

SEPTEMBER 2, 2004

CENTER FOR THE ARTS
University at Buffalo
State University of New York
USAGE POLICY

INTRODUCTION

This Usage Policy is part of the Rental Agreement for the Center for the Arts of the State University of New York at Buffalo (hereinafter referred to as "CENTER") and the rules herein must be adhered to absolutely by USER(S) of the CENTER.

Should USER be found in violation of any of the provisions of this Usage Policy, the CENTER will immediately consider the Rental Agreement null and void and USER will forfeit all advance payments made to the CENTER and be liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs.

The aforementioned Rental Agreement and this Usage Policy are the only agreement between the parties relative to the Center for the Arts and no oral statements or prior written matter shall have any force or effect.

The Center for the Arts public spaces are managed by the State University of New York at Buffalo (hereinafter referred to as "UB"), and obligations rendered to the CENTER in this agreement must be rendered to UB.

It shall be the responsibility of the USER to completely inform the proper agents or employees of the USER concerning these rules and regulations. For clarification of individual rules, call the CENTER Associate Director.

All organizations using the CENTER must comply with all pertinent laws, regulations and codes of: the United States, the State of New York, Erie County, and the Town of Amherst.

CENTER FOR THE ARTS CONTACTS:

ASSOCIATE DIRECTOR	Sandra Fazekas 716-645-6917 [fazekas@buffalo.edu]
PRODUCTION DIRECTOR	Bryan Sidorowicz 716-645-6927 [bds@buffalo.edu]
BUSINESS MANAGER	Pamela Garvey 716-645-6255 [plgarvey@buffalo.edu]
EVENT/HOUSE MANAGER	Katherine Trapanovski 716-645-6759 Ext. 1388 [ktrap@buffalo.edu]
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Section I: BASIC PROVISIONS

1. FACILITY

- A. The CENTER will provide heat and air conditioning in compliance with Federal and UB energy guidelines, electrical power, water, and standard cleaning as defined by UB cleaning contract.
- B. NON-TRANSFERABILITY: Space assignments made to a particular USER are made exclusively for that USER. Space assignments may not be given, traded, sold or otherwise assigned from one USER to another. If a USER relinquishes a date, the date reverts to the CENTER and becomes subject to general scheduling.
- C. ASSIGNMENT OF SPACES: CENTER has sole authority to assign space to USER in its facilities. No CENTER space shall be utilized by USER other than that expressly assigned in the Rental Agreement without authorization of CENTER Management.
- D. EQUIPMENT AND LIMITATIONS OF FACILITY: USER accepts all equipment and/or physical limitations of the HALL. USER agrees that the CENTER shall not be required to provide any equipment not specified as being part of its regular inventory.
- E. All TENTS erected on UB property will comply with the Fire Codes of New York State (19NYCRR) as well as National Fire Protection Association (NFPA) Standard 102. The Office of Occupational & Environmental Safety (OES) must approve all tents erected and their location. Open flame or flammable/combustible materials shall not be permitted inside or within 20 feet from the tent regardless of weather. Tents may not be placed within 10 feet of buildings.

2. COMPLIANCE WITH LAWS AND LICENSING

- A. COMPLIANCE WITH LAWS: No activities in violation of Federal, State or Local laws, ordinances, rules or regulations or the opinion of the Board of Health shall be permitted on CENTER premises, and it shall be the responsibility of the USER, while under the terms and duration of this Rental Agreement, to enforce this provision.
- B. LICENSE/PERMITS/COPYRIGHTS: The USER shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by the Rental Agreement. The USER will assume all costs arising from the use of patented, trademarked, and franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. USER agrees to indemnify, defend and hold harmless the CENTER and UB from any claims or costs, including legal fees, which might arise from the use of any such material described above. The CENTER may require evidence of such licenses being in effect, such as ASCAP, BMI and SESAC, etc.
- C. FIRE/SAFETY CODES: All sets, costumes, props, flash pots, laser lighting equipment, and any other materials used by the USER must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibit smoking, flammable decorations, and pen flames, and explosive or inflammable fluids, gases and compounds must be observed. The CENTER may require written evidence that all such codes have been observed and that operators have the required license(s).

3. INDEPENDENT PARTIES

It is expressly understood that except for the contractual obligations set forth herein, the CENTER does not accept any responsibility for the supervision, direction, or control of services of USER's employees and/or agents in the execution of this agreement. It is understood that the USER signs this agreement in the capacity of an independent contractor and not as an employee or agent of CENTER and USER agrees to assume all liabilities normally accruing thereto.

4. CONTRACT REVIEW

CENTER Management reserves the right to review all contracts related to the presentation of an event, including contracts between users and performers, speakers, subcontractors, managers and others. CENTER Management may require changes to these documents to ensure compliance with CENTER policies. **The use of external security agencies is prohibited.**

5. USER REPRESENTATIVE

At the time of execution of the Rental Agreement, USER will furnish to the CENTER the name, address, and phone numbers of the USER's representative. **This representative will be the sole person authorized to make decisions, resolve problems and conflicts, or to negotiate any alterations in event procedure with the staff of the CENTER.** If USER must change representative, CENTER Management shall receive written notification of the change not later than eight (8) hours prior to such change.

6. INSURANCE

A. PUBLIC LIABILITY:

All non-UB users must present proof of appropriate liability insurance coverage to the CENTER Business Manager no later than 30 days prior to first use specified in this Agreement, in which the State University of New York and the University at Buffalo Foundation, Inc. are named as additional co-insured in the amount of One Million dollars (\$1,000,000.00), covering: injury to persons, including those resulting in death, and property damage, including damage to the CENTER, for all dates and times specified in this Agreement. For the purposes of liability insurance required to be carried, the CENTER shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the operation of the facility as distinguished from the presentation of the event in the facility and the USER shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the presentation of the event in the facility as distinguished from the operation of the facility.

B. INDEMNITY:

USER assumes the risk of all damage, loss, costs and expenses, and agrees to indemnify and hold harmless the CENTER and UB, its officers, agents and employees from and against any and all liability, damage, loss, costs and expense which may accrue to or be sustained by the CENTER and UB, its officers, agents or employees on account of any claim, suit or action for the death of or injury to persons or destruction of property involving USER, its employees, agents and representatives, sustained in connection with this agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the CENTER and UB or its employees acting within the scope of their employment. Non-university USER(s) of the facility may be required to provide a contract performance bond.

C. DAMAGE PAYMENTS:

The USER is responsible for all damage caused by any person associated with the production under their supervision. If the damage is not covered by the liability insurance, the USER will be held responsible for the costs. The additional charges will be included in the final invoice for payment. USER further agrees to leave the CENTER premises in the same condition as existed prior to USER's event, ordinary wear and use excepted. Any additional charges incurred because of an unusual amount of post-event cleanup will be borne by the USER. Pre and post-event inspection of premises by USER representative and CENTER representative may be arranged. The CENTER will not be responsible for any damage or loss to USER's property, or that of the USER's agents, employees, etc., no matter what the cause of such damage or loss.

7. SAFETY

- A. USER shall not obstruct the sidewalk in front of or the entrance to the premises, halls, stairs, lobbies, and audience chambers, nor allow the same to be obstructed in any manner. USER further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger any person on the premises or which is likely to constitute a hazard to property thereon. The CENTER shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal.
- B. Patrons or other non-stage personnel are prohibited from being on stage or in the wings at all times unless approved in advance by CENTER Management.
- C. USER must adhere to all University at Buffalo and State of New York safety policies and generally accepted standards applying to health, life, and fire safety. Questions may be directed to the University at Buffalo's Office of Environmental Health & Safety and/or the Department of University Police.

8. CANCELLATION

- A. If an event must be cancelled after it is publicly announced, the USER will immediately notify the CENTER Business Manager in writing regarding the cancellation. USER is responsible for publicizing the cancellation through the normal publicity channels and posting appropriate notices. At the discretion of CENTER Management, USER may also be required to furnish a representative to be at the event site at least one hour prior to the cancelled event's start time to inform those patrons who may not have otherwise been informed of the cancellation. If USER is unable to provide this representative, the CENTER will do so at cost to the USER.
- B. UB and/or the CENTER shall have the sole right to determine in good faith whether conditions of inclement weather or emergency circumstances warrant cancellation of an event.
- C. EXCUSABLE NON-PERFORMANCE: The parties shall be excused from further performance under this agreement upon the occurrence of one or more of the events listed below; provided however, that USER shall be responsible for pro rata rental fees and actual out of pocket expenses incurred by the CENTER or which the CENTER is obligated to pay as of the date of the event.
 - 1) Destruction of the HALL or CENTER, including any physical damage which, in the sole opinion of the CENTER, renders use of such space unsafe or impractical.
 - 2) Destruction or any physical damage to equipment to be used or needed by USER, which in the sole opinion of CENTER, renders the use of HALL or CENTER unsafe or impractical.
 - 3) Any act or regulation of public or governmental authority which, in the sole opinion of the CENTER, renders performance under this Agreement impossible or impractical.
 - 4) Any labor difficulties, civil tumult, strike, epidemic, or other cause, beyond the control of the parties, which, in the sole opinion of the CENTER, renders performance under this Agreement impossible or impractical.

9. INTERRUPTION OR TERMINATION OF EVENT

The CENTER shall retain the right to cause the interruption of any event in the interest of public safety, and to likewise cause the termination of such event when, in the sole judgment of the CENTER, such act is necessary in the interest of public safety.

10. FINANCIAL

- A. NON-PROFIT STATUS: Non-profit organizations shall submit to the CENTER proof of non-profit status upon return of signed rental agreement.
- B. REHEARSAL: All rehearsals must be scheduled and made part of the Rental Agreement. Only production personnel and USER representatives authorized by the CENTER will be permitted in the rented space during rehearsal.
- C. STAFF: CENTER Management shall have final authority to determine the staff necessary for an event, including: security, first aid, concessions, and any other activities associated with event. USER will be charged for staff aside from those included in basic rent.
- D. MERCHANDISE SALES: **For the privilege of the sale of merchandise, CENTER will receive 20% of net sales** (after deducting taxes) collected in cash at the end of the event. If CENTER is required to provide sales personnel, then the percentage of net sales to be remitted to the CENTER will increase to 30%. CENTER will collect Sales Tax unless other arrangements are made prior to the engagement and AGENT/ARTIST(S) confirms such arrangements in writing to UB.
- E. ROYALTIES (THIRD PARTY): Any royalty fees to BMI, ASCAP or SESAC and/or dues to AGVA, AFTRA or other union dues which may be required are not the primary responsibility of UB and user hereby indemnifies UB therefore.
- F. PAYMENT DEADLINES:
 - 1) An advance deposit, as specified in the Rental Agreement is required to confirm reservations for all events. **The CENTER reserves the right to cancel this Agreement if the timing of payments is not in accordance with the terms set forth in the Rental Agreement, and USER waives the right to receive refund of previously paid deposits.**
 - 2) The CENTER will provide a box office report and final expense report to the USER within ten (10) working days following the last day of use under this Agreement. Payment of the ticket revenues (if any) in excess of expenses will be made within twenty (20) working days following the last day of use under this Agreement. Reimbursement to CENTER of expenses in excess of ticket revenues (if any) will be due within twenty (20) working days following the last day of use under this Agreement. **Checks should be made payable to: "University at Buffalo"** and mailed to: Room 103 Center for the Arts, University at Buffalo, Buffalo, New York 14260-6000. Advance draws against box office receipts are not permitted.
- G. CANCELLATION BY USER: Should USER desire to cancel this Agreement and if notification is given in writing to the CENTER at least sixty (60) days prior to the date of scheduled event, the CENTER shall retain the advance deposit as liquidated damages, plus any additional expenses incurred, and the USER and the CENTER shall be relieved of any further obligations under this Agreement. USER is responsible for full rental fee and CENTER expenses if cancellation is within sixty (60) days of scheduled event. In the event the USER fails to appear, perform, and/or present, or defaults in the performance of the provisions of their contract for reasons other than those allowable by contract and riders, the CENTER shall be entitled to all payments due as if the contract had been fulfilled.
- H. REFUNDS: Should there be a cancellation, postponement, or any problem which would require refunding of ticket income, refunds will be handled by the USER according to a plan established by the USER and pre-approved by CENTER Management. USER agrees that the CENTER shall only reimburse the amount due to ticket holders whose tickets were purchased at the CENTER Box Office, and then only to the extent the CENTER is holding ticket proceeds in excess of the amounts owed the CENTER by the USER.
- I. NSF RESERVE (NOT SUFFICIENT FUNDS): The CENTER will retain a portion of the Box Office income to cover the possibility of bad checks. The actual dollar value retained will be based on the total dollar volume the CENTER Box Office collected on the USER's behalf. This reserve will be returned to the USER, less any uncollected checks, 30 days after the date of final invoice.
- J. CONTINGENCY FUND: In cases where USER wishes to settle on the night of performance, a contingency fund of 10% of total estimated charge will be held from receipts (or required in advance if Box Office income is insufficient) to allow for variations between estimated and actual invoice.
- K. PENALTY FOR LATE PAYMENT: **When final payment is not received as prescribed in the Rental Agreement, a late payment service charge on the unpaid balance at 1-1/2% per month will be added to the bill.**
- L. SOUND SYSTEM AND LIGHTING: Any special lighting (including follow spots, projectors), sound or other staging requirements beyond that included in the base rental of facility will be charged to the USER.
- M. SUPPLIES/MATERIALS USAGE: Shop supplies required in staging events will be charged to the USER.

11. PARKING

Parking is not permitted in the "Service Area", "Loading Dock", or service roads unless arrangements are made in advance with CENTER. **All vehicles parked on campus before 3:00 PM weekdays must display a registered University hang tag or guest hang tag, or park in one of the "paid lots" or at a meter.** Access to service lots is by appointment for loading and unloading only. Personal vehicles must be parked in regular lots with appropriate hang-tag.

Section II: TECHNICAL

1. STAGE PERSONNEL

A CENTER Production Manager is required for all events occurring on a stage. All stage personnel will be provided by the CENTER. The number and scheduling of technical staff is determined by the CENTER Production Director based on the technical requirements of each event. **ONLY authorized personnel are allowed to operate any theater equipment.**

Member(s) of the CENTER production department must be present on any and all occasions when CENTER performance venues are utilized.

2. UNIONS:

The CENTER professional staff, including all production and technical personnel, are represented by United University Professions (UUP). The CENTER is not an IATSE facility. No other union contracts may take precedence over UUP, CSEA, and Council 82 on campus.

3. REPRODUCTION

A. USER agrees that no recording, either visual or audio, of any kind will be made of the event covered by this Agreement without prior written approval from the CENTER and the express written consent of any ARTIST(S) involved in this event.

B. In the event that the USER wishes to have the event recorded, broadcast, televised or otherwise extended beyond the HALL, USER agrees that all time necessary for the installation, operation, and removal of all necessary equipment in the HALL will be accommodated within the time allocated by this Agreement. All installation, operation, and removal must meet generally accepted safety practices and standards and meet with the approval of the CENTER Production Director. All costs relative to such installation, operation and removal shall be borne by USER and CENTER shall not receive any fee, remuneration or compensation for any such extension of performance. CENTER shall be acknowledged in a mutually agreed upon fashion.

4. DELIVERY OF GOODS

A. Sets, costumes, and other materials belonging to the USER delivered prior to contracted time will not be accepted by the CENTER staff without written arrangements and additional charges to the USER. The CENTER makes no guarantee that space will be available to receive materials arriving early.

B. The CENTER will not accept any goods shipped to the CENTER for the USER, or for any person claiming to be acting for the USER, if any sum is to be paid the carrier upon delivery thereof.

5. SOUND/LIGHTING CONTROL

The CENTER Production Director must approve the sound and lighting control board operator(s) and may require that trained CENTER staff be assigned to those positions. CENTER Management reserves the right to control the final equalization and volume of sound for any event.

6. SET-UP AND STRIKE

All set-up and strike time must be scheduled and made part of the Rental Agreement. If allotted time is exceeded, USER will be charged for all additional time. USERS of sets, props, pedestals, art works, theatrical equipment and related materials in the CENTER are expected to remove these items immediately following the conclusion of their event, and return the spaces to their pre-event condition. All soft goods, equipment, and tools must be returned to their proper location and be in good working order. The stage floor must be cleared of tape and swept clean. The control booth must be restored to pre-event condition. In the event that a USER fails to remove the referenced materials immediately following the conclusion of their event, the USER shall be liable for the cost of removal and storage by the CENTER. The CENTER shall not be liable for any damage to property so removed. The CENTER Production Director is solely authorized to determination whether a strike meets the requirements as stated.

7. STAGE PREPARATION

All tape used on the stage surface must be of light adhesive and approved for use by the CENTER Production Director. The USER shall not allow nails, tacks, stage screws or similar articles to be driven or placed in any part of the premises without prior approval by the CENTER Production Director. The operation of the flying system can only be done under the control of trained CENTER staff member(s). Spike marks must be ribbon, not tape. All tools and/or loose objects must be secured when going to the loading rail, grid, lighting positions or up any ladder.

8. SUPERVISION/RESTRICTIONS

No rigging or stage equipment shall be used or changed without the prior knowledge and approval of the CENTER Production Director. All rigging will follow accepted theater practices. No painting is allowed on stage at any time. The movement of the fire curtain shall not be blocked in any way by scenery or stage materials/scenery/lighting. All stage equipment used in connection with any event, other than that provided by the CENTER, shall be approved by the CENTER Production Director, and shall be paid for by the USER. CENTER Management reserves the right to restrict or prohibit the loan or rental of CENTER equipment outside the building.

9. ARTIST HOSPITALITY

Service of all alcoholic beverages requires approval of the University Alcohol Review Board. Local, State, and Federal Law prohibit the unlawful possession and/or distribution of controlled substances; stimulants, LSD, hallucinogenic substances, and marijuana. Individuals (artist(s) and/or crew) found in violation of either the CENTER policy on possession and/or distribution of any controlled substances or non-approved alcohol are subject to immediate removal CENTER premises and arrest by University Police.

10. TIME

Time shall be of the essence in this Rental Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the CENTER, and all such additional time shall be paid for according to the schedule of fees fixed by the CENTER, if such permission is granted. **ALL TIME/DATE ADJUSTMENTS (e.g. curtain time) must be made in writing by USER and approved by CENTER a minimum of four (4) weeks prior to first day of use under this agreement.**

11. KEYBOARD USE AND TUNING SERVICE

Use of pianos and other musical instruments owned by CENTER must be requested a minimum of two (2) weeks in advance. Additional lead time may be needed if an event will utilize more than one instrument. Assignment of instruments is at the discretion of the Production Director and will be based on performance criteria, tuning and service requirements, and scheduling considerations. If a standby tuner is required, USER will be charged an hourly rate. USER is responsible for damage to any musical instruments provided by the CENTER for their use. Specifically prohibited are: attaching or fastening anything to pianos, removing lids from pianos, 'preparing' pianos or nontraditional performance techniques requiring manipulation of any interior parts of the piano, striking any part of the piano, etc. If a 'prepared' piano performance is to be programmed, arrangements must be made well in advance with CENTER to provide an appropriate instrument.

12. SMOKING

Smoking is prohibited in the CENTER. Smoking on stage is allowed only when specified in the script. If the script calls for smoking or the use of any fire, prior approval must have been obtained in the USER's contract.

13. SEATING ON STAGE

The USER will not permit or cause to permit audience seating on the stage, stage wings or in the aisles. The maximum occupancy of the Mainstage stage area is: performance area (within view of audience) with orchestra pit up: 193; performance area (within view of audience) with orchestra pit down: 160.

Section III: HOUSE

1. HOUSE MANAGER

CENTER will furnish at each event a House Manager to supervise the overall facility and event operation. The authority of the CENTER House Manager is absolute with regard to times of opening the Atrium lobby, opening the House, start of the program, length of intermission, safety of staff and audience and protection of the facility. The CENTER House Manager shall act with the authority of the CENTER Management in supervision of any front-of-house personnel supplied by the USER. The CENTER House Manager will be on duty one hour before curtain and will remain on duty until the house is clear.

2. PATRON SERVICES STAFF

The CENTER reserves the right to engage and supervise, through its House Manager, the services of all ushers, ticket-takers, and any other personnel deemed fitting and necessary (their number, appearance, training, etc.).

3. CURTAIN TIME/STARTING TIME

All events will start on time and may be delayed only in the event of unusual technical difficulties or extreme weather conditions. The HALL will be opened to audience one-half hour prior to scheduled performance time. **Under no circumstances will a performance begin or the intermission end without the express verbal permission of the House Manager.**

4. SECURITY

All security arrangements deemed advisable by the CENTER and University Police will be made by CENTER and will be billed to the USER. **USER shall provide to the CENTER House Manager a list of names of personnel to be admitted to non-public spaces.** Only those persons on the list will be admitted. University Police are responsible for all law enforcement and security at the CENTER. All security requests must be reviewed and approved by the University Police. University Police are the exclusive source for providing security at all events on the properties owned and operated by the University at Buffalo. **The use of external security agencies is prohibited.**

5. CONCURRENT USE

During the dates and times specified in this Agreement, the CENTER reserves the right to make available other public areas of the CENTER, including but not limited to lobby, vestibules, hallways, box office, lounges, for concurrent use by another USER, provided that such use will not unreasonably interfere with the use covered by this Agreement.

6. CONCESSIONS/MERCHANDISE SALES

- A. **CENTER has sole and exclusive authority to sell refreshments at any event in the CENTER.** CENTER shall have the right to sell its own merchandise at any performance. No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of CENTER Management.
- B. **Prior approval from CENTER for lobby or atrium merchandise sales must be obtained by the USER in advance of an event.** USER wishing to sell items such as recordings, souvenir programs, posters, etc., at the event must possess and display a valid Certification of Authority to collect New York State sales tax. USER not possessing a valid Certificate of Authority must make arrangements to have their items sold by an authorized CENTER representative who will collect the required sales tax, in addition to the CENTER commission (See: SECTION I, ITEM 10 D "Merchandise Sales" for information on fees.). Sales must be conducted in approved areas, and in no case shall be conducted in seating areas or outside of buildings, and will be conducted without loud hawking. CENTER Management reserves the right to prohibit the sale or display of items. A member of the CENTER staff will inventory merchandise prior to and following sales. Vendors must arrive no later than two hours prior to the scheduled start time of event.

7. DISPLAYS

Displays may be located in the lobbies and atrium only with advance approval of CENTER Management. Any unauthorized displays or postings will be removed. Placement of exhibits in front of main entrance doors of the CENTER (from doors the roadway) is in violation of Sec. 1011.3 of the Fire Codes of NYS (19NYCRR). Any damages to facility caused by either the posting or removal of displays, whether authorized or not, will be charged to the USER. **Nothing may be attached to wall surfaces. Helium balloons are not permitted in the CENTER.**

8. CATERED EVENTS

USER may select from a list of caterers currently authorized and contracted to provide food and beverage service in the Center for the Arts. A current listing of those caterers is available at any time. **Caterers not included on the authorized list are not permitted service events in the CENTER.** Serving of all alcoholic beverages requires approval of the University Alcohol Review Board a minimum of one month in advance of event.

9. SOLICITATION

No collections, donations or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the CENTER premises without first obtaining written permission of CENTER Management.

10. POLITICAL FUNDRAISING

No political fundraising tickets may be sold, purchased or transferred on campus, inside or outside of buildings. Similarly, no money or checks may be paid or collected on campus for such purposes.

11. ANIMALS

Animals are not allowed in the CENTER except for those animals assisting in the normal daily activity of individuals (e.g. seeing eye dogs). Animals used in performance may be brought into the CENTER, with advance approval from CENTER Management, only during actual rehearsal or performance.

12. SEATING ON STAGE

The USER will not permit or cause to permit audience seating on the stage, stage wings or in the aisles. The maximum occupancy of the Mainstage stage area is: performance area (within view of audience) with orchestra pit up: 193; performance area (within view of audience) with orchestra pit down: 160.

13. SEATING CAPACITIES/OVERFLOW SEATING/STANDING ROOM

All rooms have a certain maximum occupancy rating established by fire safety law. Certain venues will vary in capacity (e.g. the Black Box theatres), while other capacities will vary only occasionally due to special equipment or staging requirements.

Standing room or placement of portable seating in cross-over aisles (other than wheelchairs) is not permitted by fire safety and ADA law.

14. LATE SEATING

Late seating arrangements will be made separately for each performance, and will be mutually agreed upon by the USER and the CENTER House Manager based on their estimate of the least disruptive time to open the doors and allow people into the hall.

15. OBJECTIONABLE PATRONS

The CENTER House Manager reserves the right to have objectionable patrons removed from the premises. The CENTER shall not be held liable in any way for any damages that might be incurred through the exercise of this right.

16. SMOKING

Smoking is prohibited in the CENTER.

17. FOOD AND BEVERAGES

Food and beverages are prohibited in all theatres with the following exceptions:

- Food or beverage consumed on stage as called for in the script
- In specifically designated areas as part of a reception or meal approved by CENTER Management.

18. LOST AND FOUND

Any items found in the facility will be held in the CENTER Administrative Office (Room 103), and can be recovered with appropriate identification (if necessary). The CENTER will make reasonable effort to locate the owner of the goods. The CENTER assumes no responsibility for damages caused by the loss of the item(s). Items of value not claimed within five days will sent to University Police.

19. CAMERAS, AUDIO, VIDEO EQUIPMENT

The private use of cameras, with or without flash, and the private use of tape recorders by patrons is at the discretion of USER and artist management. USER shall inform CENTER House Manager in advance as to restrictions. The use of cameras, audio, and/or video equipment by members of the press requires advance permission of the USER, artist(s) and the CENTER Management. CENTER Box Office Manager will issue press or recording passes, which must be worn by the personnel using the equipment. Placement of audio and video equipment, and the locations from which pictures may be taken, shall meet the approval of the CENTER House Manager.

20. PAGING

Paging a member of the audience will be permitted only in the case of an emergency, and only before curtain, during an intermission, or after final curtain. An usher can notify a member of the audience of an emergency situation if the individual's seat number is known.

21. EMERGENCY MEDICAL TREATMENT

All expenses for ambulance service or emergency room charges at a hospital will be the responsibility of the person so treated.

Section IV: PUBLICITY/PROMOTION

1. HOUSE PROGRAM/PLAYBILL

- A. CENTER reserves the right to distribute to audiences, announcements and literature concerning future attractions to be held at CENTER venues, whether or not such attractions are under the auspices of the USER.
- B. USER must have prior approval of CENTER Management for in-house distribution of all slingers pamphlets, posters, or any other type of advertisement or promotional material.
- C. (1) The CENTER shall have the sole and exclusive right to publish the PLAYBILL for events contemplated under this Agreement, including but not limited to exclusive control over the layout, editorial content, distribution and sale of advertising for the PLAYBILL. USER will furnish CENTER Marketing Director with program information by the date specified in the Rental Agreement.
- (2) At the discretion of CENTER Management, USERS who do not have long-term agreements or frequent use status may be permitted to publish and distribute a PLAYBILL along with the CENTER PLAYBILL for one event within a 12-month period (January to December). Advertising is permitted in this instance; however, the entire PLAYBILL contents must be submitted for review and approval by the CENTER Public Relations & Marketing Director prior to publication by the date specified in the Rental Agreement. A CENTER information page (see attached sample) must be included in USER's PLAYBILL. Sufficient quantities of such PLAYBILL must be delivered to the CENTER House Manager a minimum of two (2) hours prior to the event.
- (3) Subsequent events held in the CENTER within the same 12-month period requiring a PLAYBILL by the same USER must be included in the CENTER PLAYBILL without advertising by the USER according to SECTION IV, ITEM 1C(1) above.

2. PROMOTION/PUBLICITY

- A. **USER shall not advertise or cause to be advertised, nor shall it publicly disclose that it shall present a performance or event or conduct any activity at the CENTER, until this Rental Agreement is executed by all parties according to the terms set forth and a deposit has been received by CENTER.**
- B. USER is responsible for advertising the event/performance. CENTER reserves the right to review and approve or reject advertising copy prior to publication. USER agrees to promote the event and to make every effort to secure the largest possible audience. Promotion/publicity shall not discriminate against or segregate patrons because of race, color, creed, religion or national origin.
- C. Unless event is officially (co-)sponsored by the CENTER or University, **USER shall not publicize event in any manner which may lead to the perception that the event is being (co-)sponsored by the CENTER or UB.** USER is prohibited from using the UB or CENTER logo in any manner and on any printed material without the expressed written consent of UB or the CENTER respectively.
- D. USER may use the name of the facility and the University solely in connection with the event for informative purposes and to publicize and advertise the location of the event/performance. **The building shall be identified as "Center for the Arts" and the campus as "University at Buffalo."**
- E. USER shall provide CENTER Management with the name of the person chiefly responsible for publicizing the event and a telephone number at which that person can be reached during regular business hours.

3. MARKETING GUIDELINES & PROCEDURES

- A. "On Sale Date" will not be announced until signed contract is fully executed.
- B. The "On Sale Date" to be agreed upon by all parties.
- C. All event information to be given to the Marketing Department no later than ten (10) business days prior to "on sale date."
- D. Event information, submitted in writing, must include the following:
 - Name, address and phone number of contact
 - Ticket prices
 - Group sales information -- discount and contact person
 - Ticket requests, holds, VIP seating, technical kills (in writing) prior to "on sale date"
- E. Up to and no more than six discounts per event.
- F. All discount information must be given to Box Office no later than ten (10) business days prior to "on sale date." All discounted prices must be submitted in writing.
- G. NO double or triple discounts will be allowed.
- H. Actual copy of each discount voucher or coupon must be submitted to the box office no later than ten (10) business days prior to on sale date.
- I. Price breaks -- use of preferred standard CENTER recommended breaks is preferred. Any variation to accommodate presenter requires an additional ten (10) business days to build.

J. All advertising copy must include the following information:

Date of event

UB Center for the Arts

Tickets: Center Box Office (Mon.-Fri. noon-6pm) & ticketmaster.com

CHARGE 852-5000 INFO: 645-ARTS CANADA 416-870-8000 www.ubcfa.org

PLEASE NOTE THAT "**645-ARTS**" IS EXCLUSIVELY AN **INFORMATION LINE**. TICKETS CANNOT BE PURCHASED AND RESERVATIONS CANNOT BE MADE BY CALLING THIS PHONE NUMBER. NO EXCEPTIONS WILL BE MADE REGARDING THE USE OF THIS PHONE LINE.

Radio copy must read: *To charge tickets call 852-5000! That's 852-5000!*

OR Tickets call 852-5000! That's 852-5000!

TV copy must read: *Date of event, UB Center for the Arts, 852-5000*

ALL PRINT COPY MUST BE FAXED FOR APPROVAL TO CENTER MARKETING DEPARTMENT PRIOR TO PRINTING!
Fax (716)645-6929. PRINT ADVERTISING, DISCOUNT VOUCHERS OR COUPONS, POSTERS, FLYERS NOT APPROVED WILL NOT BE HONORED AT THE CENTER FOR THE ARTS BOX OFFICE.

- Turn around time for print approval may take up to a no more than 24 hours.
- Print materials distributed before contract is signed will not be honored.
- CENTER logo is available for use in print advertising.
- CENTER will be referred to as *UB Center for the Arts, North Campus*
- A USER representative must be available to assist with "will call" the night of performance.

Section V: TICKETS AND BOX OFFICE

1. BOX OFFICE

The CENTER has a full service Box Office. **USER is required to utilize the CENTER Box Office and its ticketing service** and will be assessed a fee as specified in the Rental Agreement. CENTER Box Office will maintain regular weekly business hours. On performance days the CENTER Box Office will open one hour prior to curtain and remain open until first intermission or for thirty minutes after curtain time, whichever is less. **Entry to the CENTER Box Office suite is restricted to authorized personnel.**

2. TICKETS

Tickets must be used for all events to ensure that maximum capacity of HALL is not exceeded. For events with no admission charge, USER will be responsible for the cost of CENTER Box Office printing a specified quantity of numbered tickets for distribution at the door. USER shall provide in writing to CENTER Box Office Manager all applicable information regarding ticket pricing and discounts **a minimum of seven (7) days prior to the first date tickets are made available for sale.** A copy of any discount coupon(s) shall be included with this information. USER shall provide a short and accurate description of the performance containing: name of event, curtain time, short synopsis, information on artist(s), when intermission occurs and approximate length, total length of performance, any seating restrictions (e.g. blocked view), VIP seating reservations, and whatever a patron might typically wish to know about the event.

3. TICKET CONSIGNMENT

No ticket(s) shall be distributed from the CENTER Box Office without receipt of the full value of the ticket(s) at the time of distribution.

4. HOUSE SEATS

It is hereby agreed that for every performance held at the CENTER, **CENTER is entitled to receive complimentary tickets for use as "house seats"** and set aside by the Box Office in location(s) determined by CENTER. The number of house seats set aside shall be: 25 in the Mainstage; 10 in the Drama Theatre; 6 in the Screening Room, Black Box, and Rehearsal Workshop. Seats noted above cannot be released or sold without the express permission of CENTER. The primary purpose of house seats is to rectify reservation errors and seating problems; at the discretion of the CENTER, they may also be issued to VIPs and special guests. CENTER will use discretion in distribution and/or sale of complimentary and house seats and will account to USER for their use. A portion of unused tickets will be returned to the Box Office for sale not later than two hours before the start of event. A pre-determined number of house seats will be retained by the House Manager as "trouble seats."

5. AUDITS

- A. **EVENT AUDIT:** Event audit will be taken during event immediately after closing the CENTER Box Office. USER Representative may observe audit if desired. If USER Representative is not present, USER agrees to accept Box Office event audit as presented by CENTER. Event audits will be based on CENTER computerized ticketing system report.
- B. **RECEIPTS:** All receipts at CENTER Box Office will be immediately deposited in the CENTER Box Office account. Advance withdrawals by USER will be allowed only when written permission is granted by CENTER, and only after receipts have accumulated sufficiently to cover anticipated rental and/or additional billings.

7. PHONE TICKET ORDERS

Ticket orders may be placed over the phone (852-5000), and a surcharge will be added to the price of each ticket.

8. CREDIT CARDS

The CENTER Box Office accepts the following credit cards: VISA or Master Card. The Box Office complies with all state and federal laws regarding the confiscation of stolen, lost or canceled credit cards. USER shall bear the service charge costs for tickets for the USER's attraction, at whatever rate is currently charged by the credit card company, and shall bear responsibility for any charges which are uncollected.

9. PERSONAL CHECKS

The CENTER Box Office does not accept personal checks.

10. CANADIAN MONETARY EXCHANGE

Canadian currency can be used to purchase tickets -- the currency is discounted at the current exchange rate. We suggest that Canadian customers pay for tickets by credit card for the most favorable exchange rate.

11. REFUND OF TICKET REVENUE

CENTER retains the right to make determination regarding ticket refunds. This shall include, but not be limited to, seats blocked by equipment when an exchange for comparable or better location is not possible; failure of projection equipment; failure of an event to start within reasonable time of schedule provided by USER. Refunds should be given where the tickets in question were purchased. If there is any question whether ticket was discounted, the Box Office will make the determination concerning the amount to be refunded.

PATRON INFORMATION

BOX OFFICE

Telephone (716)645-ARTS, Fax: (716)645-6973

TICKET SERVICES

In Person: "15-minute" parking spaces are marked and available on Coventry Loop in front of the Center. Cash and select credit cards are accepted.

By Fax: You may fax your order 24 hours a day, but first call (716)645-ARTS (during Box Office hours) to request a fax form.

Ticket Master: Tickets are available at all Ticket Master locations and Kaufmann's stores throughout the area, charge by phone (716)852-5000, or purchase online at www.ticketmaster.com. The Center for the Arts maintains a no refund policy.

Will Call: The Box Office opens one hour before performances. Proper identification (including credit card) is required for all prepaid tickets.

Group Sales: Group sale discounts are available for most performances; group sales are arranged through the Marketing Department 645-6771. **Discounts/Coupons:** Discounts may be available for some performances. Please direct your inquiries to the Box Office for specific performances.

LATE ARRIVALS

Late arrivals will not be seated until a suitable break in the performance, or at the discretion of the ushers, and may not be seated in their exact seating locations until intermission.

PARKING

Free after 3 p.m. and on weekends. Patrons arriving before 3 p.m. on weekdays are advised to use metered parking. Parking is available in Slee, Baird, Jacobs, and Special Event Lots. Overflow parking is also available behind Alumni Arena.

ACCESSIBILITY

The Center for the Arts is accessible to people using wheelchairs or with restricted mobility. Ample wheelchair seating locations are available. Tickets for wheelchair seating locations must be requested at the time of the ticket purchase. Upon arrival, the ushers will direct you to the appropriate area. It is suggested that you arrive at the Center at least one-half hour prior to curtain time. The front entrance to the Center is equipped with power doors for easy accessibility. Assistive listening devices are available free to audience members. These devices can be checked out at the coat check before the performances. Parking for persons with disabilities is available at various locations, including Slee and Baird lots and spaces adjacent to Slee Hall.

EMERGENCIES

In case of emergency, contact the House Manager or nearest usher. In the event of a fire or other emergency, follow house staff directions and walk to the nearest exit as instructed.

RULES/RESTRICTIONS

All cameras and recording devices are prohibited. Please check cellular phones and pagers at the coat check stand and leave your seat location with the attendant. We will deliver a message to you if necessary. Out of respect to the performers and audience members, please do not allow these devices to sound off. Please also turn off wristwatch alarms.

CONVENIENCES

Smoking: Smoking is not permitted in the building.

Food and Beverages: Refreshments are available in the Atrium before and during intermission for most performances.

Food and beverages are not allowed in the theaters proper. Drinking fountains are available in the Atrium and lower level near the stairs. Vending machines can be found in the lower level.

Coat Check: Coat check service is available on the first floor in the Atrium for most performances. This is a free service, but donations are greatly appreciated to help us support our volunteer program.

Public Telephones: Public telephones are located on the first floor near the entrance.

Lost and Found: Items found in the Center will be held at the coat check during performances and the Center Administrative Offices (Room 103) during the day. Items can be recovered with appropriate identification (if necessary). The Center assumes no responsibility for damage caused by the loss of the item. Valuable items not claimed within five days will be turned over to University Police; remaining items will be given to charity.

Rest Rooms: Rest rooms are located in the Atrium and on either side of the stairs on the lower level. Restrooms are wheelchair accessible.

Children: Parents should exercise their discretion in deciding what events their children will enjoy (or call our Box Office for program suggestions). Please remember, regardless of age, everyone attending an event must have a ticket.

Theaters: Performance spaces within the Center include: Mainstage (1748 seats); Drama Theatre (388 seats); Screening Room (210 seats); Black Box and Rehearsal Workshop (185 seats).

PHONE NUMBERS

(716)645-ARTS Box Office and 24-hr. information; (716)645-6973 Fax; (716)645-6259 Center Administration; (716)645-6912 University Gallery

CENTER FOR THE ARTS
University at Buffalo
USAGE POLICY ACKNOWLEDGEMENT

PLEASE SIGN AND RETURN THIS PAGE ALONG WITH THE SIGNED RENTAL AGREEMENT

**[REMOVE this page from the Usage Policy and return it with the signed Rental Agreement.
RETAIN the rest of the Usage Policy for your reference.]**

USER ACKNOWLEDGES RECEIPT AND REVIEW OF THE CENTER FOR THE ARTS USAGE POLICY

USER: _____
(organization)

BY: _____
(name, please print)

SIGNATURE: _____

TITLE: _____ DATE: _____

USER's representative:

This representative will be the sole person authorized to make decisions, resolve problems and conflicts, or to negotiate any alterations in event procedure with the staff of the CENTER.

NAME: _____
(please print)

PHONE: _____ FAX: _____

E-MAIL: _____

Person chiefly responsible for marketing/publicizing event for USER:

NAME: _____
(please print)

PHONE: _____ FAX: _____

E-MAIL: _____

RETURN TO: Associate Director
103 Center for the Arts
University at Buffalo
Buffalo, NY 14260-6000