

PALM BEACH STATE COLLEGE EISSEY CAMPUS THEATRE USAGE POLICY

THIS USAGE POLICY IS PART OF THE FACILITY CONTRACT FOR THE EISSEY CAMPUS THEATRE OF PALM BEACH STATE COLLEGE (hereinafter referred to as Theatre) AND THE RULES HEREIN MUST BE ADHERED TO ABSOLUTELY BY LESSEES OF THE THEATRE. PLEASE REVIEW CAREFULLY.

SHOULD THE LESSEE BE FOUND IN VIOLATION OF ANY PROVISIONS OF THIS USAGE POLICY, THE THEATRE WILL IMMEDIATELY CONSIDER THE FACILITY CONTRACT NULL AND VOID AND LESSEE WILL FORFEIT ALL ADVANCE PAYMENTS MADE TO THE COLLEGE AND BE LIABLE FOR ALL RENTAL FEES AND OTHER EXPENSES INCLUDING LEGAL FEES AND OR COURT COSTS INCURRED, WHETHER OR NOT THE PERFORMANCE ACTUALLY OCCURS.

THE AFOREMENTIONED FACILITY CONTRACT AND THIS USAGE POLICY ARE THE ONLY AGREEMENT BETWEEN THE PARTIES RELATIVE TO THE THEATRE AND NO ORAL STATEMENTS OR PRIOR WRITTEN MATTER SHALL HAVE ANY FORCE OR EFFECT.

THE EISSEY CAMPUS THEATRE FACILITIES ARE MANAGED BY PALM BEACH STATE COLLEGE UNDER THE DIRECTION OF ITS DISTRICT BOARD OF TRUSTEES WHICH HAS ITS OFFICES AT 4200 CONGRESS AVE, LAKE WORTH, FL 33461 AND OBLIGATIONS RENDERED TO THE THEATRE IN THIS AGREEMENT MUST BE RENDERED TO COLLEGE.

IT SHALL BE THE RESPONSIBILITY OF THE LESSEE TO COMPLETELY INFORM THE PROPER AGENTS OR EMPLOYEES OF LESSEE CONCERNING THESE RULES AND REGULATIONS. FOR CLARIFICATION OF INDIVIDUAL RULES, CALL THE THEATRE'S MANAGER.

BASIC PROVISIONS

1. LESSEE ACCEPTS AS IS: Neither the College nor the College's agents have made representations or promises with respect to the said building nor leased premises except as herein expressly set forth. The first possession of the leased premises by Lessee shall be conclusive evidence that Lessee accepts same "as is" and that said premises and the building of which the same form a part and all equipment within said building were in good and satisfactory condition.

2. SUBLET/USE: Lessee may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization. Lessee may not utilize the rented space(s) for any purpose other than that which is specified.

3. SEATING:

A. **CAPACITY:** Persons will not be permitted inside the Eissey Campus Theatre in excess of the established seating capacity of 750. No additional chairs may be placed in the main audience chamber, hallways, or other portion of the theatre that is open to the public. No standing room may be utilized, nor is anyone permitted to sit on any steps in the house. The campus safety officer and/or House Manager may be present to see that these rules are carried out. These people are the undisputed authority to hold up the start of any performance, or if need be, to stop it at any time if any infractions of these rules are apparent.

B. **HANDICAPPED:** Specially designated wheelchair locations are placed in the main audience chamber of the mainstage theatre and can accommodate eight wheelchairs. Pursuant to Florida Statute 6A2 these seats are for handicapped persons and may not be ticketed to non-handicapped persons.

4. COMPLIANCE WITH LAWS AND LICENSING:

A. COMPLIANCE WITH LAWS: No activities in violation of Federal, State or Local laws, ordinances, rules or regulations, or in the opinion of the Board of Health shall be permitted on premises, and it shall be the responsibility of the Theatre Lessee, while under the terms and period of the Agreement, to enforce this provision.

B. LICENSES/PERMITS/COPYRIGHTS/TAXES: The Lessee shall obtain and pay the fee for all licenses, permits and/or taxes which are now or may be imposed in the future by any governmental agency which are necessary to conduct operations specified by this Agreement. The Lessee will charge, collect and remit to the proper governmental authorities any sales, use and/or excise tax that may be applicable. The Lessee will assume all costs arising from the use of patented, trade-marked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. Lessee agrees to indemnify, defend and hold harmless the District Board of Trustees and its officers of Palm Beach State College from any claims or costs including legal fees that might arise from the questioning of use of any such material described above. The College may require evidence of such licenses being in effect, such as ASCAP, BMI, and SESAC, etc.

C. FIRE/SAFETY CODES: All sets, costumes, props, flash pots, laser lighting equipment, and any other materials used by the Lessee must conform to all applicable fire and safety codes. The provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames and explosive or inflammable fluids, gases and compounds must be observed. There is to be no open flames in the audience seating area at any time. The College may require written evidence that all such codes have been observed and that operators have the required licenses.

D. NON RESIDENT ALIENS: Should the artist(s) to be presented by the Lessee be a non-resident alien individual, partnership or corporation, the Lessee expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of the Internal Revenue Code and the Federal regulations promulgated there under.

E. NON-DISCRIMINATION: Lessee agrees that it shall not discriminate against any person because of race, color, religion, sex, national origin, veteran, marital or handicap status.

5. LESSEE MUST PROVIDE TO MANAGEMENT:

A. TAX EXEMPTION: Non-profit, tax-exempt organizations shall submit to the Theatre Manager such tax exemption certificate as shall pertain. Such certificates will be required with the return of signed contract.

B. SIGNED CONTRACT FOR ACT: Lessee agrees to furnish Theatre, at the time of Lease Agreement signing, a copy of the signed contract between Lessee and the Act to be presented. Portions of this signed contract concerning financial arrangements may be excised.

6. INSURANCE:

A. GENERAL LIABILITY: Lessee shall carry comprehensive liability insurance in the amount of one million dollars to cover its employees, performers, guest artists, stage-hands, etc. while working in the theatre building. Evidence of said insurance shall be furnished to the Theatre, in writing, a minimum of 60 days prior to the first scheduled use of the facility. The insurance company providing such insurance shall be licensed to do business in the State of Florida. The District Board of Trustees shall be named as an additional insured.

B. INDEMNITY: The Lessee agrees to conduct its activities upon the premises so as not to endanger any person thereon; and to indemnify, defend and hold harmless the Trustees and Palm Beach State College from any and all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons, or property damage, or loss by the Eissey Campus Theatre of Palm Beach State College, the Lessee, or any persons, howsoever caused, during the period of use covered by this Agreement, or occurring as a result of the permissions granted herein.

C. The Theatre will not be responsible for any damage or loss to Lessee's property, or that of the Lessee's agents, employees, etc., no matter what the cause of such damage or loss.

7. CANCELLATION: In case of cancellation by the Lessee, it shall be the responsibility of the Lessee to make reasonable public announcements, at Lessee's expense, concerning the cancellation, as soon as possible following the cancellation by all means commercially available.

8. PUBLIC SAFETY: The Lessee shall neither encumber nor obstruct the sidewalk in front of the theatre, the entrance to the theatre, audience corridors, stairs, the main audience chambers, related theatre premises nor allow the same to be obstructed or encumbered in any manner. Lessee further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises, or which is likely to constitute a hazard to property thereon. The College shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon.

Stage areas in use pose unique dangers to anyone not familiar with the technical aspects of the production. For this reason, patrons or other non-stage personnel are not allowed on stage or in the wings at any time.

9. EVACUATION POLICY: Should it become necessary in the judgment of the College staff to evacuate the premises because of a bomb threat or for other reasons or public safety, the Lessee will retain possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another Lessee. If at the discretion of the Theatre Manager, it is not possible to complete presentation of the activity, rental shall be forfeited, prorated or adjusted at the discretion of the Theatre Manager based on the situation, and the Lessee hereby waives any claim for damages or compensation from the College.

10. DAMAGE/CLEANUP RESPONSIBILITY: Lessee shall be responsible for any and all damage to the Theatre premises and equipment caused by acts of Lessee or Lessee's agents, employees, patrons, guests and artists whether accidental or otherwise. Lessee agrees to leave the Theatre premises and equipment in the same condition as existed on the date Lessee took possession, ordinary wear and tear excepted. Any additional charges incurred because of an unusual amount of post-event cleanup or damage to facility or equipment will be borne by the Lessee. At the option of the College, failure to comply with damage/cleanup responsibility may result in the cancellation of any and all future rentals to Lessee.

TECHNICAL

1. STAGE MANAGER: Lessee agrees to furnish a qualified Stage Manager to run the show backstage or to accept the costs of such a Stage Manager employed by the College.

2. RECORDINGS: Lessee agrees that no recording, either visual or audio, of any kind will be made of the event covered by this Agreement without prior written approval from the College, and specifically from the Theatre Manager.

3. TECHNICAL INFORMATION: Technical information from the Lessee to the Technical Production Supervisor must be communicated first-hand. Technical requirements must be communicated at least 30 days prior to the scheduled event.

4. TECHNICAL EQUIPMENT PROVIDED BY LESSEE: Any equipment brought in by the Lessee for use in the Eissey Campus Theatre must be inspected by the Technical Production Supervisor for compliance with fire and safety codes and regulations, and the Technical Production Supervisor will have the final authority to approve or deny use of such equipment.

5. STAFFING: Technical Production Supervisor shall secure and Lessee shall pay necessary staffing as outlined on attached quote sheet. The College retains the right to determine the appropriate number of personnel necessary to properly serve and protect the public. These costs shall be considered reimbursable to the college and shall be covered by all such references, included in this agreement. Such performance personnel will normally involve persons employed by the Eissey Campus Theatre, however, the Technical Production Supervisor retains the full right to call in outside professional technicians and charge the costs, if any, to the Lessee to help meet staging requirements. No volunteer personnel will be used by the college to run theatre equipment. On the following days crew, box office and house management charges will be charged at time and one half: ML King Day, Easter, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

6. DELIVERY OF GOODS: Sets, costumes and other materials belonging to the Lessee delivered prior to contracted time will not be accepted by the Theatre staff. The Theatre makes no guarantees that space will be available to receive materials arriving early.

7. PAYMENT OF DELIVERY OF GOODS: The College will not accept any goods shipped to the Theatre for the

Lessee, or for any person claiming to be acting for the Lessee, if any sum is to be paid the carrier upon delivery thereof.

8. REMOVAL: Lessee shall remove or cause to be removed all scenery, equipment and other property brought into the Theatre immediately following the final performance. No storage arrangements are available. Eissey Campus Theatre will not be responsible for any scenery, equipment, or other property left after the final performance and will dispose of such materials immediately at Lessee's expense.

9. SOUND/LIGHTING CONSOLES: The installation and operation of sound and/or lighting control consoles in the audience chamber of the Eissey Campus Theatre is forbidden.

HOUSE/PERFORMANCE

1. LESSEE REPRESENTATIVE: At the time of execution of the Lease agreement, Lessee will furnish to the Theatre Manager the name, address and phone numbers of the Lessee's representative. This representative will be the sole person authorized to make decisions to negotiate with staff of the Theatre. This representative, who must be present at each performance, will then be the sole person authorized to resolve problems and conflicts, or to negotiate any alterations in performance procedure with the staff of the Theatre. This representative shall be fully authorized to act for and execute documents on behalf of the Lessee.

2. THEATRE REPRESENTATIVE: The Theatre will furnish for each performance, as part of the base rental fee, a House Manager and ticket takers, if tickets are used, to supervise the overall theatre operation from the front of the house. The authority of the House Manager is absolute with regard to times of opening the lobby, opening the House, start of the program, length of intermission, safety of staff and audience, and the protection of the facility.

3. USHERS: The Theatre reserves the right to engage and supervise, through its House Manager, the services of all ushers (number, appearance, training, etc.)

4. TIME: The lobby will open one hour before performance time. The seating area will be opened to audience one-half hour prior to scheduled performance time. The program will begin at the time printed on the tickets. If the program is two hours or longer, there shall be an intermission at least 15 minutes in length. Specific arrangements to the contrary may be discussed in advance with the Theatre Manager.

5. SECURITY: Any extraordinary security arrangements deemed advisable by the Theatre will be made by the Theatre and will be billed to the Lessee as a reimbursable expense as necessary. Lessee will be notified in advance of intent to do so.

6. PUBLIC AREAS: Lessee agrees to abide by the discretion of the House Manager and/or Theatre Manager concerning activities, dress, etc. of those persons acting on behalf of Lessee in public areas.

7. NON-PUBLIC AREAS: The Lessee understands and acknowledges that the Lessee has no rights whatsoever to enter or use the areas in the said building comprising the administrative offices, the box office, the President's private box, the mechanical rooms or any other areas except such as are designated in the Agreement or otherwise specified in writing by the Theatre.

8. STAFF RIGHT TO ENTRY: Lessee will afford Theatre staff personnel the right to enter any part of the theatre at any time.

9. FUTURE ATTRACTIONS: The Theatre reserves the right to distribute to the audience announcements and literature concerning future attractions of College activities and/or other cultural events to be held in the Theatre whether such attractions are under the auspices of the Lessee or not.

10. OPEN REHEARSALS: Any rehearsal at which more than 25 non-production personnel are in attendance will be considered a performance and the services of the House Manager will be required.

11. SMOKING/WASTE: Smoking is only permitted OUTSIDE the facility. Smoking on stage is permitted only when

specified as required in the script and must be approved in advance by the Technical Production Supervisor.

12. FOOD/BEVERAGES FOR CAST/CREW: The Lessee agrees that where food and beverages are required on premises for cast and/or crew, the only area where such food and beverage may be served is in the Dressing Rooms. Waste must be disposed of properly and promptly or the privilege will be revoked.

13. FOOD/BEVERAGE FOR PATRONS: All food and beverage must be served by the college and arranged by the Theatre staff prior to the event. All food and beverage is restricted to the lobby area. No food or beverage is permitted in the theatre seating area.

14. ANIMALS: Lessee will not bring or keep or allow to be kept in the Theatre, any animals. Animals used in performance may be brought into the Theatre only during actual rehearsal or performance. While not on stage, animals must be kept in the backstage area in an appropriate animal cage or preferably out of doors.

15. BACKSTAGE POLICY: A maximum of 100 performers will be permitted backstage at any one time. No guests will be allowed backstage before, during or after a performance. Performers may meet their guests in the side lobby areas or the main lobby.

PUBLICITY/PROMOTION

1. CONFIRMATION OF DATES: Dates and times requested are not considered confirmed until the Theatre Manager first approves the event and the Lessee returns the signed agreement accompanied by a deposit as stated in #3 of the contract.

2. ADVERTISING: Lessee shall not advertise any performance or the appearance of any performer prior to the signing of this contract, or until contracts between all parties involved have been properly executed and exhibited to the Theatre Manager prior to the signing of this Agreement. At its discretion, the Theatre may list the Lessee's event in its own press releases, newsletters and calendars.

3. CORRECT NAME OF BUILDING/WORDMARK: Whenever the theatre is mentioned in publicity releases, advertising, flyers, brochures, etc. all three of these items (exactly as shown here) **MUST** be included in the promotional piece or ad:

EISSEY CAMPUS THEATRE
at PALM BEACH STATE COLLEGE
PALM BEACH GARDENS

The Eissey Campus Theatre has a wordmark that may be used within the guidelines stated in the attachment to this contract. **The theatre may NOT be referred to in print as: The Eissey or Eissey or Eissey Theatre.** The entire name Eissey Campus Theatre must be used at all times. Any abbreviation of the theatre's name or the name of the college must be approved by the Theatre's management and college's College Relations and Marketing Dept. **PRIOR** to printing or advertising The Palm Beach State College logo is not to be used for any reason without written permission of the college, nor may renters create their own graphic representation for the theatre or the college.

4. EVENTS ADVERTISING: Lessee may not use the Theatre Box Office phone number unless the Lessee has made proper arrangements with the theatre's management and has entered into an agreement with the theatre staff to sell tickets on behalf of the Lessee. The Theatre's management reserves the right to review and approve all advertising and announcement copy that relates to the use of the Theatre's Box Office number, Theatre's name, Theatre's wordmark, College name and College logo.

5. DISPLAYS: Lessee will display no posters, photographs, models, etc., without prior permission from the Theatre Manager and then only in such areas as are specified and such materials are approved in advance by the Theatre Manager. Further, the Lessee is prohibited from driving any tack, nail, screw, tape or other fastening device into the ceilings, walls, or floors of the Theatre so as to mar, deface or injure theatre property.

6. OBJECTIONABLE MATERIAL: Should the event contain any material that may be viewed by any segment of the community as being morally objectionable, the College reserves the right at its sole discretion to require of the Lessee the

inclusion in all advertising of a phrase acceptable to the College that alerts the potential ticket buyer to the maturity of the theme or actions.

7. TICKETS: The Lessee shall reserve a total of 10 tickets for the Eissey Campus Theatre for each performance given to the public. Any tickets not used by the Theatre will be returned to the Lessee for sale to the public within a reasonable amount of time.

8. HOUSE SEATS: The Lessee shall reserve seats L 2-5 and L 43-46, eight seats total, to be used by the House Manager at time of performance for seating problems.

ADDITIONAL REGULATIONS

PALM BEACH STATE COLLEGE AND ITS BOARD OF TRUSTEES RESERVES THE RIGHT TO IMPOSE ANY ADDITIONAL RULES OR REGULATIONS, OR TO SET SPECIAL USE ARRANGEMENTS WHETHER OR NOT EXPRESSLY PROVIDED HEREIN, WHICH MAY BE NECESSARY FOR THE BEST INTERESTS OF THE EISSEY CAMPUS THEATRE AND PALM BEACH STATE COLLEGE, AND SUCH REGULATIONS SHALL BE BINDING UPON THE LESSEE.

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