of individuals with backstage privileges must be provided to security prior to event.

Audience Seating Areas:

When it is necessary a director, designer, or stage manager may view a rehearsal or setup from the audience area. Use of the seating area is restricted to production personnel. When the seating areas are used for production the Licensee will be responsible for the cleanup of the areas used. Should the production area be left in a condition requiring maintenance and cleanup prior to the performance, the Licensee will be charged for those services. The audience seating areas are not to be used for the storage of coats, personal belongings, musical instrument cases, or other paraphernalia associated with the performance production of an event.

Food and Drink in the Production Areas:

Food and drink are prohibited from all stage and backstage areas and in the audience seating area, at all times. Food and drink are allowed, with permission in the Conference Center only. Only bottled water will be permitted in the dressing rooms. In the case of flagrant disregard of this policy a fine of \$25.00 per collected item of food or drink found in the restricted areas will be added to the final settlement.

Roaming the facility:

During rehearsal, setup, and strike periods, the Licensee's personnel shall restrict their activities to the stage, backstage, and designated production areas.

Licensee Initial _____

Radio, Television and Film:

Licensee must submit a separate request to the CTPA staff for each incidence of video/ audio recording of any category that has been planned for the production. (see Recording Agreement)

Section 8: Usher Corps

The CTPA Usher Corps is a volunteer organization that has been created to serve the Columbia/ Fanfare events that are presented by the CTPA. Although some volunteers may avail themselves to rental events, no guarantee exists.

All rental events must provide a minimum of six volunteer ushers who will agree to a training session prior to the event and also agree to be present for the entire running time of the event. The CTPA will provide a House Manager to instruct and supervise the volunteers. The exact number of ushers will be determined in the preproduction meeting.

Acting House Manager:

The CTPA Acting House Manager is present when the Theatre is open to the public. This person is in charge of the facility and the event in residence. The Acting House Manager has final authority on all facility & event related issues. All theatre staff will report to this person. The authority of the Acting House Manager is absolute with regards to times of opening the Main Lobby doors; opening the House, start of the program, length of intermission, safety of staff and audience and protection of the facility. The Acting House Manager shall additionally direct personnel supplied by the Licensee. The CTPA Acting House Manager will be on duty 75 minutes before the announced curtain time, throughout the performance and until the building has been secured following departure of the audience. The Columbia Acting House Manager will assign duties to and dismiss ushers as needed. The Licensee must supply a management representative in the lobby at all times.

The Columbia Acting House Manager will assign duties to and dismiss ushers as needed.

Opening and Capacity:

It is customary to open the outer doors to the lobby one (1) hour prior to the event and the Performance Hall doors for patron seating thirty (30) minutes prior to an event. Any variance requested by the Licensee must be arranged with the CTPA staff in advance.

Larger numbers of persons than can safely and freely move about in the authorized areas shall not be admitted to the facilities. Determination of these capacities will be the decision of the CTPA staff, the Fire Marshal and the appropriate Policing Agency. Under no circumstances will "Standing Room Only" be permitted in the CTPA facilities.

Late Seating:

For the consideration of our patrons, anyone arriving while a performance is in progress will be seated only at times designated by the CTPA staff after consultation with the artist/ Licensee.

Late arrivers are not guaranteed their assigned seat once a performance has started. CTPA ushers will attempt to accommodate all late patrons without disrupting the audience or performance.

Licensee Initial _____

Please note the following policy changes which will apply to all Columbia rentals which take place after October 1st 2006.

- 1. No food or drink will be allowed anywhere in the facility with the exception of bottled water. The performance hall, as always, will not allow any food or drink of any kind including water. *Exceptions will be made for the Conference Center and lobbies only when they are formally booked for receptions.**
- 2. Breaks of 15 minutes minimum for cast and crew will be mandatory after 2 ½ hours of rehearsal.**
- 3. Parents are not permitted to remain at the rehearsal unless they are an official worker for the event.**
- 4. Rehearsals are not permitted during regular business hours. Columbia Theatre business hours are 8:00 am until 5:00 pm, Monday through Friday.**
- 5. Official workers for any production must be identified by wearing company T-shirts or wrist bands.**
- 6. Security Officers from Southeastern's University Police Department will provide all security for the event and all rehearsals. The number of officers will be determined by Columbia Staff based on previous experience and/or the nature of the event. Costs for security will be transferred to the client's final bill.**
- 7. Video recording of any kind during rehearsal or performance for any purpose will command a fee based on the intended use of the recording.**
- 8. Concessions of any kind may not be sold/distributed during the event at Columbia. This includes, but is not limited to, flowers, balloons, snacks, drinks, and videos. Paper programs may be distributed to patrons entering the performance hall, but only free of charge.**
- 9. Load in and load out of all property, costumes, etc. may only take place during the specified times. Property left behind after the day of performance will not be the responsibility of Southeastern unless the client is paying to use the space the following day. Charges may be incurred if property is left behind and, if not retrieved upon request, it will be disposed of.**
- 10. Should any of these guidelines directly conflict with those of an existing Columbia policy, the one in this document will prevail.**
- 11. If any of these guidelines is violated, the renter may be placed on probation or become ineligible for using Columbia Theatre or any other Southeastern venue for an indefinite period of time. This will be determined by Columbia staff based on the extent of the violation(s).**
- 12. Violation of these and any other stated policy guidelines will result in the client being ineligible to use Columbia Theatre or any other Southeastern facility for an indefinite period of time.**

We appreciate your cooperation in our endeavor to maintain the quality of our facility and its programming. By utilizing Columbia, you are making a statement about the standards you hold.

Licensee Initial _____

Section 9: Agreement.

These policies and procedures are to be considered an integral part of the License Agreement. Licensee hereby acknowledges receipt of these policies and procedures and agrees to abide by the requirements and procedures contained herein.

Signature of Licensee

Title

Date

Columbia Theatre for the Performing Arts:

Signature of CTPA Representative

Date

CTPA Usage Policy: 10/2006