

Clarice Smith Performing Arts Center at Maryland

Attachment I v.51 Scheduling and Usage Policies

The Clarice Smith Performing Arts Center is intended primarily as an educational and cultural resource for the University, Prince George's County and the State of Maryland. Priority for the use will be assigned to programs produced by the Center Residents. (The School of Theatre, Dance, and Performance Studies; The School of Music; Clarice Smith Center Cultural Participation; The Michelle Smith Performing Arts Library; and Maryland-National Capital Park and Planning Commission.)

The facilities will also be made available to other organizations on an individual program rental basis for purposes that are compatible with, or enhance the mission of the University and are in the interest of the community.

The performance facilities covered in this document are: The Ina and Jack Kay Theatre, The Joseph and Alma Gildenhorn Recital Hall, The Robert and Arlene Kogod Theatre, The Dance Theatre, The Elsie and Marvin Dekelboum Concert Hall, The Morris and Gwendolyn Cafritz Foundation Theatre, and The Ulrich Recital Hall. The use of all spaces in the Clarice Smith Performing Arts Center and Tawes Hall, including lobbies, hallways, and courtyards, are subject to prior approval by the proper administrative office.

All users will comply with the rules and regulations outlined in this document. The Center will consider requests for scheduling performances and support spaces on the basis of the following use priority:

Priority I University of Maryland President's Office;

Priority II Clarice Smith Performing Arts Center Residents: Public performances with related events and activities that are a direct outcome or product of one or more of the Center's resident campus units (Cultural Participation, Department of Dance, Department of Theatre, School of Music, Performing Arts Library, and Prince George's County performing arts [and related] organizations as approved by the Maryland-National Capital Park and Planning Commission);

Priority III Other University activities: Appropriate public performances by other campus entities (student, administrative);

Appropriate non-performance campus events and activities, including recordings;

Priority IV Other users

Note:

A. Sponsorship: The complete sponsorship policy is included in Attachment III, (if applicable).

B. Student Organizations: The representative of a Student Organization completing the Space Request Form must be listed on the organization's registration form on file with the Office of Campus Programs (1135 Stamp Student Union). Any Student, Staff, or Faculty of the University of Maryland at College Park will be able to rent facilities for personal use at the commercial rate.

C. Authorized representation: The representative of University departments and/or off-campus organizations must be authorized to commit resources and funds on behalf of their departments and/or organizations.

Section I: Scheduling

Scheduling of events is the responsibility of the Facilities Scheduler, in consultation with the Director of Finance and Administration. The Facilities Scheduler handles all scheduling of public space (as outlined above) within the Center, contracts, and general communication regarding your event. To schedule an event in the Center, contact the Center's Facilities Scheduler at **301-405-8176** to discuss your event and availability of space. If you are a Center resident, please contact your unit representative.

Your request will be taken pending availability of space, technical equipment, and staff.

The Center operates on a fiscal year ending June 30 and generally patterns its calendar on that basis. Requests for dates by Center residents should be made to the Center beginning the first business day in October, twenty-one months ahead of the fiscal year that begins the dates that are requested [an example would be: October 1 of 2008 (fiscal year 2008-09) for a performance date of March 3, 2011 (fiscal year 2010-11)]. To the extent possible, requests should include alternative dates along with preferred dates.

A preliminary calendar will be issued the first business day of March, (for priority II center residents), followed by an immediate resolution of any conflicts to the extent possible. Final confirmation will be effectuated by last business day of November. Once final dates have been confirmed, the Center will honor those dates unless unusual and unforeseen circumstances cause cancellation. Following confirmation of dates for Center presentations, the calendar will be open to all users.

Limitations on use of Performance Venues: The Center will retain certain days for restoration and general facility maintenance, and the facilities will not be available for use, except with special permission of the Executive Director of the Center. Special rental rates will apply for all users on any University holiday in order to reimburse Center for labor overtime rates.

Section II: Terms of the License Agreement

Booking a venue: It is expected that all events will be booked a minimum of eight **(8) weeks in advance**.

Courtesy Hold: The Center will hold a date as a courtesy for one week. In order to retain this date, a completed Space Request Form (and Ticketing Form, if necessary) must be submitted during this time. If a Space Request Form has not been received within one week of the date the hold was placed, the date will be released.

Deposit: All renters of space within the Center are required to submit a deposit based on a percentage of their estimated costs. The deposit must be paid prior to: ticket sales, publication or promotion of the event, execution of contract, occupancy of space, or storage of equipment. The deposit rate is as follows:

50%: First time renters

25%: Second time renters

10%: Third time (and subsequent) renters

100%: Any renter who has exceeded ninety (90) days past due on a previous rental will be required to submit the entire estimated amount in cash or money order with the signed contract.

Contract Information: When you request a venue, by submitting a Space Request Form, the Facilities Scheduler will give you the contact information for the Event Coordinator handling your event. At that time, you will be asked by the Event Coordinator to provide detailed information concerning your event. A License Agreement cannot be constructed until this communication has taken place.

After the above has been completed, you will receive a full rental agreement package, including the License Agreement (contract), Attachment I (Usage Policies) and Attachment II (Estimate of Costs) and any other attachments necessary to the License Agreement. A schedule included in the package will indicate the dates for return of the signed License Agreement, deposits, ticketing form, and other documentation. Once your agreement has been signed, deposit submitted, ticketing information form returned, proof of insurance (where applicable) submitted, and a copy of 501(c)3 certificate (where applicable) submitted, a copy of the fully executed License Agreement will be returned to you by mail.

NOTE:

Without the completion of all of the above documents, the License Agreement cannot be executed. No event shall be held without an executed License Agreement signed by both parties. This License Agreement must be signed and executed no later than four (4) weeks prior to the event. If Center Management is not in receipt of a signed and completed License Agreement four (4) weeks prior to the event date, the Center reserves the right to cancel the event.

Ticket Sales: Ticket sales and promotion of an event cannot begin without a fully executed License Agreement, which includes, completed Ticketing Information, Proof of Insurance, Deposit and a copy of 501(c)3 certificate where applicable. Five (5) business days following the execution of contract, tickets may be picked up at the ticket office.

Sale of Merchandise: Souvenir programs, recordings, and other merchandise related to the Licensee and/or Event may be sold at the Performance Location, with prior written approval of the University and subject to the following conditions:

The renter must request written approval of the University to sell merchandise at least four (4) weeks prior to the Performance.

Sales are subject and subordinate to any pre-existing concession agreement(s) applicable to the Licensed Space.

The University will specify the location where sales will be made; sales may take place only before and after the Event and during intermission, if any.

The University will apply a \$25 fee to the final invoice for each Event for which merchandise is sold. Standard fees apply for rental of table(s). For each table provided, the University will provide a linen and one chair for merchandise sales.

Licensee must provide personnel and a cash box to conduct the sales.

Rehearsals: The rehearsal schedule must be included with the License Agreement. It is understood that only the cast and production crew plus authorized representatives of the

Licensee and the Center will be in the Licensed Space during a rehearsal. An open rehearsal for invited patrons will constitute a performance with a full house staff on duty.

Non-profit status: Non-Profit Organizations will be required to furnish evidence of non-profit status with the signed License Agreement.

Royalties: All royalty fees such as to BMI, ASCAP, or SESAC and or dues to AEA, AGVA, AFTRA, or other union dues, which may be required, is the primary responsibility of the Licensee.

Billing and review of bills:

- a. An invoice for the amount due under the License (less the deposit, ticket fees paid, and any ticket revenue collected by the Center) will be issued within ninety (90) days after the close of the Event. Payment is due within thirty (30) days after the date of the University invoice. Licensee will not receive any ticket revenue collected through the Center Ticket Office prior to the issuance of the final invoice.
- b. Accounts over ninety (90) days past due are subject to a 17% collection charge as levied by the Maryland State Collections Agency.
- c. Departments of the University of Maryland: University Departments will be charged via Journal Voucher for all deposits and payments due, plus all incidental charges. An itemized statement of charges will be provided when the FRS account is charged.
- d. All payments shall be made by check or money order payable to the University of Maryland.
- e. Category IV Licensees are subject to state (sales) tax. Licensee will be charged six percent (6%) Maryland State Sales Tax unless a current State of Maryland Comptroller of the Treasury Retail Sales Tax Division Exemption Certificate and related account number is provided.
- f. All outstanding balances must be paid prior to making a reservation for a future Event. In the event a reservation is already in place, the contract cannot be executed with an outstanding balance.
- g. Questions related to a final invoice should be forwarded, in writing, to: Rentals, The Clarice Smith Performing Arts Center, Suite 3800, College Park, MD 20742. You may request, in writing, a review of charges within thirty (30) days of issuance of the final bill. (All requests must be made in writing and be within thirty [30] days to be valid.)

Cancellation or changes made by the LICENSEE

The University shall claim as liquidated damages all deposits held and money owed on invoices outstanding if Licensee cancels the event anytime after the License Agreement is signed. Cancellation of any Licensed Space and/or services must be done in writing prior to six (6) weeks to the Event. Failure to do so will result in Licensee being billed the full rental or deposit charge.

Licensee agrees to pay as liquidated damages in the following amounts for canceling this agreement. In return, the University agrees to hold no further claims against Licensee for said cancellation.

Cancellation date, following execution of Event Agreement: Penalty

Greater than 6 weeks prior to event: 100% of deposit, plus ticket fees for all tickets sold

Between 6 weeks and 3 weeks prior to the event: 100% of estimate less labor charges or 100% of deposit (whichever is greater); plus ticket fees for all tickets sold

Less than 3 weeks prior to the event: 100% of estimate; plus ticket fees for all tickets sold

Coordination with other users: It is understood that there will be other activities in the building simultaneously with the licensed use.

Special note: It is the Center's policy, when taking requests, and there is a conflict, to not comment on the nature of the conflict.

Insurance: All non-campus users must obtain and maintain liability insurance, at its sole expense, that covers the Event and all related activities and that names user and the University, and their respective officers, agents, and employees as insured and indemnifying all of the parties hereto against the losses, damages, and claims relating to injury to persons or property or loss of life by any person caused by the negligence or misconduct of Licensee. This insurance shall have a minimum policy limit of one million dollars (\$1,000,000) for personal injuries, including death; and two million dollars (\$2,000,000) in the aggregate for all property damage; and shall contain a provision prohibiting cancellation except upon fifteen (15) days prior express written notice to all insured, including the University. User shall furnish a copy of said insurance policy or certificate of insurance to the Center no later than thirty (30) days prior to the event, and shall maintain such insurance throughout the period during which the Event and related activities occur. Failure to provide the certificate of insurance by ten (10) days prior to the event will constitute a cancellation of the event, in which case the cancellation penalties outlined above will apply.

Section III: General Regulations for all users

The following are general regulations that apply to all users of the Clarice Smith Performing Arts Center and Tawes Hall:

Alteration and use of the premises: Licensee shall not alter, repair, add to, deface, improve, or in any way change the Licensed Space in any manner whatsoever, without the prior written consent of the Center. The Licensed Space shall be maintained and vacated, as and when required, in as good condition as it is upon entry of Licensee therein, depreciation for reasonable wear and tear expected.

Storage: There is limited storage space available at the Clarice Smith Performing Arts Center. Items required for performances may be delivered and stored at the Center three (3) days prior to an event. If space is available, additional storage may be requested at a monthly fee per 100 lbs. Please see Rental Rates for fees connected to storage. The Clarice Smith Performing Arts Center is not responsible for loss or damage of stored items. It is expected that any items left on the premises two (2) days following the last public performance of an event will become the property of the Center to dispose of as they wish.

Security: Final determination for security needs will be made between the Center and the Department of Police. If an artist contract requires security, the Licensee must contact Manager of Events Services for approval before securing outside security agencies.

Broadcasting and Recordings: Licensee shall not, and shall not permit others to, broadcast, telecast, record or reproduce any rehearsal, performance or parts thereof in or about the premises without the prior express written consent of the Center and Artists or Artists agency. Which consent, if given by the Center, shall be set forth in a separate agreement (Attachment IV) signed by the Licensee. Licensee shall be responsible for the payment of all fees, costs, and personnel expenses and other charges related to any such broadcast, telecast recording, or reproduction prior to engaging in any such activity. Exceptions may be made for news media or other production media when advance arrangements are made with Center management and are approved by artist(s) and/or artist(s) management. Center management reserves the right to confiscate equipment for the duration of the performance or evict violators. Licensee shall include the following written credit line on any commercial recordings made within the Center: "Recorded at the Clarice Smith Performing Arts Center at the University of Maryland". Licensee shall include the following written credit line on any commercial recordings made within Tawes Hall: "Recorded at Tawes Hall at the University of Maryland".

Photographs: Licensee shall not take or permit to be taken, photographs in or about the premises at any time without the prior express written consent of the Center and Artists or Artists agency. Which consent, if given by the Center, shall be set forth in a separate agreement (Attachment IV) signed by the Licensee. Licensee shall be responsible for the payment of all fees, costs, and personnel expenses and other charges related thereto. If the Licensee shall desire to have photographs taken at an Event, Licensee shall make a request to the Center prior to the commencement of ticket sales.

Donations: Licensee shall not request or accept donations in or about the premises at any time without the prior express written consent of the Center. Which consent, if given by the Center, shall be set forth in a separate agreement signed by the Licensee. If the Licensee shall desire to collect donations at an Event, Licensee shall make a request to the Center no less than four (4) weeks prior to the Event. At no time may Licensee take up a collection in an open container (e.g., passing a collection plate, etc.) on or about the premises.

Open flame: The use of candles or any other open flame is not permitted in the premises without the express written consent of the Center. There is to be no use in or about the premises of any substance of an explosive, corrosive or flammable nature, without the express written permission of the Center. All stage materials used shall be flame proofed. Any user shall not cause or produce to be caused or produced therein, or to emanate there from any unusual, noxious, or objectionable smokes, gases, vapors, or odors. The user is also responsible for the use of theatrical smoke in such ways that the smoke alarms do not go off.

Flame/Fire-proofing: All materials used for decorations and theatrical scenery, including all drops, must be Class "A" rated for flame spread. Renters must have documentation that certifies that all materials meet this requirement. Without this documentation, Center management has the right and obligation to perform a field flammability test, which requires a small sample of material. All materials that fail the test cannot be used onstage.

Weapons: Weapons are not allowed on campus. Weapons include objects or substances designed to inflict a wound, cause injury, or incapacitate, including, without limitation, and whether real, fake, disabled or rigged, all firearms, BB guns, air guns, pellet guns, switchblades, knives with blades five (5) or more inches long. This extends to any activity, class, rehearsal, and performance, without the express written permission of the Police. In the case of resident

units, this can be obtained through the Prop Master. For all other users, this can be obtained through the Director of Production and Technology Services.

Backstage Access: Audience members and guests will only be admitted backstage in accordance with the wishes of the artist(s), in coordination with Center management. The House Manager must escort audience members, who wish to go backstage. The escorting of audience members to the backstage areas will be secondary to other House Management functions. At no time are guests permitted to walk through or around the main curtain or across the stage.

Audience Seating Areas: During rehearsal, set-up, and strike periods, Licensee personnel shall restrict their activities to the stage, backstage, and production areas. When it is necessary for a director, designer, or stage manager to view a rehearsal or set-up from the audience area, use of the seating areas are restricted to directorial and technical personnel. When the audience seating areas are used for directorial activity in connection with the rehearsal or production of an event, the Licensee will be responsible for the clean up of the area so used. The audience seating areas are not to be used for the storage of coats, personal belongings, musical instrument cases, or other paraphernalia associated with the pre-performance production of an event. **Food and drink are strictly prohibited in the seating and performance areas of the venues.**

House Opening and Capacity: The House will open one half (½) hour prior to the stated curtain time following consultation between House Management and Production Services at each performance. The stated capacity for each venue will be enforced.

Standing room: There is no standing room for any venues within the Center or Tawes Hall.

Actual Start Time of Performance: Actual start time of the performance will be decided by consultation including House Management, Ticketing, and Production Services. It is the Center's intention to begin each performance at the published time.

Intermission: Standard Intermission will be 15 minutes in duration.

Access to Ticket Office: Access to the Ticket Office will be restricted to Ticket Office and Patron Services Personnel only.

Late Seating: Late seating will occur during the first opportunity (break in performance). Until that time, audience members will be held outside the hall. The appropriate "break" will be determined in consultation between Audience Services, Production Services and the performer. How and where late arrivals are seated will be venue specific.

Emergency calls to audience members: Those audience members expecting emergency calls or pages should check their communications devices (pagers, cellular phones) with the House Manager. The House Manager will locate the patron if an emergency communication is received.

Medical Emergency Inside Performance Hall: Should a medical emergency take place inside a performance space during a performance, it will be the purview of the House Manager to decide whether the performance should be stopped while the medical emergency is resolved. The House Manager will contact the Stage Manager to stop the show.

Emergency Medical Treatment: The Center reserves the right to determine if Paramedics/Emergency Medical Personnel need to be called for a specific incident. The House Manager will make this decision.

Smoking: The Center and Tawes Hall are smoke-free buildings. Smoking is not permitted in any University building or on University property, including walkways, parking lots, and recreational areas. Licensee shall be responsible for seeking adherence to smoking regulations for all performers, technicians, management personnel, and others who take part in the production of an event.

Traffic and Parking: It is understood and agreed that the Licensee, its agents, employees, guests and patrons, will be subject to all University of Maryland traffic and parking regulations. Parking at the stage loading area is strictly regulated and limited to vehicles required for the loading and unloading of material required for the event. Improper parking or blocking of the loading dock risks removal at vehicle owner's expense. There is to be no idling in the loading dock area.

Bicycles, Skateboards, In-Line Skates Scooters, Bicycles and any motorized vehicle, not needed for persons with disabilities are not allowed inside the facilities. The aforementioned items, when found in the building, will be removed from the premises by the Department of Police under the direction of Center management, and retrieval of these items will be the responsibility of the owner. Bicycle storage racks are provided on the exterior of the facilities.

Animals: Except for Seeing Eye dogs and animals required as part of a performance, animals are not allowed in the facilities. Center management must be notified in advance if the production requires the use of animals so that necessary arrangements for caging, clean up, safety, and other precautions may be taken.

Objectionable Patrons: Center management reserves the right to eject, or cause to be ejected, from the premises any objectionable person or persons. Center management will not be liable to Licensee for any damages that might be incurred through the execution of this right.

Children (Infants): The Center believes in exposing young people to the performing arts at an early and appropriate age. We encourage parents to prepare their children for the experience by explaining basic audience etiquette to them. Children talking or moving around in a manner that is distracting to other patrons may be asked to move or leave the theatre. An adult must accompany children under the age of 12.

Ticketing Services: Center Ticketing Services will manage the ticketing for all ticketed events within the building regardless of Licensee. All audience members must have a ticket, regardless of age. Decisions about which events will be free and which free events will be ticketed will be made in consultation between Center Management and the Licensee. Ticketing Services must approve any special offers or discounts offered before any advertising can be done. Only one discount per patron or group will be allowed. Center Ticketing Services will print all tickets for events held in the Center. No changes to the ticketing configuration can be made once tickets are made available for sale. In accordance with the Americans With Disabilities Act, the Center is required to retain a portion (no more than ten percent [10%]) of the tickets available for sale for each Event for use by persons with disabilities to be sold through the Center Ticket Office. There will be a \$2.00 Ticket Processing Fee charged to the Licensee's final invoice for each ticket sold through the Ticket Office. There will be a \$2 Handling Fee, charged to the patron, for each ticket purchased by telephone or online sales. In the case of rental performances, when the event requires that the Ticket Office must remain open longer, beyond one (1) hour past start

time, (due to circumstances caused by the renter), a fee of \$15.00 per hour, (or any portion thereof) per staff member will be added to the renter's final invoice.

_____ **Lobby Displays and Decorations:** Displays and decorations within the common areas of the Center may only be erected in designated areas. These designated areas will consist of easel information centers erected throughout the complex. Center Management must approve all items for display.

_____ **Food and beverages:** Good Tidings, the catering division of Campus Dining Services, is the exclusive provider of food and beverages at the Center. All food and beverages (including backstage food for artists) must go through Good Tidings. They also have a drop-off service, Goodies-to-go. Please see their website at www.dining.umd.edu/catering. No food or drink is allowed in any of the venues.

_____ **Alcohol:** The use or possession of alcoholic beverages is prohibited, unless provided by University Dining Services. In accordance with University of Maryland policy, the possession/use, distribution, sale, or provision of alcoholic beverages to a person under age 21 by any person is prohibited.

Coat Room/Coat Check: Coat-racks and attendants are available upon request. Please see Rental Rates for fees.