

10-1 Rental - Usage

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I. PURPOSE

The objective of the policy, approved by the College President's Cabinet, is to establish a guideline for the usage and rental of the Concert Hall at Fort Lewis College.

II. GENERAL

A. USERS

The following groups are the categories of potential users.

1. Academic users are on campus programs directly tied to the established curriculum of the College. These uses refer to programs required for graduation.
2. Non-academic on-campus users are supplemental programs that are part of the college community but are not a part of an established academic curriculum program required for graduation. Example: Student Government and authorized student clubs.
3. Non-profit users are part of a recognized non-profit agency with federal tax papers to prove their status.
4. Commercial users are users that do not fall into one of the above groups.

B. SCHEDULING GUIDELINES FOR USERS

1. Academic Users

a) Music Department - 16 uses per year at no charge. Dates must be reserved by December 1st, two (2) years in advance of the year being booked. All additional dates will be charged at the Level 1 Rate.

b) Other Academic Departments - Bookings will be on a first come, first served basis and will be charged at the Level 1 Rate. These departments are encouraged to submit dates for the following year by December 1st to allow them the opportunity to reserve priority dates.

2. Non-Academic On-Campus Users

Bookings will be on a first come, first served basis and will be charged at the Level 1 Rate. These departments are encouraged to submit dates for the following year by December 1st to allow them the opportunity to reserve priority dates.

3. Non-Profit Organizations

Bookings will be on a first come, first served basis and will be charged at the Level 2 Rate.

4. Commercial Groups

Bookings will be on a first come first served basis.

III. BASIC CONTRACT PROVISIONS

A contractual agreement, signed by agents for the Concert Hall and the client, is required at the time a reservation for use of the Concert Hall is confirmed. No advertising or ticket sales are permitted until a fully executed contract is received by both parties.

When the performing attraction is other than the client, the client agrees to furnish the Concert Hall, at the time of signing its contract with the Concert Hall, a copy of the signed artist contract, including all riders.

An inventory of stage lighting, sound, theatrical rigging equipment, and dressing rooms will be provided to the client.

Client will be responsible for any damage to any part of the building that may occur during the period of the rental contract.

Client's lighting and sound requirements must be submitted to the Concert Hall Director at least thirty (30) calendar days in advance so that equipment usage can be determined. Equipment which is not owned or which is not available for use by the client may be rented. Rental costs will be assigned to the client.

A. INTERRUPTION OR TERMINATION OF SHOW

Concert Hall management shall retain the right to cause the interruption of any performance in the interest of public safety and to likewise cause the termination of such performance when it is the sole judgment of the Concert Hall management that such action is necessary in the interest of public safety.

B. EVACUATION OF FACILITY

Should it become necessary in the judgment of the Concert Hall staff to evacuate the premises for reasons of public safety, the client will retain possession of the premises following restoration to normalcy for sufficient time to complete presentation of the activity without additional rental charge, providing such time does not interfere with another client. If, at the discretion of the

Concert Hall, it is not possible to complete presentation of the activity, rental shall be forfeited, pro-rated, or adjusted at a rate mutually agreed upon by the Concert Hall's Managing Director and the client based on the situation.

C. VACATION OF PREMISES/DAMAGES/CLEAN-UP RESPONSIBILITY

In the event the client has not vacated the Concert Hall according to the contract, the Concert Hall reserves the right to remove the client's possessions, clean the facility, and charge the client for the cost of doing so. The client shall be responsible for any and all damages to the Concert Hall caused by acts of client or client's agents. Client further agrees to leave the Concert Hall premises in the same condition as existed on the date the client took possession, ordinary wear and use excepted. Any additional charges incurred because of an excessive amount of post-event clean-up will be borne by the client. Dressing room hallways and backstage hallways must be kept clean and free of client supplies and equipment at all times. The Concert Hall assumes no responsibility for loss or damage to client's possessions left in these areas. All reception and party rentals will be required to pay for damage/cleaning, including campus users. Additional charges will apply for the use of glitter, confetti and balloons.

All construction, or alterations to any portion of the Concert Hall and the use of any fire or dangerous substance in any performance must first be approved in writing by the Concert Hall's management sixty (60) days prior to use of the Concert Hall.

D. EXTENSION OF TIME/CHANGES IN SCHEDULING

Time shall be of the essence in the Client Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of Concert Hall management. All such additional time shall be paid for according to the schedule of fees fixed by the Concert Hall if such permission is granted. Any other changes in scheduling requested by the Client will be accommodated when possible and must be submitted to the Managing Director in writing. There is no guarantee that a schedule change can be accommodated.

E. CANCELLATION

A cancellation must be made by notifying the Concert Hall's Managing Director in writing. All clients will received a 100% refund or any funds held on deposit, exclusive of any ticketing fees, or out-of-pocket expenses, when notification of the cancellation is received at least ninety (90) calendar days prior to the scheduled event. All Clients will receive a 50% refund of any funds on deposit, exclusive of any ticketing fees or out-of-pocket expenses, when notification of the cancellation is received at least sixty (60) calendar days prior to the scheduled event. No refund will be made to the Client when notice of cancellation is not received a least sixty (60) calendar days prior to the event.

F. HOUSE TICKETS

The Concert Hall management reserves the right to twelve (12) tickets for every performance in the Concert Hall. These may not be sold and will be returned to the client two (2) hours before the performance if not distributed.

G. RENTAL RATES/SPACE RESERVATIONS/DEPOSITS

A rental rate will be charged to each client of the Concert Hall according to the current rental rate schedule. In some instances a "percentage of gross" rent formula will be charged over and beyond the established rate schedule (see Exhibit A). A multi-tiered rent schedule has been established with commercial groups paying the full rental rate and non-profits or campus organizations paying a reduced rate. Any co-sponsor agreements between commercial and non-profit or campus groups are subject to review by the Concert Hall management. Fronting for the purpose of obtaining a lower rental rate is forbidden. If two or more entities are co-sponsoring an event, the highest of the applicable rates will be charged.

Clients will have the responsibility of providing information regarding their event in a timely way to the Concert Hall management. Should the client meet with the Concert Hall management far enough in advance, a preliminary estimate of variable production costs will be provided. Thirty days prior to the event, the Concert Hall management will provide a final estimate of the variable production costs associated with that event which will be reviewed with the client. The Concert Hall management will determine the appropriate number of Back-of-House (BOH) and Front-of-House (FOH) personnel required for each event. Labor costs for BOH and FOH personnel employed or supplied by the Concert Hall will be paid by the client at prevailing rates. Once the final production cost estimate is agreed to by both parties, the Concert Hall will charge the client actual costs for labor.

Subject to prior arrangement and certification by the Concert Hall management, the client may provide it's own back stage operating crews. Client, or client's representatives, are not allowed to operate rigging or fly systems, or acoustic curtains. The Concert Hall management reserves the right to demand the removal of any member of the client's crew whose conduct or procedures may be considered damaging to the equipment or hazardous to the safety of any person occupying the space. In addition, the Concert Hall management reserves the right to require the removal of any of the client's equipment or material which, in their judgment, may be damaging to the Concert Hall equipment or hazardous to the safety of any person occupying the space.

A non-refundable deposit of 50% of the rental rate will be required to confirm a reservation ninety (90) calendar days prior to the date of the event. If the deposit or purchase order is not received, the date will automatically be considered "open" and the Concert Hall management will attempt to fill that date. The balance of the rental rate and Certificate of Insurance (\$1,000,000), naming Fort Lewis College and the Concert Hall as additional insured, are due thirty (30) business days prior to occupancy.

A client group may be required to post a performance bond and/or property damage and liability insurance at the discretion of the Concert Hall management. If such insurance is required, the protection required must be at least \$500,000 for personal injury or death to any one person, at least \$1,000,000 for any one accident or occurrence, and at least \$500,000 for property damage.

H. DATE/CHALLENGE

Within six (6) months of a scheduled event, a date that is being "held" (without confirming deposit) for one client (Client A) may be challenged by another potential client (Client B). Annual Holds are not subject to a date challenge. To initiate the challenge, the following process will be followed:

Client B completes a Concert Hall Rental Contract and attaches to it a 50% of Rental Rate deposit check or purchase order.

The deposit check or purchase order will be held until completion of the "challenge" at which time it will either:

1. be processed to hold the date (i.e., Client B acquires the date in question) OR
2. the deposit check or purchase order is returned to Client B (i.e., Client A retains the date.)

Client A will have five (5) business days from date of notification by Concert Hall management that a "challenge" has been initiated to make a non-refundable 50% deposit or to deliver a valid purchase order. Once Client A completes the deposit process, the date is secure. No other "challenges" can then be initiated for that particular date. Purchase orders in lieu of payment will be processed immediately.

I. HOUSE/ PERFORMANCE

1. House Manager

The Concert Hall will furnish at each performance, a House Manager to supervise Front-of-House operations. The authority of the House Manager is absolute with regard to times of opening the house lobbies, start of program, length of intermission, safety of staff and audience, and protection of the facility.

2. Personnel

The Concert Hall will establish minimum requirements and arrange for House Management, concessions, ushers, ticket takers, and any other Front-of-House personnel deemed fitting and necessary. Client may, with Concert Hall management approval, provide qualified, trained volunteers to augment Concert Hall staff. The Concert Hall staff shall have the right to supervise all Front-of-House personnel provided by clients. If the Concert Hall staff deems that additional security is required, it will be added to the client Agreement and charged to the client at an agreed upon rate.

3. Open Rehearsals

Any rehearsal at which non-productive personnel are in attendance must be declared "open" at the time the space application is completed or no less than one (1) week prior.

Any rehearsal at which fifty (50) or more non-production personnel are in attendance shall be arranged in advance with the Concert Hall management and will be considered a performance with full rental rates applying.

4. Performance Time

The Concert Hall will open to the public one (1) hour prior to a scheduled performance time. The house will be opened to audience one-half hour prior to scheduled performance time. The Program will begin promptly at the time printed on the tickets, though client may designate an appropriate time for latecomer seating. If the program content is at or exceeds one and one-half hours, there shall be at least one (1) intermission with a minimum of fifteen (15) minutes in length required. Specific arrangements to the contrary must be agreed to in advance by the Concert Hall's Managing Director.

5. Smoking

Client will not permit smoking of any of its agents, employees, or guests within any area of the Concert Hall.

6. Lodging Forbidden

Client or any person or persons claiming to be acting for the client are prohibited from using the Concert Hall as overnight lodging accommodation.

7. Animals

Client will not bring, keep or allow to be kept, any animal in the Concert Hall except when used in performance. In rare cases, Concert Hall management may, upon request, provide written exemption from this policy. In all cases, Guide Dogs are exempt from this policy.

J. DISPLAYS

Client will display no posters, photographs, models, etc. without permission of the Concert Hall Managing Director, and then only in such areas as are specified and with such materials as are approved in advance.

1. Objectionable Material/Objectionable Persons

The Concert Hall reserves the right at its sole discretion, to require the client the inclusion in all advertising of a phrase acceptable to both the client and the Concert Hall management that alerts the potential ticket buyer to the maturity of the theme or action which might be considered objectionable.

The Concert Hall management also reserves the right to remove from the Concert Hall, any person or persons deemed objectionable by the Concert Hall management for the reason that they may be causing a public disturbance or physical damage to the premises.

2. Public Relations Contact

Client shall provide the Concert Hall management with the name of the person chiefly responsible for publicizing the event and a telephone number at which that person can be contacted.

K. EVENT PROGRAMS

The client is responsible for the production, printing, and delivery of the event program to the Concert Hall management. event programs must be delivered to the House Manager of the Concert Hall at least three (3) hours prior to the scheduled performance. Note how many programs have been printed along with any specific directions. The Concert Hall staff or the staff approved by the Concert Hall management for working the performance, will assist with the distribution of the client's program. Any remaining programs will be discarded or recycled immediately after the performance unless prior arrangements have been made with the Concert Hall.

1. Future Attractions

The Concert Hall management reserves the right to distribute to the audience announcements and literature concerning future attractions to be held at the Concert Hall, whether such attractions are under the auspices of the client or not.

2. Marketing Policies

Marketing of all performances that take place in the Concert Hall will be reviewed by the Concert Hall's Managing Director. All marketing of the Concert Hall will be under the direction of the Concert Hall's Managing Director, who will handle promotion of each performance on an individual basis.

L. CATERING AND CONCESSION RIGHTS

The Concert Hall management retains the exclusive right to operate all concession and catering services within the Concert Hall. The client may bring in their own catering services upon written approval of Concert Hall management.

1. Community Concert Hall Alcohol Service Policy

There is no alcohol beverage service allowed at the Community Concert Hall without permission of the Director of the Community Concert Hall. The right to sell or serve alcoholic beverages and/or concessions is held by the facility.

The Community Concert Hall at Fort Lewis College (hereafter referred to as the "Facility") holds a license to serve alcoholic beverages. Where service or sale of alcoholic beverages is requested

at a scheduled event, contact the Director. Approval is not automatic; the Director reserves the right to approve or refuse any request for service of alcoholic beverages in the facility. Unless otherwise requested and approved, the Facility will operate a concessions station and bar during events. Costs will be covered by renter (concessions prices) or by customer on a sale-by-sale basis.

The following requirements must be met by those requesting service of alcohol in the Facility when concessions are not sold by the Facility (i.e. fundraisers for renters, private parties, etc.):

Event must be held on a specific day and time. Permission is not transferable, nor is it valid for any event, location, day or time other than the one for which the event is contracted.

- Any alcoholic beverages sold or served must be sold or served by the drink only.
- Only alcoholic beverage(s) permitted for sale or service by the Director may be sold or distributed at the licensed premises.
- Consumption of alcoholic beverage(s) must remain within defined, licensed premises. Alcohol is not allowed outside of the Facility.
- Food and non-alcoholic beverages must also be available. Food and beverages that are not purchased through the Facility will have a service fee of (min. \$25) depending on requirements (linens, set up, cleaning, cups, napkins, recycling, etc.).
- The Facility must purchase the approved beverage(s) and arrange for storage and receipt of delivery prior to the event. The liquor license number must be provided to the distributor when the beverage(s) are purchased. Alcohol must be ordered at least 30 days in advance of event.
- No alcoholic beverage(s) may be served to persons under the age of 21 years. Facility will provide the bartender(s) at a \$18.00 per hour per server rate. In addition, depending on requested service, there are the following fees:

Wine \$5.00 per bottle corkage fee

Beer \$1.00 per bottle service fee

Beer tap fee \$50 per keg

(Corkage/tap/service fees include glassware, linens, ice, napkins, recycling, and physical set-up.)

- The Facility must provide all servers of alcoholic beverages (labor costs will be billed back to the client).
- If deemed necessary by the Concert Hall, additional supervision and security must be provided at the renter's expense.

The Concert Hall management retains the exclusive right to operate all liquor sales within the

Concert Hall. Special event permits will be obtained by Concert Hall management for all events that liquor will be sold. No liquor will be sold at any event that is produced by students.

2. Food/Beverage Services Consumption

Concert Hall has exclusive rights on all food/beverage concession sales. Any dressing room or onstage food and/or drink requirements of the client's performer(s) and/or stage crews must be presented in advance of the event in writing and attached to the contract. The Concert Hall will help in supplying catering service upon request of the client.

3. Other Concessions

The Concert Hall retains exclusive rights concerning the sale of programs, novelties, souvenirs, mementos, merchandise, and advertising materials sold within the Concert Hall. A client group may conduct lobby sales of souvenir merchandise, including video tapes and audio recordings. The Concert Hall shall collect a 15% commission on the sale price of each item sold. The Concert Hall will collect 25% of gross sales if Concert Hall staff sell the merchandise. The Concert Hall management must be given advance notice of any souvenir sales. Souvenir items must be available for an inventory count no less than two (2) hours before the doors open to the public.

M. ESTIMATES AND EQUIPMENT

Requests may be made for the Concert Hall's Managing Director or his representative to estimate for client the labor and equipment expenses prior to the client's event. Actual costs will be billed to the client.

1. Warranties

The Concert Hall agrees to use it's best efforts to provide properly maintained equipment required by the client's application. The Concert Hall will not be responsible for loss of income caused client due to equipment failure beyond the Concert Hall's direct control. The Concert Hall is not responsible for maintenance or repair of equipment provided by client(s) or rented by client(s) event.

N. SETTLEMENT

1. Settlement shall include the following:

Unless otherwise specified, settlement and reconciliation shall be completed for client group designee within five working days following the close of the event, but only after the client has met their obligations to return the facility to its normal physical operating condition.

- a) Ticketing Services Activity Report
- b) Final assessment of client charges

The client should be represented at the Settlement by an employee with check signing authority.

The Concert Hall Managing Director shall have final authority on transfer of funds at settlement. When ticketing services income exceeds anticipated expenses and client requires funds for artist settlement, a reimbursement of revenues collected will be processed after close of event. A college check will be issued and mailed to client once expenses have been deducted.

O. RIGHT OF AMENDMENT

The Concert Hall management reserves the right to change and amend the Usage Policies, Rental Rules, Regulations and Rates at any time. Changes in policy will go into effect immediately. events scheduled within ninety (90) calendar days of such changes in rental rates will be assessed fees for services according to the schedule in effect at the time the Client Application and cost estimates were completed.

Events falling outside the ninety (90) calendar day limitation will be notified of and subject to the amendments and alterations. In all cases, the Concert Hall staff will work to alleviate undue hardships caused the client by these changes and amendments.

P. COMPLIANCE WITH LAWS AND LICENSING

1. Adherence to Laws

No activities in violation of Federal, State, or local laws, ordinances, rules, regulations or the opinion of the Board of Health, shall be permitted on Concert Hall premises. The client shall be responsible while under the terms and period of the Client Agreement to enforce this provision.

2. ADA Compliance

It is the client's responsibility to comply with ADA Programmatic requirements (e.g., providing sign interpretation for the hearing impaired). The Concert Hall meets or exceeds all physical requirements for wheelchair accessibility and also provides infra-red listening devices.

3. License and Fees

The client shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by the Contract. Client shall assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used or incorporated in the event. Client agrees to indemnify, defend, and hold harmless the Concert Hall from material described above. The Concert Hall may require evidence of such licenses being in effect or will provide proper licenses at client's expense.

EXHIBIT A
RENTAL RATES
FORT LEWIS COLLEGE

COMMUNITY CONCERT HALL
Effective July 1st, 2005

Campus Users: \$700.00 per day (Sunday - Thursday),
and \$850.00 per day (Friday - Saturday).

Non-Profit (La Plata County): \$700.00 per day
(Sunday ' Thursday) plus 6% of gross ticket sales.

Non-Profit (La Plata County): \$850.00 per day
(Friday - Saturday) plus 6% of gross ticket sales.

Non-Profit (Out-of-County): \$850.00 per day
(Sunday ' Thursday) plus 6% of gross ticket sales or a minimum guarantee of \$900.00,
whichever is greater.

Non-Profit (Out-of-County): \$1,000.00 per day (Fri and Sat) plus 6% of gross ticket sales.

Commercial: \$1,000.00 per day plus 8.5% of gross ticket sales or a minimum guarantee of
\$1,300.00, whichever is greater.

Technical Set Up/Rehearsal: One-Half Daily Rental Rate (plus clean up fee if applicable).

Dance Floor Maint./Set Up Fee: \$150.00 per event.

Grand Piano: \$175.00 per day.

Projection Screen: \$100.00 per day (in-house).

Projection Screen: \$200.00 per day (out-of-house).

Video Projector: \$200.00 per day (on campus).
\$250.00 per day (off campus).

Slide Projector: \$50.00 per day.

Shell Set Up/Tear Down: \$200.00 per occurrence.

Plus 15% of Out of House Concession Sales (T-Shirts, CD's, Posters, etc.).

If an event scheduled in the Concert Hall requires tickets, in-house ticketing services must be
utilized at \$75.00 per event (plus 6% of sales). That cost covers the ticket stock, box office sales

of those tickets, and publicity in the Concert Hall monthly newsletter. Ticket printing is available to non-renters at a rate of \$25.00 per 100 tickets, with a minimum charge of \$25.00. If the Concert Hall sells, there is a fee of a percentage of gross ticket sales for campus and non-campus users.

All of the above-listed renters must supply or pay for the following house employees, as needed per performance:

Sound Technician \$36.00 per hour
Sound Monitor Technician \$24.00 per hour
Light Design \$30.00 per hour
Light Technician \$24.00 per hour
Spot Light Operators \$21.00 per event
Stage Manager \$21.00 per hour
Stage Hands \$19.00 per hour
Ticket Sellers \$10.00 per hour