

Francis Marion University Performing Arts Center
Scheduling & Usage Policies
as of 3/14/2018

The following Scheduling & Usage Policies (“the Policies”) shall govern any and all use of the Francis Marion University Performing Arts Center (“the Center”) by parties other than Francis Marion University. All such use of the Center by such parties will comply with the Policies, and any agreement with respect to the use of the Center shall be subject to the Policies. Any portion of the Center may be referred to herein as “Facilities.” The Center will consider requests for scheduling events and use of Facilities on the basis of the following use or requestor priority:

- Priority 1** **FMU Performing Arts Center Presenting Series**
- Priority 2** **FMU Department of Fine Arts**
- Priority 3** **FMU Performing Arts Center Residents** (Florence Symphony Orchestra, Masterworks Choir, South Carolina Dance Theatre)
- Priority 4** **Other Francis Marion University activities**
- Priority 5** **Other Users**

Note:

- A. Student Organizations.** The Advisor of a Student Organization using the Center must sign the Space Request Form as well and be present for any event attended by more than 25 people.
- B. Students/Staff/Faculty.** Any student, staff or faculty user of the FMU Performing Arts Center may rent Facilities for personal use at either the non-profit or commercial rate.
- C. Authorized Representation.** The representative of any University department and/or off campus organization seeking to use Facilities must be authorized to commit resources and funds on behalf of their departments and/or organizations to the extent as such are required for the use of such Facilities.

Section I: Scheduling

- A. All accepted requests for use of Facilities will be contingent upon availability of space, technical equipment and staff. Acceptance of a request for use shall not guarantee the availability of space.** The Center operates on a fiscal year ending June 30th and generally patterns its calendar on that basis. Requests for dates by Center Residents (Priority 3) should be made to the Center no later than the first business day in September, ten months ahead of the fiscal year that begins the dates that are requested [an example would be: September 1st, 2017 (fiscal year 17-18) for a performance date of March 2nd, 2019 (fiscal year 18-19)]. To the extent possible, requests should include alternative dates along with preferred dates. A preliminary calendar for the following fiscal year will be issued the eighth business day of September for Center Residents, followed by an immediate resolution of any conflicts to the extent possible. Final confirmation will be effectuated by the fifteenth business day of September. Once final dates have been confirmed, the Center will honor those dates unless unusual and unforeseen circumstances cause cancellation. On the first business day in May, the calendar will be open for all other users to make requests.
- B. Limitations on use of Performance Venues:** The Center will reserve certain days for facility maintenance, and the facility or such portion thereof as shall be determined by the Center’s Director will not be available for use, except with special permission of the Center’s Director. Special rental rates will apply for all users on any University holiday in order to reimburse the Center for labor overtime rates and other costs.
- C. Coordination with Other Users:** By agreeing to abide by the terms of these Policies by submitting a request for use as provided herein, each applicant acknowledges that there may be other activities in the Center occurring simultaneously with or in close proximity to the time of its use. Each applicant agrees to work with the Center’s Director and such other users to coordinate use of the Center and minimize conflicts.
- D. Special Note:** Determination of conflicts that prohibit the use of Facilities is at the discretion of the Center’s Director.

Section II: Terms of the Event Agreement

- A. Booking a Venue:** Unless an exception is granted by the Center’s Director in his or her sole discretion, reservation of space in the Center for all events must be made not less than **six (6) weeks in advance.**

- B. Courtesy Hold:** The Center may hold a date as a courtesy for one week. In order to retain this date, a completed Space Request Form (and Ticketing Services Request 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.
- C. Deposit:** All renters of space within the Center are required to submit a deposit based on **25%** of their estimated costs. The deposit must be paid prior to: ticket sales, publication or promotion of the event, execution of the contract, occupancy of space, or storage of equipment. Any renter who, in a previous rental with the Center, exceeded 90 days past due before paying his bill will be required to submit the entire estimated amount for the current request in cash or money order with the signed contract. Payment of an additional **55%** of estimated costs and event insurance certificate of liability are due two weeks before event. If not received, event will be cancelled and initial deposit forfeited. Entire 80% may be made in one payment at time of signing if Renter desires. Final **20%** of estimated costs and any additionally incurred costs will be billed within one week following the event.
- D. Event Agreement Information:** Once a Space Request Form has been accepted, the requestor will be contacted by the Center's Director and asked to meet to provide detailed information concerning the event. An Event Agreement cannot be entered into until this communication has taken place. After the above has been completed, each requestor will receive a full rental agreement package, including the Event Agreement (Contract), this Attachment (Scheduling and Usage Policies) and any other attachments necessary to the Event Agreement. Once an Event Agreement has been signed, initial deposit submitted, and Ticketing Services Request Form returned (if applicable), a copy of the fully executed Event Agreement will be returned to the requestor. Any event involving ticket sales at the Box Office will include a listing of the event on the Center's website five business days after the execution of the Event Agreement. Renters are required to sign a Change Order Agreement if a requested change in services and/or equipment results in a cost increase of more than 10% of the original estimate.
Note: No event shall be held in the Center without an executed Event Agreement and other appropriate documentation signed by both parties. This Event Agreement must be signed and executed no later than six (6) weeks prior to the event. If Center Management is not in receipt of a signed and completed Event Agreement six (6) weeks prior to the event date, the Center reserves the right to cancel the event and release the date. The Event Agreement must be fully executed prior to ticket sales, promotion of the event, occupancy of space, and storage of equipment.
- E. Ticket Sales:** All tickets to FMU Performing Arts Center events are sold exclusively through the venue ticket office. The venue has an agreement with the software company Etix. Ticket sales and promotion of an event cannot begin without a fully executed Event Agreement, which includes, completed Ticketing Services Request Form, Proof of Insurance, Deposit and a copy of 501(c)3 certificate where applicable. Five business days following the execution of contract, tickets will be available at the Box Office. Center will retain four house seats per performance/event to use at its discretion. All tickets are non-refundable. If Renter's event has multiple performances, Renter may approve ticket exchanges. If exchanges are allowed, the patron will incur an exchange fee determined by the Center's Director.
- F. Marketing Policy:** Advertising an event prior to event confirmation is prohibited and may result in denial of the request to use the Center. In all advertising and promotion for Renter's event, the FMU Performing Arts Center's name is to be used as a LOCATION ONLY. The Center's logo may not be used. FMU Performing Arts Center may not be indicated at the top of the publicity piece in title-style (such as "Appearing at FMU Performing Arts Center"). Event location should be indicated near the phone number and font size for FMU Performing Arts Center and must be no larger than the font size used for the phone number of where to call for tickets. Reference must read in a manner as follows: "Presented at FMU Performing Arts Center" or "For tickets, call FMU Performing Arts Center." If different wording is used, permission from the Center's Director must be granted. All ads must prominently state that the event is being presented by the Renter.
- G. Programs:** Renter is responsible for the production, printing, and delivery of the event program to the FMU Performing Arts Center. Event programs must be delivered to the Center staff at least two hours prior to the scheduled event. Center is responsible for the distribution of programs and will discard any remaining programs unless prior arrangements have been made.
- H. Disclaimer Requirement for Printed Materials:** Non-University individuals or groups may be asked to include the following statement in any printed materials related to a scheduled event: "Use of Francis Marion University Performing Arts Center does not imply University sponsorship."
- I. Sale of Merchandise and Concessions:** Souvenir programs, recordings and other merchandise may be sold at the Event Location, with prior written approval of the Center's Director and subject to the following conditions:
The Renter must request written approval of the Center's Director at least 30 days prior to the Event to sell merchandise. Sales are subject and subordinate to any pre-existing concession agreement(s) applicable to the Event Location. The Center's Director 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 Rental Supervisor or House Manager will inventory all merchandise prior to and after the conclusion of sales and shall conduct an audit of all sales to determine the appropriate commission. Prices charged for items must be clearly displayed and all displayed items must be for sale. Renter is individually liable for the reporting and payment of all applicable taxes for sales. Center's Director

reserves the right to refuse permission to sell or distribute any item that does not directly relate to the presentation of a specific event for which an Event Agreement has been issued or any item which in normal use or misuse may cause damage to the Center, its staff or patrons. One of the following commission rates will be applied to all merchandise sales: Fifteen percent (15%) on gross sales when non-Center personnel conduct the sales; or Twenty percent (20%) on gross sales when Center personnel conduct the sales. If the Center is required to provide the seller they shall be notified no less than one week prior to the event. Center retains exclusive right to operate all concessions, including but not limited to soft drinks, coffee, alcoholic beverages, food items, candy and confections before, during and after any events. Renter or third party acting on behalf of Renter may not obtain permits to sell alcohol or other concession items at the Center. For special circumstances (large festivals with vendors, etc.), the Center's Director must approve all items brought from outside sources. Center receives 100% on gross sales for concession items it provides. For some events, beverages are allowed in the theater if in a FMU Performing Arts Center beverage container, available for purchase at concessions. Food is not allowed in the theater at any time.

- J. Collections:** Renter shall make no collections, donations, or solicitations of money or goods of any kind on FMU Performing Arts Center premises without first obtaining written permission from the Center's Director.
- K. Licenses and Fees:** Except as otherwise provided herein, Renter shall obtain all permits and licenses required by the laws, ordinances, rules and regulations for Renter's event, including licenses to perform all copyrighted material. Renter is responsible for all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used or incorporated in Renter's event. Renter shall indemnify, defend and hold harmless the Center, Francis Marion University, and their agents from any claims or costs including legal fees which might arise from the use of any such material described above. Center shall, either prior to or subsequent to a performance, have the right to require any Renter to furnish satisfactory evidence that such Renter has obtained all such licenses.
- L. Rehearsals:** The rehearsal schedule must be included with the Event Agreement. It is understood that only the cast and production crew plus authorized representatives of the Renter and the Center will be in performance space during a rehearsal. An open rehearsal for invited patrons will constitute a performance with a full house staff on duty.
- M. Labor:** There is a minimum charge of (3) hours for any rehearsal time or labor assignment in conjunction with any event. Any amount of time up to three (3) hours is automatically billed at three (3) hours. Additional time beyond three (3) hours will be billed as incurred. Access for a 10-hour period between 8am and 11pm is the maximum time Renter can be in the space for any combination of rehearsal, set-up, and performance. More than ten hours within the 8am-11pm time frame will be billed at \$100/hour for space and regular labor rates. Requests for access outside of the above hours must be arranged at least 45 days in advance and will be billed \$250/hour for space and be subject to overtime labor rates. The FMU Performing Arts Center is not obligated to add additional time to the contract during a performance run because a show is running behind schedule. Rental is determined by the total time the facility is booked for the event (taken off-line so that other events cannot use the facility), not the amount of time the facility is occupied.
- N. Meal Breaks For Crew During Events:** When work continues for five (5) hours and does not exceed eight (8) hours, a one (1) hour unpaid meal break must be given. When a one (1) hour meal break is not given, a meal must be provided by the Renter with a thirty minute (30 min.) meal break in which to eat the meal – then work may continue upon discussion with the Rental Supervisor. If a meal break is not given in the time period stipulated, double the standard hourly rate will be paid until a break is received.
- O. Use of Center's Stage Equipment:** Only qualified personnel approved by the Center are allowed to operate sound equipment, lighting equipment, fly rail, or any other Center stage equipment. FMU Performing Arts Center reserves the right to use Center technical staff when safety or expertise is a consideration. Renter-supplied, qualified technicians may be allowed with prior approval from the Center.
- P. Fees for Stage Equipment Not Owned by Center:** Stage equipment which is rented for an event must be stated in the Event Agreement and approved by the Center's Technical Supervisor or Lighting & Sound Supervisor. Any rental equipment not in the Center's inventory is charged back to the Renter at the Center's cost. The Center is not responsible for providing any equipment requested later than two weeks prior to the start of the event. In the event the Center does provide said equipment at such a late request, it is subject to a 20% surcharge on the rental cost with respect to this equipment. If available, Renter must use equipment within the Center's inventory rather than similar equipment provided elsewhere unless approved otherwise by the Center's Director. Any additional equipment provided by the Renter must also be approved by the Center's Director. Excessive or extended use of Center equipment will be assessed an additional charge as determined by the Center's Director.
- Q. Non-profit status:** Non-profit organizations will be required to furnish evidence of non-profit status with the signed Event Agreement.

- R. Fee Waivers:** The Center's Director reserves the right to reduce or waive facilities and property charges where a compelling University or public need or interest is served; an example is using a designated facility as an emergency shelter for hurricane evacuation or other disasters. All requests for fee waivers must be submitted in writing to the Center's Director.
- S. Billing and Settlement:**
- a. An invoice for the amount due under the Event Agreement (less the deposit) will be issued within thirty (30) days after the close of the event. Payment is due within thirty (30) days after the date of the invoice. Box office statements are provided with the final settlement sent to the Renter. The Box Office can also provide Renter with a list of ticket purchasers and other direct marketing information for the event if requested.
 - b. If the Renter is due a payment based on venue expenses vs. ticket sales revenue, then payment to the Renter will be processed within 30 days following the event. An itemized settlement sheet showing the details of the settlement will be available one week following the event.
 - c. FMU Departments will be sent an itemized invoice to reflect the charges the Center submits to the Accounting Office on an IIT form.
 - d. All payments shall be made by check or money order payable to Francis Marion University PAC. Payments due to Renters following the event will be made by FMU University check.
 - e. All renters are subject to State of SC sales tax. Renter will be charged 8% sales tax unless tax exemption certificate is provided.
 - f. All outstanding balances must be paid prior to making a reservation for a future function. In the event a reservation is already in place, the contract cannot be executed with an outstanding balance.
 - g. If Renter does not pay final invoice by due date, a collections agency may be retained and Renter will be responsible for paying for their services.
 - h. If there are questions concerning a bill, please forward them, in writing, to: Director, FMU Performing Arts Center, 201 South Dargan Street, Florence, SC 29506 or e-mail them to: bsimmons@fmarion.edu. Renter may request, in writing, a review of charges within 30 days of issuance of the final bill.
- T. Cancellation or Changes Made by the Renter:** The Center shall claim as liquidated damages all deposits held and money owed on invoices outstanding if a Renter cancels an event anytime after the Event Agreement is signed. These outstanding amounts may include, but are not limited to: tickets printed, mailing fees, credit card charges, advertising, stage labor, administrative costs and equipment rental. Notice of cancellation of the use of any facilities and/or services must be made in writing no later than three (3) weeks prior to the event. Failure to provide such notice will result in Renter being billed the full rental or deposit charge. In the event of postponement of an event, all charges must be paid in full before a new event date will be confirmed. The deposit will be credited to the postponed event that is reconfirmed within 6 months of original confirmation.
- U. Cancellation Date, Following Execution of Event Agreement: Penalty**
- a. Greater than 6 weeks prior to event: 100% of initial deposit, plus ticket fees for all tickets sold
 - b. Between 6 weeks and 3 weeks prior to the event: 100% of amount on Preliminary Estimate of Costs Form (minus labor charges not incurred), plus ticket fees for all tickets sold
 - c. Less than 3 weeks prior to the event: 100% of amount on Preliminary Estimate of Costs Form, plus ticket fees for all tickets sold
 - d. If necessary to cancel during the weekend, due to proximity to the event date, Renter should call the Francis Marion University Campus Police at (843) 661-1109 and the Rental Supervisor for the event.
- V. Cancellation or changes made by the FMU Performing Arts Center:** Due to factors beyond the control of Francis Marion University, such as weather conditions, unavailability of the facility due to physical damage, or mechanical breakdown of support systems, Center may cancel a previously scheduled event without penalty. In the event of a weather emergency in which the University is closed, external events being catered and facility reservations may be cancelled. If an event is cancelled, the Center will contact the primary contact listed in the Event Agreement to discuss the cancellation and rescheduling opportunities.
- W. Insurance:** All non-campus Users must obtain and maintain liability insurance, at their sole expense, that covers the Event and all related activities and that names User and the FMU Performing Art Center and Francis Marion 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 Renter. 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; and shall contain a provision prohibiting cancellation except upon fifteen (15) days prior express written notice to all insured, including the FMU Performing Arts Center. User shall furnish a copy of said insurance policy or certificate of insurance to the Center no later than fourteen (14) days prior to the Event, and shall maintain such insurance throughout the period during which the Event and related activities occur.

Section III: General Regulations for all users

The following are general regulations that apply to all users of the FMU Performing Arts Center:

A. Sponsor Accountability:

The individual or group sponsoring an event is held accountable for the actions of the participants throughout the FMU Performing Arts Center grounds.

B. Observance of Rules and Policies:

Individuals or groups using the FMU Performing Arts Center shall assume full responsibility for adherence to University policies as well as all local, state, and federal laws regarding the use of Facilities. This includes but is not limited to policies stated on the University's website including the Code of Student Conduct as well as other University policies located in the Rights and Responsibilities section of the printed copy of the Student Handbook or the online version at www.fmarion.edu/students/handbook.

C. Denial of Use of Facilities:

Violation of any section of these Policies may result in individuals or group(s) being denied the privilege of continued or future use of the FMU Performing Arts Center. Appeals must be submitted in writing to the Center's Director within five working days of the issue being appealed. The appeals statement must contain grounds for the appeal and include all information presented for appeal. Decisions will be communicated to all parties within ten business days. All appeals shall be processed and heard, if at all, in the sole discretion of the Center's Director. The provision for appeal contained in these Policies shall not give rise to any procedural rights on the part of any individual or group, and by requesting use of the Center or any part thereof, the requestor shall be deemed to have waived the right to any other remedies than are provided for herein.

D. Supervision of Minors:

Groups with participants under the age of 18 must provide adequate adult supervision as determined by the Center's Director.

E. Alteration and use of the premises:

Renter shall not alter, repair, add to, deface, improve or in any way change the Center's premises in any manner whatsoever, without the prior written consent of the Center's Director. The Center's premises shall be maintained and vacated, as and when required, in as good condition as it is upon entry of the Renter therein, depreciation for reasonable wear and tear excepted. Damages or missing items may result in additional charges.

F. Decorations, Exhibits, and Displays:

Decorating and posting limitations must be discussed with the Center's Director at the time the event is scheduled. No tape, glue, tacks, Velcro, staples, pins, or nails are permitted on the walls, doors, floors, ceilings, glass, draperies, or woodwork of the Center without prior approval of the Center's Director. Doorways, hallways, corridors, staircases and fire exits cannot be blocked or obstructed; all fire alarm pull stations, hydrants, and extinguishers must remain unobstructed and accessible by someone in a wheelchair. Light bulbs may not be placed where the heat from the bulbs might create a fire hazard. The use of candles or incense is not permitted. Helium balloons are not permitted. Table centerpieces must be non-flammable or constructed of fire-resistant materials. Special effects equipment, such as smoke, fog and fire machines, sparklers, etc. is not permitted without prior approval of the Center's Director. Extra charges may apply if a Fire Marshal is required during the event. The use of glitter, rice, or similar materials in decorations and activities is not permitted. Decorations, exhibits, displays and directional signs must be removed immediately following the event or activity, unless the Center's Director has approved other arrangements. Francis Marion University (or its designated vendor) is not responsible for the loss of any materials, displays, gifts, favors or other items left in the Center or on the grounds. Any special needs for decorations, exhibits, and displays beyond the scope of this policy must be approved by the Center's Director.

G. Storage:

There is limited storage space available at the FMU Performing Arts Center. Items required for events may be delivered and stored on a short-term basis at the Center with prior written consent. Flammables and explosives may not be stored at the Center. The Center shall not be liable for any damage to property of the Renter from whatever source, internal or external, nor shall the Center be liable for any loss of property from or on premises, however occurring, or for any damage done to the effects of the Renter by an employee of the Center. If large trash items are left behind on purpose and not disposed of properly, Renter will be charged an additional cleaning fee.

H. Set Construction:

Set construction is not allowed at the FMU Performing Arts Center. We do not have a proper shop space and dust, noise, and space are constant concerns. We encourage designing sets to use stage weights rather than screwing into our deck for support

wherever possible. Renter must receive prior permission before screwing, nailing, or drilling into the stage floor. Painting is not allowed except for touchup painting with proper drop cloths in place. No spray painting is allowed.

I. Tools and Supplies:

FMU Performing Arts Center does not provide tools, consumable items, or office supplies. Please bring all hand tools needed to install items for your event. Please insure that you have an adequate supply of tape, scissors, staplers, pens, pencils, and the like. Masking tape and duct tape are not allowed. Colored electrical tape makes excellent spike tape. Center will supply lighting gel from our inventory.

J. Lost Articles:

FMU Performing Arts Center staff shall have the sole right to collect and have custody of articles left at the conclusion of a performance/event. Lost articles will be stored in the Box Office. Where lost articles can positively be identified to be the property of a patron or a Renter or his employee, Center staff will make every effort to reunite such articles with their owner. The Center will not be responsible for incurring any costs for returning such articles. After seven days, all unclaimed articles shall become the property of the Center to keep or dispose of as staff sees fit.

K. Security:

The Center reserves the right to require fire, police, or other security personnel for events. The need shall be determined based on the time, place, and type of event, anticipated crowd and any extraordinary requests from the Renter. Renter is responsible for all applicable charges. If an artist contract requires security, the Renter must notify the Center's Director, who will obtain said security for the Renter's event. All outside security agencies are subject to the direction of Francis Marion University Campus Police.

L. Broadcasting and Recordings:

Renter 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. Consent, if given by the Center, shall be set forth in a separate agreement signed by both Renter and the Center. Renter 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 staff reserves the right to confiscate equipment for the duration of the performance or evict violators. Renter shall include the following written credit line on any commercial recordings made within the Center: "Recorded at the FMU Performing Arts Center"

M. Photographs:

Renter 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. Consent, if given by the Center, shall be set forth in a separate agreement signed by both Renter and the Center. Renter shall be responsible for the payment of all fees, costs and personnel expenses and other charges related thereto. If the Renter shall desire to have photographs taken at an engagement, Renter shall make a request to the Center prior to the commencement of ticket sales.

N. Open Flame/Fog/Pyrotechnics:

The use of candles or any other open flame is not permitted on the premises without 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 and must get express written permission of the Center to use it. Pyrotechnic permits take a minimum of 30 days to process with the state; therefore, we require a 60 day minimum notice so that there is ample time to get University approval and apply for a permit.

O. 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, the Management of the FMU Performing Arts Center 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.

P. Backstage Areas and Access:

FMU Performing Arts Center reserves the right to assign dressing rooms to Renter and to reassign those rooms if necessary. The Green Room is provided for the mutual use of all personnel associated with all events occurring in the Center. It is not a private space. Dressing rooms, Green Room, backstage and stage areas must be kept clean, orderly and quiet. Multiple events may occur simultaneously. Renter must provide adequate adult supervision for all events involving participants under the age of 18. Audience members and guests will only be admitted backstage or in the Dressing Room/Green Room area 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 or to the Dressing Room/Green Room area. The escorting of audience members to these 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.

Q. Audience Seating Areas:

During rehearsal, set-up, and strike periods, Rental 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 Renter will be responsible for the clean-up of the area used. In the event that cleaning of the seating areas is deemed necessary due to a person or person(s) associated with Renter's event occupying the area, a cleaning fee will be assessed and charged to the Renter. 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. For some events, beverages are allowed in the theater if in a FMU Performing Arts Center beverage container, available for purchase at concessions. Food is not allowed in the theater at any time.

R. House Opening and Capacity:

The House will open ½ hour prior to the stated curtain time following consultation between House Management and the Rental Supervisor at each performance. Theatre seating capacity may vary according to configuration and technical requirements. There is no on-stage audience seating. The stated capacity for each venue as per the Event Agreement will be enforced.

S. Standing Room:

There is no standing room for any venues within the FMU Performing Arts Center. Due to fire codes, all aisles must remain free of obstacles. Standing or sitting in the aisles is not allowed under any circumstances. It is the Renter's responsibility to notify guests not adhering to the policy. Anyone in the aisles will be asked to leave the venue by the House Manager or Center staff.

T. Actual Start Time of Performance:

Actual start time of the performance will be decided by consultation including House Management, Ticketing, and the Rental Supervisor. It is the Center's intention to begin each performance at the published time.

U. House Announcement:

A house announcement (live or recorded) will be made before every public performance stating basic facility policies (no food or drink, no photography or video recording, silence cell phones, etc.)

V. Intermission:

Standard intermission will be 20 minutes in duration. Changes in number of intermissions or duration of intermission(s) must be stated in the Event Agreement so House Management can be made aware.

W. Box Office:

Box Office hours of operation are Monday thru Friday, 12-5pm. The Box Office will open 90 minutes prior to curtain time on performance dates and remain open until 30 minutes after performance begins. Access to the Box Office will be restricted to Ticketing personnel and the Center's Director.

X. Late Seating:

Late seating will occur during the first opportunity (break in performance). Until that time, audience members will be held outside in the Lobby. The appropriate "break" will be determined in consultation between House Management, Rental Supervisor, and the performer. How and where late arrivals are seated will be venue and performance specific.

Y. Medical Emergency Inside Performance Hall:

Should a medical emergency take place inside a performance space during a performance, the House Manager and Rental Supervisor will decide whether the performance should be stopped while the medical emergency is resolved. The Center reserves the right to determine if Paramedics/Emergency Medical Personnel need to be called for a specific incident.

Z. Coat Check Room:

The Coat Check Room and attendants are available upon request. Please see Rental Rates for fees.

AA. Smoking:

The FMU Performing Arts Center and its grounds are designated as tobacco-free. Renter shall be responsible for seeking adherence to smoking regulations for all performers and other personnel they bring into the building and shall be strictly liable for any violations of the Center's smoking regulations.

BB. Traffic and Parking:

The FMU Performing Arts Center does not control, nor can it reserve, parking for Renter or the staff and patrons of Renter. The Center patrons are directed to the City Parking Garage on Cheves Street, across from the FMUPAC stage entrance. The Center has on-site parking for handicapped patrons and a bus drop off lane. Parking at the loading dock 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 area risks removal at vehicle owner's expense. There is to be no idling in the loading dock area.

CC. Bicycles, Skateboards, In-Line Skates, Scooters and any motorized vehicle not needed for persons with disabilities:

The aforementioned items are not allowed inside the FMU Performing Arts Center. If they are found in the building, they will be removed from the premises and given to FMU Campus Police under the direction of Center Management. Retrieval of these items will be the responsibility of the owner.

DD. Animals:

Except for service animals (animals that are individually trained to perform tasks for people with disabilities), animals are not allowed in Center facilities.

EE. Objectionable Persons:

Center Management reserves the right to eject, or cause to be ejected, from the premises any objectionable person or persons. "Objectionable persons" are defined as any persons causing or threatening to cause (in the sole discretion of Center Management) any illegal act, disturbance, or nuisance in the Center, or any persons using inappropriate language, displaying inappropriate behavior or dress, or in any way deporting themselves in a manner that will diminish the enjoyment of others using the Center. Center management will not be liable to Renter for any damages that might be incurred through the execution of this right.

FF. Children's Attendance Policy:

We understand that occasionally you may wish to bring younger children to a show. The Center believes in exposing young people to the performing arts at an early and appropriate age. However, unless an event is designated for younger audiences, children under the age of 5 years will not be admitted to events at the Center. Renters and patrons are urged to confirm the appropriate age for a specific event with the Box Office and 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.

II. Ticketing Services:

All audience members, regardless of age, must have a ticket for entry. FMU Performing Arts Center Box Office will manage the ticketing for all ticketed events within the building regardless of Renter. Decisions about which events will be free and which free events will be ticketed will be made in consultation between Center Management and the Renter. The Ticketing Services Manager must approve any special offers or discount offers before any advertising can be done. Only one discount per patron or group will be allowed. Center Box Office will print tickets for events held in the Center that are not purchased through online ticketing at home. There will be a \$3.00 Ticket Processing Fee added to all tickets sold. All tickets mailed will be subject to a \$1.50 shipping and handling fee. Online ticketing is available by request for a \$3.50 per ticket fee. In the case of rental performances, when the event requires that the Box Office must remain open beyond 30 minutes past start time (due to circumstances caused by the Renter), a fee of \$10 per hour per staff member (above and beyond their hourly rate) will be added to the Renter's final invoice to accommodate overtime charges.

JJ. Catering:

The University Dining Services is the sole supplier of all food and beverage services for the Francis Marion University Performing Arts Center. All food and beverage items, for both Front of House and backstage events, must be arranged with Dining Services. Dining Services is also the sole supplier for alcoholic beverages at the Performing Arts Center. Alcoholic beverage services include the beverages, bartenders, and the provision of the appropriate beverage license. Dining Services may be reached at (843) 661-1262. For some events, beverages are allowed in the theater if in a FMU Performing Arts Center beverage container, available for purchase at concessions. Food is not allowed in the theater at any time.

KK. Alcohol:

The use or possession of alcoholic beverages at the FMU Performing Arts Center is prohibited except where permitted by Francis Marion University policy. The University will enforce federal, state, and local laws, as well as its own alcohol and drug policies. The purpose of the Alcohol and Other Drug Policy Summary located in the Rights and Responsibilities section of the Student Handbook (as well as policies contained in the FMU Faculty Handbook and the FMU Staff Handbook) is to address those areas wherein the consumption and/or possession of alcoholic beverages is permissible and to establish under what conditions such

consumption and/or possession is permitted. In accordance with Francis Marion University policy, the possession/use, distribution, sale or provision of alcoholic beverages to a person under age 21 by any person is prohibited.

LL. Drugs:

All State, Federal, and local laws will be strictly enforced. The possession of stimulants, depressants, narcotics, hallucinatory drugs, drug paraphernalia, and/or other agents having potential for mental or physical harm (except when these agents have been prescribed by a physician) is prohibited. Likewise, the selling, exchanging, and giving away of such drugs to any person not intended to possess them is prohibited. Prescribed medications should remain in the original marked containers.

MM. Weapons:

Possession and/or use of any weapons or simulated weapons including, but not limited to, firearms, BB/pellet/air guns, blow guns, paint ball guns, sling shots or other projectile weapons; hatchets, knives or other edged weapons; bows/arrows, explosives, fireworks, chemical components expelled by compressed gases (i.e. OC or pepper spray); impact weapons (i.e. nun chucks, slap jacks, or other martial arts type weapons); electrical shock devices (i.e. stun guns or Taser type weapons); dangerous/noxious chemical mixtures, incendiary devices, propelled missiles or other dangerous substances is prohibited by the Center and may be illegal.

NN. Liabilities and Limitations:

Francis Marion University, its respective officers, employees, agents, and assigns explicitly disclaim any and all liability, damage, injury, or death resulting from the use of its facilities by University or non-University individuals or groups, regardless of whether or not such liability, damage, injury, or death arises, in whole or in part, from the negligence of Francis Marion University, its Board of Trustees, its respective officers, employees, agents, and assigns. Further, University or non-University individuals or groups, their officers, employees, agents, or assigns shall hold harmless and indemnify, and by using the Center and thereby accepting these policies do hold harmless and indemnify, Francis Marion University, its Board of Trustees, its respective officers, employees, agents and assigns from any and all liability, damage, injury, or death resulting from the use of its facilities, regardless of whether such liability, damage, injury or death arises, in whole or in part, from the negligence of Francis Marion University, its respective officers, employees, agents, and assigns.