

6.8 -- VAN BUREN SCHOOL DISTRICT FINE ARTS CENTER OPERATING MANUAL

The Van Buren School District Fine Arts Center (hereinafter referred to as “VBSDFAC”) is operated by the Van Buren School District for the primary purpose of serving the educational needs of the students within the district. When the VBSDFAC is not being used for district 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 and pursuant to a fully executed *Facility Use Contract*. Facility Use Contracts are not fully executed until approved by the VBSDFAC management.

The mission of the Van Buren School District Fine Arts Center is to promote arts education for the students of the Van Buren School District by providing a safe, technically proficient venue. It shall also serve as a resource for the community at large and contribute to the cultural vitality of the city of Van Buren and its surrounding areas.

The material contained within this manual is deemed to be an adjunct and integral part of all Facility Use Contracts. The management of the VBSDFAC may, by specific exception or amendment to the main body of a Facility Use Contract, alter sections of this policy to better suit the needs of specific events. However, in the absence of written changes, all policies set forth in this manual shall be in full force and effect and stated herein.

SCHEDULING, REQUIREMENTS, AND RATES

Hours. The VBSDFAC offices will be open Monday through Friday from 8 a.m. until 4:00 p.m., excluding government holidays.

Master Calendar. The VBSDFAC Director will maintain a current school term master calendar, from July 1 through June 30, and will accept reservations in the following priority: 1) school district events, 2) non-profit educational events, 3) commercial events, and 4) non-profit, non-educational events. Reservations will be made on a “first come, first served” basis with the VBSDFAC management retaining the right to make changes when necessary. Unless otherwise specified in writing, the VBSDFAC management 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.

Events will be scheduled and reserved on a tentative basis until such time as there is a second request for use of the same space at the same point in time, at which time the individual or organization first requesting such date will be asked to sign the Facilities Use Contract and make a deposit as stated in the rates schedule.

Requests. Please use the *Facility Request Form* to request a reservation. These forms are available online and are also available at the VBSDFAC office of the Executive Director. This form should be submitted to the VBSDFAC office upon completion. A

copy of the request, whether accepted or rejected will be returned to the listed contact person. Accepted requests from individuals and organization outside the school district will be required, in addition, to complete a *Facility Use Contract*.

Rates. Rates can be found on the current VBPDFAC Rate sheet. School District activities are not charged for the use of the VBPDFAC, but all other individuals and organizations will be charged a basic rental fee and any supplementary fees based on the event's requirements. A deposit of fifty percent (50%) of rental cost must be submitted at the time the Facility Use Contract is signed, a minimum of ten (10) days prior to the event. This deposit is not refundable unless the agreement for use of the facility is canceled in writing at least ten (10) days prior to the event. If an event is canceled less than ten (10) days prior to the event, the deposit, minus a ten percent (10%) administrative fee, will be returned to the lessee. Payment in full of all known charges is due on the first day of the event. Additional charges that may develop because of changes in equipment, personnel, or facility use will be billed to the lessee and due within seven (7) days of receipt of invoice.

Insurance. All individuals and organizations, except those of the Van Buren School District, will be required to have a Certificate of Insurance for at least \$1 million with the Van Buren Public Schools listed as "additional insured" on file with the VBPDFAC office at least three (3) days prior to the event.

Licenses. All individuals and organizations shall obtain all permits and licenses required by the laws, ordinances, rules, and including licenses to perform all copyrighted material. The VBPDFAC Director shall, either prior or subsequent to a performance, have 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 Van Buren Public Schools an 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 Arkansas, all ordinances of the City of Van Buren and all rules and regulations established by any authorized officer or department of the City of Van Buren. Such individuals or organization will not suffer to be done anything on such premises in violation of any such laws, ordinances, rules, or regulations.

Refusal to Rent. The VBPDFAC Director shall refuse to rent such facility for any event, activity or performance if the Director 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.

CURTAIN TIME, SEATING, AND EJECTION

Curtain Time and Latecomers. Lessee agrees to make every effort to begin all events at or within five (5) minutes after the announced starting time. The VBSDFAC Director 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 great majority of patrons to be seated. In the absence of other specific instructions from the lessee involved, VBHSFAC management reserves the right to deny admission to latecomers until the first logical break in the performance at which time such latecomers may, at the discretion of 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.

Operating Hours. Lessees agree to allow the VBSDFAC management to open the lobby areas of the theatre to be used at least ninety (90) minutes before the start of the event and to permit patrons to be seated at least thirty (30) minutes prior to the advertised beginning time for such event. At such time as patrons are allowed into the seating area, all technical preparations, lighting and sound checks, rehearsals and other activities shall have been completed on the stage and in the seating area.

Objectionable Persons. The VBSDFAC Director reserves the right to eject or cause to be ejected from the premises of the VBSDFAC any objectionable person or persons; provided, however, that neither the City of Van Buren nor any of its officers, agents, or employees shall be liable to any lessee for any damages that may be sustained by such lessee subsequent to the exercise of such right by the VBSDFAC Director or a designated representative. The term "objectionable persons" shall include those persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of VBSDFAC policy, city, state or federal law, make the normal and proper conducting business or an event or the enjoyment by others of such event difficult or impossible.

A lessee will be required to supply a sufficient number of adult supervisors to monitor behavior of participants in backstage areas and the lessee will assume full responsibility for actions of their personnel involved in events.

Visitors are not allowed backstage, in the dressing rooms, or in the make-up room 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 the damaged items and will be billed for the cost to replace.

Forbidden Actions and Substances. A lessee will not do or permit to be done anything in or upon any portion of the premises of the VBSDFAC or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the VBSDFAC or any part thereof, or in any way increase any rate of insurance upon the VBSDFAC or on property kept therein. Nor shall a lessee, without prior written consent from the VBSDFAC Director or a designated representative, store or operate any engine or motor or machinery in the premises of the VBSDFAC or use

oils, burning fluids, camphene. Kerosene, naphtha or gasoline for either mechanical or any other purposes.

Smoking Prohibited. The possession of lighted tobacco is prohibited in all areas of the VBHSFAC including but not limited to the seating area of theatres, lobbies, vestibules, restrooms, elevators, stairways, stages and other performance areas, green room, backstage hallways, dressing rooms and other areas.

Each lessee shall be responsible for enforcing smoking regulations during such time as such lessee is utilizing the VBSDFAC 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 the termination of such contract in which case all advance deposits previously paid shall be presumed to be damages sustained by Van Buren Public Schools and such deposits shall become the property of Van Buren Public Schools 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 VBSDFAC.

Lessees are urged to make this policy known to their ticket buyers, performance personnel, stage technicians and others in their employ. 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.

STAGE EQUIPMENT AND PERSONNEL

Stage Equipment. The VBSDFAC will make every effort to keep its equipment available and in good working order. However, if equipment is out of service for any reason, the VBSDFAC will not be responsible for providing replacement equipment. Any malfunction of equipment provided by the VBSDFAC should be reported immediately to the VBSDFAC Director. The VBSDFAC at its sole discretion, reserves the right to make its equipment unavailable to lessee in the event such lessee's planned use is deemed potentially dangerous to such lessee or to such equipment. Lessees shall not do or permit to be done in or on the premises of the VBSDFAC anything that may tend to injure, mar, or in any manner deface such facility or its premises. This includes, but is not limited to, driving or installing any nails, hooks, tacks, or screws into any part of the VBSDFAC building. Further, lessee shall not make or allow to be made lacerations of any kind to such facility or any equipment belonging to such facility, especially dismantling protection devices from such equipment.

Stage Technicians. After examining an event's requirements, the VBSDFAC Director will determine the minimum number of personnel required to run the event. Only certified district technicians will be permitted to operate stage equipment and the lessee will be required to hire the required technicians.

House Manager and Ushers. The lessee will be required to supply sufficient personnel to house manage and usher patrons for each event performance, as long as the personnel

are competent, capable of performing such functions to the satisfaction of the VBSEDFAC Director; otherwise, the lessee will be required to hire from the VBSEDFAC, capable personnel to perform these functions.

Security. The VBSEDFAC Director or a designated representative will be present at all times the building is open or occupied. If properties of exceptional value are to be left in the facility, prior notification should be made to the VBSEDFAC Director. The lessee will be responsible for all personal belongings onstage and in the backstage area during rehearsals and performances.

Strike will occur immediately following the final performance, so it is the responsibility of the lessee to remove all equipment and properties immediately after the final performance.

NOVELTY SALES, TICKETS, AND PROGRAMS

Tickets. The VBSEDFAC will operate a ticket office within the VBSEDFAC facility, which will maintain regular business hours, Monday through Friday. The VBSEDFAC Box Office, regardless of the day, will open one (1) hour prior to the announced curtain time for all performances for which tickets are being sold.

The VBSEDFAC Box Office will not accept checks or credit cards in payment for ticket unless the lessee involved signs an authorization form making such lessee liable for any charges incurred by the VBSEDFAC in the attempt to collect payment for returned checks or charges. In the event a lessee elects not to sign such form, such lessee must inform its potential patrons of this election in any advertising for such event.

Lessees who elect or are requested by VBSEDFAC management to have their own ticket office personnel work in the Box Office at the time of their events, shall have such personnel present in the Box Office at the time of its opening (1 hour before the announced curtain time) prior to such lessee's event.

The VBSEDFAC 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 VBSEDFAC Box Office shall be held, on behalf of the Van Buren Public Schools until the time of settlement set forth in the Facilities Use Contract. Lessees shall, upon request, furnish to the VBSEDFAC 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.

Management of the VBSEDFAC reserves for its exclusive use five to ten (5-10) seats for each performance held in the main theatre and the black box theatre. Such tickets shall be distributed at the sole discretion of the VBSEDFAC management. There will be no charge to the VBSEDFAC for the use of such seats insofar as such seats are to be deemed a part of the base rental fee.

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

Americans with Disabilities Act. It is the intent of the VBPDFAC 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 VBPDFAC Box Office at least seven (7) days prior to the performance. The lessee will be notified to provide the interpreter or program.

Novelty Sales. If a lessee has items that it wishes to sell or rent or authorize to have sold or rented on its behalf or during its event, such items to include but not limited to souvenir programs, books, photographs, CDs, audio or video tapes, records, posters, opera glasses, T-shirts, or other souvenir items, and such items are directly related to an event or events for which a Facilities Use Contract has been granted, such lessee shall obtain permission from VBPDFAC management to vend or have vended such items and such items shall be vended only within such locations as specified by the management. The granting of a contract is not to be deemed the granting of permission to vend or have vended such items. 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 VBPDFAC.

Each approved vendor agrees to pay the Van Buren School District, in return for the granting of such permission, a commission to be negotiated by the VBPDFAC Director between five and ten percent (5-10%) to be calculated on the total net sales for each sales period in the VBPDFAC 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 VBPDFAC Director in advance of such event.

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

The VBPDFAC 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 VBPDFAC, its employees, or patrons.

Concessions. The VBPDFAC retains the exclusive rights to sell concession items, before, during intermissions or after any events occurring in the VBPDFAC.

GENERAL POLICIES

Artistic Freedom. No attempt shall be made on the part of the VBSDFAC management or the Van Buren School District to impose prior censorship or review of the material to be presented during an event. Any lessees and patrons, however, will be responsible for compliance with all local, state, and federal laws, in addition to the ordinances, policies, and regulations of Van Buren School District. Further, no performance, exhibition, or entertainment shall be given or held in the VBSDFAC which is illegal, indecent, obscene, immoral, or for any reason which, in sole opinion of the VBSDFAC 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 VBSDFAC management, the management reserves the right to stop the event at any time. If the VBSDFAC management exercises this right, all rental and other fees due to the VBSDFAC will remain the property of VBSDFAC any unpaid charges shall be considered payable to VBSDFAC.

If an event performance is deemed unsuitable for some audiences, prior notification to the VBSDFAC Director is necessary, and it must be advertised as such during ticket sales and with notices posted in the lobby. Ultimately, the responsibility rests with parents and guardians to choose performances which are appropriate for their own children.

Electronic Devices. Ringing cellular phones and paging devices interrupt the performance and will not be tolerated. Patrons are reminded that cell phones should be turned off upon entry in the VBSDFAC and pagers should be set to vibrate.

Flames. Open flames or any pyrotechnics in any area of the building are strictly prohibited regardless of how such flames are fueled, unless approved in advance and in writing by the City of Van Buren Fire Department. Proof of this permission must be submitted with the Lease Agreement.

Invitational Dress Rehearsals. As a general rule, the VBSDFAC 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 VBSDFAC Director.

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

Lost Articles. The VBSDFAC Director or a designated representative shall have the sole right to collect and have custody of articles left in the VBSDFAC by persons attending events presented in the VBSDFAC. VBSDFAC management will make every effort to reunite such articles with their owners; provided, however that the VBSDFAC 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 Van Buren School District to do with or dispose of as its representatives shall deem fit.

Public Announcements. VBPDFAC reserves the right to make public announcements during intermissions and other times as will not unreasonably interfere with the lessee's performance. Said public announcements may relate briefly to future attractions at the VBPDFAC 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 VBPDFAC Director.

Weapons. The performance use of weapons including, but not limited to pistols, rifles, shotguns, knives, swords must be approved by the VBPDFAC Director 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' use in the VBPDFAC.

Upon prior notification of the date and time, the director of the show will bring the weapon to the VBPDFAC Director to be kept in a locked, secure cabinet throughout the run of the show. During the show itself, the Director of the VBPDFAC will hand the weapon to the performer, as s/he is ready to step onstage and will collect the weapon as the performer steps offstage. The weapon will then be returned to the locked, secure cabinet until it will be removed by the director of the show after the final performance. The district 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.

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

Storage. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the VBPDFAC either prior to, during or subsequent to the use of the VBPDFAC by a lessee hereunder, the Van Buren School District and its officers, agents and employees shall act solely for the accommodation of such lessee and neither shall said officers or agents or employees shall be liable for any loss, damage or injury to such property.

Recording and Broadcasting. No event presented in the VBPDFAC may be broadcast, videotaped, recorded or otherwise reproduced without the prior written consent of the VBPDFAC Director.

Loading Entrances. All articles, exhibits, fixtures, materials, displays, etc., relative to an event shall be brought into or taken out of the VBSDFAC only at such entrances and exits as may be designated by the VBSDFAC Director or Technical Director. The main load-in stage entrance is the large coiling door on the southwest side of the FAC.

Utility Connections. Unless otherwise authorized in advance and in writing by the VBSDFAC Director, all plumbing, electrical or carpentry work required to be done in or on the premises of the VBSDFAC in conjunction with a lessee's use thereof, and all electrical current required shall be paid by the lessee on the basis of time and materials.

Stage Entrance. The stage door is located on the southwest end of the of the VBSDFAC. (near the stage loading door) Except as otherwise authorized in advance by the VBSDFAC Director 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 VBSDFAC.

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

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Approved by Board of Education 7/15/08