

ROBSON PERFORMING ARTS CENTER OPERATING POLICY MANUAL

The Robson Performing Arts Center (hereinafter referred to as “RPAC”) is operated by the Claremore Independent School District for the primary purpose of serving the educational needs of the students within the district. When the RPAC 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 RPAC management.

The mission of the Robson Performing Arts Center is to promote arts education for the students of the Claremore 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 Claremore 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 RPAC 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 as stated herein.

SCHEDULING, REQUIREMENTS, AND RATES

Hours. The RPAC offices will be open Monday through Friday from 9 a.m. until 3:00 p.m., excluding government holidays and school closing due to inclement weather.

Master Calendar. The RPAC 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 RPAC management retaining the right to make changes when necessary. Unless otherwise specified in writing, the RPAC 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 Use Request Form* to request a reservation. These forms are available online and are also available at the RPAC office of the Executive Director. This form should be submitted to the RPAC 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 RPAC Rate sheet. School District activities are not charged for the use of the RPAC, 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 Claremore Public School district, will be required to have a Certificate of Insurance for at least \$1 million with Claremore Public Schools listed as "additional insured" on file with the RPAC 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 RPAC 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 Claremore Public Schools and 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 Oklahoma, all ordinances of the City of Claremore and all rules and regulations established by any authorized officer or department of the City of Claremore. 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 RPAC 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 RPAC 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, RPAC 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.

Opening Hours. Lessees agree to allow the RPAC management to open the lobby areas of the theatre to be used at least ninety (60) minutes before the scheduled 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 RPAC Director reserves the right to eject or cause to be ejected from the premises of the RPAC any objectionable person or persons; provided, however, that neither the City of Claremore 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 RPAC Director or a designated representative. The term "objectionable persons" shall include those persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of RPAC policy, city, state or federal law, make the normal and proper conducting of 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 RPAC or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the RPAC or any part thereof, or in any way increase any rate of insurance upon the RPAC or on property kept therein. Nor shall a lessee, without prior written consent from the RPAC Director or a designated representative, store or operate any engine or motor or machinery on the premises of the RPAC or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or any other purposes.

Smoking Prohibited. The possession of tobacco is prohibited in all areas of the RPAC 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 RPAC 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 Claremore Public Schools and such deposits shall become the property of the Claremore 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 RPAC.

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 RPAC 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 RPAC will not be responsible for providing replacement equipment. Any malfunction of equipment provided by the RPAC should be reported immediately to the RPAC Director. The RPAC, 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 RPAC 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 RPAC 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 RPAC 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 RPAC Director; otherwise, the lessee will be required to hire from the RPAC, capable personnel to perform these functions.

Security. The RPAC 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 RPAC 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 RPAC will operate a ticket office within the RPAC facility, which will maintain regular business hours, Monday through Friday. The RPAC 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.

Lessees who elect or are requested by RPAC 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 RPAC 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 RPAC Box Office shall be held, on behalf of the Claremore Public Schools until the time of settlement set forth in the Facilities Use Contract. Lessees shall, upon request, furnish to the RPAC 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 RPAC 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 RPAC management. There will be no charge to the RPAC 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 RPAC 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 RPAC 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 RPAC 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 be limited to souvenir programs, books, photographs, CDs, audio or video tapes, records, posters, opera glasses, T-shirts, sweatshirts, 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 RPAC management to vend or have vended such items and such items shall be vended only within such locations as specified by 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 RPAC.

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

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

The RPAC 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 Contract has been issued, or any item which in normal use or misuse may cause damage to the RPAC, its employees, or patrons.

CONCESSIONS. The RPAC retains the exclusive rights to sell concession items, before, during intermission or after any events occurring in the RPAC.

GENERAL POLICIES

Artistic Freedom. No attempt shall be made on the part of the RPAC management or the Claremore Independent 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 Claremore Independent School District. Further, no performance, exhibition, or entertainment shall be given or held in the RPAC which is illegal, indecent, obscene, immoral, or for any reason which, in sole opinion of the RPAC 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 RPAC management, the management reserves the right to stop the event at any time. If

the RPAC management exercises this right, all rental and other fees due to RPAC will remain the property of RPAC and any unpaid charges shall be considered payable to RPAC.

If an event performance is deemed unsuitable for some audiences, prior notification to the RPAC 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 into the RPAC 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 Claremore Fire Department. Proof of this permission must be submitted with the Lease Agreement.

Invitational Dress Rehearsals. As a general rule, the RPAC 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 RPAC 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 to attend dress rehearsals will be responsible for providing at least one (1) staff person at the RPAC who will be in charge of such attending people and will coordinate all arrangements for such people with the RPAC Director.

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

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

Weapons. The performance use of weapons including, but not limited to pistols, rifles, shotguns, knives, and swords must be approved by the RPAC Director. Application for weapons use must be made with the RPAC Director at least thirty (30) days prior to performance. If the application for weapon use is granted, the following procedure will be followed for the weapon's use in the RPAC.

Upon prior notification of the date and time, the director of the show will bring the weapon to the RPAC Director to be kept in a locked, secure cabinet throughout the run of the show. During the show itself, the Director of the RPAC 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 RPAC 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 RPAC or its premises. The doors, stairways or openings that reflect or admit light into any portion of the RPAC 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 RPAC either prior to, during or subsequent to the use of the RPAC by a lessee hereunder, the Claremore 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 RPAC may be broadcast, videotaped, recorded or otherwise reproduced without the prior written consent of the RPAC Director.

Loading Entrance. All articles, exhibits, fixtures, materials, displays, etc., relative to an event shall be brought into or taken out of the RPAC only at such entrances and exits as may be designated by the RPAC Director or Technical Director.

Utility Connections. Unless otherwise authorized in advance and in writing by the RPAC Director, all plumbing, electrical or carpentry work required to be done in or on the premises of the RPAC 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 in the back of the RPAC. Except as otherwise authorized in advance by the RPAC 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 RPAC.

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 practicable, restrict all of their activities to the stage, backstage, dressing rooms, Green Room, and control booth areas. In the event the RPAC 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.

Non-Profit. In order to qualify for the non-profit rates which are set forth on the current RPAC Rate Schedule, a lessee must provide the letter from the Internal Revenue Service confirming its 501(c)(3) status as a non-profit entity. This item will be kept on file and need not be supplied with every contract unless specifically requested by RPAC management.