

Bartlesville Community Center

Adams Blvd. & Cherokee Ave. – PO Box 1027 – Bartlesville, OK 74003

918-337-2787

PRACTICES AND PROCEDURES FOR PERFORMANCE AUDITORIUM AND FACILITY EVENT USAGE

As of January 1, 2018

Thank you for choosing to hold your event at the Bartlesville Community Center, hereafter referred to as Center.

Please read this document and the signed contract carefully as all rules and regulations will be strictly enforced.

Acoustics Lessee must control any ambient sound which may interfere with other rentals, events, meetings or business. The amplified sound level **cannot exceed 95 decibels**. Lessee is responsible for informing their performers/technicians/DJs. The Center staff will enforce this sound level requirement and has the final authority on decisions regarding sound levels.

Alcohol At Events If alcohol (liquor, wine or beer) is to be served or sold at an event this must be noted on Lessee's contract with the Center. Lessee is required to meet all the requirements of the Oklahoma ABLE (Alcoholic Beverage Laws Enforcement) Commission. Security officer/s, depending on the size and nature of the event, is/are required (hired by the Center). Alcohol may only be distributed to invited guests who are 21 and older. If alcohol is to be sold, the Center requires a copy of the liquor license, presented 72 hours prior to the event.

Alcohol Back Stage Absolutely no alcoholic beverages are allowed in any staging area, including dressing rooms, dressing room halls or in the green room without the advance written approval of the Center. Security hired by the Center must be present any time alcohol is available. Anyone who is under the influence or suspected of being under the influence, will not be allowed to operate Center equipment and will be required to leave the area at once.

ASCAP & BMI Lessee is responsible for all fees associated with American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI).

Bottled Gas For the safety of all those using the building, bottled gas or air in pressurized tanks will be allowed inside the facility only in specified areas. The Center staff will inform Lessee of the proper location for the tanks to be stored.

Box Office Organizations using the facility for ticketed performances are required to use the Center's Box Office.

The Box Office will sell tickets during regular business hours and online, 24/7.

Reserved Seating is required in the Auditorium except for the following events: graduations, conventions, conferences or events at which attendance is limited to less than 500. The Center will strictly enforce regulations regarding chairs, open aisles, usher seating and access to exits.

Usher seats The Center provides a house manager, assistant house manager and ushers for all events. Sixteen (16) seats have been designated in the auditorium to be used by ushers. For performances in the Studio Theater and Community Hall, seats will be added to accommodate ushers.

House seats The Center reserves the right to hold a block of seats (number to be determined) for use as the Center chooses.

Handicapped Seating In compliance with the Americans with Disabilities Act (ADA) the Auditorium has seating for the physically impaired.

Handling Fee The Center charges a box office handling fee of \$4.00 per ticket. The handling fee does not apply to complimentary tickets.

Performance Content The Lessee is responsible to advertise to patrons any age restrictive or sensitive material and must notify the Box Office of such material before ticket sales commence. Lessee must also notify the Box Office if an event will have known excessive sound levels or use strobe lights, as patrons must be advised at the Box Office at the time of ticket purchase.

Event Promotion is the sole responsibility of Lessee; however, Lessee may provide Center with print ready artwork (JPEG preferred), photos and program descriptions. Center will use approved materials to co-promote ticketed events to the best of its ability, beginning one month prior to event date, via advertising on its Website, Marquee, Center flat screens, social media outlets and monthly e-blasts.

Capacity Adherence Lessee is responsible for compliance with all Federal, State and Local laws. Local Fire Code Capacity numbers are available for each room based on usage/set-up. Non-compliance of any law may result in immediate cancellation of event plus charges for any resulting fines or legal actions.

Cleaning The Center will vacuum the carpets, empty the trash containers and sweep and mop the hard surfaces in all the Rental Areas before and after Lessee's contracted rental time. If excessive cleaning is required in any rental area after an event Lessee will be charged \$25 per hour per man (2-hour minimum) for cleaning.

Stage, Stage Wings and Scene Shop floors and surfaces are the responsibility of the Lessee. Please refer to the Scene Shop Agreement for further cleaning instructions.

Kitchen The kitchen and all equipment must be clean upon the conclusion of Lessee's contracted rental time. A detailed cleaning list is posted in the kitchen. If the kitchen, equipment, dishes, etc. are not clean, the Center will clean the area, equipment, dishes, etc. and Lessee will be charged. It is the Lessee's responsibility to sign in and out with Center staff prior to moving into and vacating the kitchen.

Conduct Lessee is responsible for the conduct of all event guests, vendors, representatives, performers, volunteers and participants during the signed contract time at the Center. Lessee is responsible for making certain that all persons involved are familiar with Center policies. Lessee will be held liable and financially responsible for any damages of Center property.

Contact Person Lessee's contract requires the designation of one person from the organization as the event contact, through whom all communications with the Center will flow. An alternate contact may also be designated. The Center will only accept information and changes regarding rental from the contact person or the alternate designee as listed on contract.

Contracts Any Lessee using contracted agencies or services, shall provide copies of those contracts to the Center prior to the event, and receive the Center's approval. Sufficient time for Center review of said contracts should be allowed or cancellation of vendors by the Center may be necessary. Providing inaccurate information regarding the Center and its rules and deadlines, may prevent future use of the facility by Lessee. The Center maintains no written or verbal agreements with any vendors.

Damages The Lessee agrees to exercise care in the use of the Center facilities and equipment. Should the facility and/or equipment be damaged or destroyed due to the Lessee's use, Lessee agrees to repair or replace the damaged item at Lessee's expense. The Center shall not be liable for any damage to property of the Lessee from whatever source, nor shall the Center be liable for any loss of property from or on premises, however occurring. The Lessee agrees to hold the Center harmless against any claims for damage to persons or property arising out of the use of the facility by the Lessee. Center agrees to exercise care in the use of the Lessee's equipment during on stage productions. Should Lessee's equipment be damaged or destroyed due to Center's negligence, Center agrees to repair or replace the damaged item at Center's expense. The Lessee agrees to hold the Center harmless against damages to property arising out of accidental damage to LESSEE equipment.

Decorations Nails, screws, "Command" or "Easy" hooks, duct or scotch tape, may not be used to attach decorations or displays to the walls, ceiling or carpet. The only exception to this, are the carpeted walls in the Lyon Gallery. Only tape that is approved by the Facility Manager or Technical Director may be used. Duct tape is not allowed to be used in any area of the building. Any decorations or displays in or on the building or grounds are subject to the supervision and approval of Center staff. Approved tape is available from the Event Coordinator, Maintenance Personnel or the Technical Director and may be billed to Lessee.

Deposits A non-refundable deposit is required at the time which a date is held, and the contract is signed.

Emergency Exits Emergency Exits and surrounding areas and aisles leading to them must not be blocked at any time.

Equipment and Furniture Center equipment and furniture is for the use of Lessee during their contracted rental time. Items may be used on the balcony or in other rooms but are not available for outdoor use. Items may not be removed from the building without the advance written permission from Center Management.

Equipment Removal During the load-out, the Lessee is expected to remove all production equipment, sets, supplies, scenery, food, beverages, flowers, and trash from rental areas. All Center equipment and supplies are to be restored to their storage areas. If removal and restoration is not completed, Lessee will be charged \$25 per man hour (minimum of a 2-hour charge) to have it cleaned and/or an additional daily fee for storage.

Green Room/Dressing Rooms **Backstage unisex restroom, closest to the Green Room, is not to be used as a dressing room.** Areas included in Auditorium rental are: Green Room, eight Dressing Rooms and two Chorus Rooms. During multi-day rentals, Lessee is responsible to seal and put away all food items at the end of each day or any

uncovered food may be disposed of by Center staff. At end of rental time the Lessee is required to remove all costumes, personal belongings, food, beverages, and decorations from the Green Room/Dressing Rooms. This includes removing all decorations from mirrors and makeup stains from the counters or walls. If excessive cleaning is required of the carpet, floors, furniture, mirrors or walls, Lessee will be charged \$25 per man hour (minimum of a 2 hour charge) for cleaning.

Hearing Impaired In compliance with Americans with Disabilities Act (ADA) the Center will provide a qualified ASL signer when requested, at Lessee's expense. This request must be made at least 72 hours prior to performance. The Center offers a portable hearing assist system, which can be picked up at the Box Office. Use of the system is complimentary, but requires the security of a driver's license (or state ID).

Holidays Use of the facility on a Center holiday and accompanying weekend will be double the regular room and labor rate. Holiday Rates apply to the following days and accompanying weekends: December 31; January 1; Good Friday; Easter; Memorial Day Weekend; Independence Day; Labor Day Weekend; Thanksgiving, the Friday following and the weekend after; Christmas Eve; and Christmas Day.

Liability Insurance All Lessees having public or ticketed events at the Center must submit a liability insurance certificate verifying an active policy. Minimum requirement is \$1,000,000 bodily injury liability per occurrence. Tickets may not be placed "On Sale" until a document naming Lessee as insured is presented with all signed contracts. Event date/s may be canceled by the Center if an insurance certificate is not received within 30 days prior, and no refunds will be made.

Manager On Duty At all times the Center is open, designated staff members are present. A Technical Director must be on site when the Auditorium/Backstage area is being used. For all other rental areas, a Front of House manager will be available. All decisions by these authorities regarding the safety of the Center and its occupants are to be followed, and can/will be enforced if necessary by police and fire officials.

Parking Parking at the Center is limited. Performers and crews of productions must use the small parking lot behind the stage. Performers and crews should only use the stage entrance for rehearsals and performances. Parking is allowed in designated spots only. Double parking and overnight RV parking is **not allowed at any time**. Designated handicapped parking must be observed and illegally parked vehicles are subject to towing at the owner's expense. Leave the main parking lot open for event patrons.

Photography and Recording Photographs, broadcasts, telecasts, video, cell phone and audio recordings or films are at the discretion and enforcement of the Lessee, who will post and/or announce limitations prior to performance. If video is to be taken of performance, Box Office must be notified in writing prior to any tickets being placed on sale so sightline issues can be addressed, and seats can be removed from inventory. Technical Director must approve position of cameras, tripods and cables at Production Meeting, and equipment may not block any rows or aisles without permission.

Production Meetings All Lessees having events in the Auditorium or having "production" type events in other spaces in the Center must have a production meeting with the Center's Technical Director. The purpose of this meeting is to discuss all technical, staffing and equipment needs for the event, as well as to establish a production schedule for multi-day events. The production meeting must take place no less than 30 days prior to the start of the Lessee's rental period. Larger events and festivals may require multiple meetings. Lessee's artist's Technical Riders must be made available to the Center's Technical Director 7 days in advance of the production meeting.

Pyrotechnics The use of any type of pyrotechnics (live flame, sparklers, gerbs, flash pots, etc...) is not allowed in the Center without the written approval of the Center's Technical Director and Managing Director. A request to use pyro must be made at least one month prior to the beginning of the Lessee's rental time, and a signed letter of acknowledgement must be made between the Center and the Lessee. The Center in no way claims to be experts in the use of pyro, and the purpose of the signed acknowledgement is simply to make sure that both parties are aware of the use of pyro in the Lessee's performance. While not required by Oklahoma law, the Center highly recommends the Lessee obtain approval from the Bartlesville Fire Department before using pyro in the Center. Any damages to the Center's equipment/property resulting from the use of Lessee's pyro including the repair cost or replacement of said equipment/property will be the responsibility of the Lessee. The Center will assume no liability in the use of Lessee's pyrotechnics. **No pyro will be allowed prior to the Center having a current copy of the Lessee's liability insurance on file.**

Rain Dates If a date is requested as a back-up location in case of rain, a non-refundable deposit of \$250 for the Community Hall, Studio, Balcony or Gallery and \$750 for the Auditorium will be required at the time the hold is made and the contract is signed. In the extenuating circumstance where an Auditorium rain date is used, and Lessee has sold their own tickets, BCC management will agree to a \$3 per ticket fee in lieu of BCC selling tickets.

Rental Time There are two times listed on Lessee's contract; Rental Time and Event Time. The Rental Time is the actual time Lessee (and vendors, guests, etc.) will be allowed into the rented area(s), and the time Lessee expects

to be completely out of the area. Lessee should plan their rental time carefully. Should Lessee require more than contracted time on the day of their event, Lessee may add the time if the room is available, however, **it will be billed at a rate of double time.** The Event Time listed on Lessee's contract, is the actual time the event is planned to begin and end for Lessee's guests.

Scene Shop The Scene Shop is available to the Lessee during Lessee's rental hours at no additional cost. It may also be available outside of Lessee's rental times depending on the Center's schedule. Lessee will need to set up a Shop Schedule and review Scene Shop Policy/Scene Shop Agreement with the Center's Technical Director at least one month in advance of use. This schedule will be subject to change depending on auditorium rentals. Scene Shop rentals will not take priority over stage rentals. **Lessee's crew will not be allowed to work in the Scene Shop prior to the Center having a current copy of the Lessee's liability insurance on file.**

Security For Events The BCC requires security if Lessee will be serving alcohol during event, or event is predominantly presented by or attended by children, teens or young adults (proms, teen parties, dance recitals, etc.) or otherwise requires Security. Charge for security will be noted on Lessee contract and invoiced at \$30 per officer, per hour and will be arranged for by Center. Events extending past Midnight, will be charged \$50 per officer, per hour. During events, only the main West entrance will be unlocked. If the rental activities require access through any alternate doors, additional Security may be required. The Center should be notified in advance of Lessee's intention to use alternate entrances. This is not a service of the Center trained ushers.

The following criteria must be met to provide own security: written permission from the Center; copy of each officers CLEET certification when alcohol is served; list of Security personnel if used when no alcohol is served.

Service Animals The Center, in compliance with Americans with Disabilities Act (ADA), will allow people with disabilities to bring properly identified service animals into the facility.

Smoking Policy The Center is a smoke free facility. Smoking, including E-cigarettes, is not permitted anywhere in the building, or within 30 ft. of any entrance. The Lessee is responsible for informing its participants of this policy and enforcing it.

Supervision and Technical Services Activity backstage and in the Auditorium, including all personnel and use of the Center's equipment, will be under the supervision of the Center's Technical Director. Lessee is required to use the Center's Department Heads (1 Sound, 1 Lighting) at the current labor rate and will be charged \$25 per hour per person (4-hour minimum). Additional technicians working with sound, lighting, follow spots, rigging, fly floor, weight

loading, and stage managing or working with any other Center equipment must be approved by the Technical Director. These positions may be filled by Lessee's volunteers or the Center can supply, at Lessee's request, a trained crew at \$30 per hour per person, or standard union rates, depending on type of crew needed. All volunteers working with Center equipment must attend a basic training class for the department in which they will be working. If the Center is requested to supply crew, the request must be made no later than 21 days prior to rental. The Center will assume no liability for the actions of Lessee's volunteers, whether trained or not. Any crew member, whether paid or volunteer, suspected of being under the influence of alcohol or drugs, including prescription medication, will not be allowed to operate Center equipment, and will be asked to leave the Center. The Center's technical crew does not provide the following services: Sound Design (beyond basic mic'ing and mixing of small shows), Lighting Design (beyond basic house plot focus, lights up, lights out), Set Design/construction/painting, Wardrobe Design/construction, Makeup/Wig/Hair Artist, and Riggers. The private hiring of the Center's staff is not allowed without the approval of the Managing Director. The Center's Head Sound Tech and Head Lighting Tech (Department Heads) are here for overseeing the safe handling, set up, and operation of the Center's equipment. They are not employed as FOH sound engineers nor lighting designers. Lessees are advised to hire their own sound console operators and lighting designer.

Technical Equipment The Center does not guarantee the worthiness or operation of its equipment, nor does the Center guarantee equipment inventory numbers. Any equipment that is not in working order is considered to be out of service and is not available for Lessee's use. Inventory numbers are subject to change and should be confirmed before Lessee's load-in. The Center will not assume any responsibility for shortness of equipment inventory.