



# **FACILITY POLICIES — ADDENDUM 1A**

## **General**

### **1. HAZARDS —**

If the Fairfield Arts & Convention Center, in its sole discretion, determines that a proposed event poses a potential hazard to public safety, the event may be cancelled or denied. No user may install or operate equipment, fixtures, or devices; nor operate or permit to be operated any engine, machinery, or use gasoline, electricity or flammable substances in the facility except with prior written approval of the Executive Director, and under such conditions and restrictions as the Executive Director may specify. All electrical connections must meet requirements of Article 520 of the National Electrical Code regarding the use of electrical cable, and be made under the direction of the staff of the Fairfield Arts & Convention Center. All house equipment must be operated by Fairfield Arts & Convention Center personnel. No equipment, device or fixtures may be used which, in the opinion of the Executive Director, endangers the structural integrity of the facility.

**2. SIGNS AND DISPLAYS —** No signs, messages or other materials may be posted, displayed, distributed or announced in, on, or adjacent to the Fairfield Arts & Convention Center without prior written approval from the Executive Director. Such materials may not be fastened to any part of the facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety.

**3. RECEIPT/CUSTODY OF LESSEE PROPERTY —** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises by or for the Lessee, the Lessor shall act solely for the accommodation of the Lessee and neither the Lessor nor any of its agents or employees shall be a bailee or liable for any loss, damage or injury to such property.

**4. LOST AND FOUND —** The Lessor shall have the sole right to collect and to have the custody of articles left in the building by persons attending any performance or event given or held in the demised premises, and neither the Lessee nor any person in the Lessee's employ shall collect or interfere with collection or custody of such articles.

**5. PUBLIC ANNOUNCEMENTS —** Lessor reserves the right to make public announcements during intermissions and other such times as will not unreasonably interfere with Lessee's performances. Said public announcements may relate briefly to "future attractions" at the Fairfield Arts & Convention Center or to the welfare and safety of those attending the performance. Lessee is prohibited from making public announcements, other than those which pertain to the event for which this Agreement is made, without prior written approval of the Lessor. Lessee agrees to submitting a typed form of all public announcements which Lessee intends to make. Lessee will not make any public announcements in connection with a performance in other locations which Lessor, in its discretion, considers to be in competition with the Fairfield Arts & Convention Center, without Lessor's written approval.

**6. RIGHT TO INSPECT —** The Fairfield Arts & Convention Center shall at all times be under the control of Lessor which shall have the right at all times to enter the premises to examine the same and to perform Lessor's duties.

**7. PRODUCTION REQUIREMENTS —** Lessee shall file with the Lessor, at least fourteen (14) days prior to the event which is the subject of this Facility Requisition, a full and detailed outline of Lessee's requirements for the facilities to be used, including but not limited to all stage, sound, lighting, chair or table setups, and such other information as may be required by the Lessor concerning such event. All public address or sound reinforcement requirements shall be submitted to Lessor not later than two (2) weeks prior to the performance and are subject to approval. (See Addendum 2)

### **8. OPERATING PERSONNEL, SERVICES AND EQUIPMENT**

A. Use of the Fairfield Arts & Convention Center does not grant the Lessee control of the staffing for patron services. Lessee will designate, and provide at Lessee's expense, additional personnel and services in connection with Lessee's use of the premises, as may be required by Lessor or Lessee including, but not limited to: HVAC engineer, EMT, PBX operator, ticket seller/taker, usher, program and novelty salespeople, standby fire person, stagehand, traffic controller, event cleanup and security. Lessor shall also provide such equipment at Lessee's expense as Lessee shall timely and reasonably designate at rates specified on the Schedule of Rates (see Page 8). Equipment may include but is not limited to equipment such as the electronic message center, the public address system, special electrical uses or rigging.



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- B. Meal Penalty: Lessee shall provide one hour break after a consecutive schedule of five (5) hours or Lessee shall provide for meals, as stipulated in #3 of the Technical Polices (See Page 4).
- C. Minimum staffing requirements - see Addendum 3.

#### **9. PROPERTY RESTRICTIONS**

- A. Lessee shall not use or permit the premises to be used for any purpose other than that set forth hereinafter.
- B. Lessee further covenants and agrees:
  - 1. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways free and clear;
  - 2. To refrain from injuring or defacing the premises or any part thereof and not to drive or permit others to drive nails, tacks, or screws into any part of the premises or furnishings located therein or to apply tape or other materials to the walls;
  - 3. To make no alterations in the authorized areas;
  - 4. Not to use or permit the use of any element, such as water on stage which could damage the facility;
  - 5. Not to use or permit the use of flammable tissue paper, crepe paper, or materials for decorative purpose or any combustible liquid or substance unless the same has first been approved by the Fairfield Fire Department;
  - 6. To provide an intermission of not less than fifteen (15) minutes during every public performance which is in excess of one hour duration, except religious services.

**10. CONTENT RESTRICTIONS** — No performance, exhibition, or entertainment shall be given or held in the Fairfield Arts & Convention Center which is indecent, obscene or immoral, including nudity and graphic obscenities (see Obscene Conduct Laws, Iowa Code,). Should any such performances, exhibition, or entertainment or any part thereof, be deemed by the Lessor to be indecent, obscene, immoral, or in any manner publicly offensive, Lessor shall have the authority to stop such event or to demand the removal of objectionable subject. If the Lessor should exercise its prerogative hereunder, all rental and other fees due to Lessor will remain the property of the Lessor and any unpaid charges arising under this agreement shall be considered payable by Lessee. Lessor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons. The Lessor shall not be liable to the Lessee for its actions under this paragraph.

**11. SMOKING** — The Fairfield Arts & Convention Center Board of Directors has established a non-smoking policy, for the entire complex.

**12. ALCOHOLIC BEVERAGES** — Under the policy of the Fairfield Arts & Convention Center, all alcohol for sale at concessions, special events or for artist dressing rooms inside the Center, must be purchased through the Center.

**13. INGRESS/EGRESS** — All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of the Lessee shall be brought into or taken out of the building only at such entrances/exits as may be designated by the Lessor.

**14. INTERRUPTIONS** — Lessor shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of the Lessor such act is necessary in the interest of public safety. In such event, Lessee waives any and all claims for damages or compensation from Lessor.

#### **15. ADVERTISING**

- A. Lessor will receive full advance information as to the nature and content of any performance, exhibit, entertainment, or advertising relating to Lessee's use of the Fairfield Arts & Convention Center. Lessee agrees that no such activity, or part thereof,



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shall be given or held if Lessor makes written objection to same on the grounds of violation of any law, Lessee's inability or failure to uphold event advertising claims, or violation of any terms and conditions relative to the nature and general content of Lessee's use of the Morrison Center at the time of completion of this Facility Requisition agreement.

B. Any advertising, whether television, newspaper, program, poster, outdoor, transit or other print advertising, must utilize the Fairfield Arts & Convention Center logo and/or the Sondheim Center logo which will be provided by and available from the Lessor. All advertising and promotional material for public events including, but not limited to newspaper, television, radio, posters or brochures, must also contain ticket or admission prices, unless otherwise specified by the Lessor.

16. **LAWFUL ACTIVITY** — In carrying out its obligations under this Facility Requisition, Lessee shall comply with all rules, regulations, laws and ordinances of the United States, the State of Iowa, the City of Fairfield and those established by the Fairfield Arts & Convention Board of Directors, and Lessor for the Fairfield Arts & Convention Center. The Lessee shall have the responsibility for obtaining all permits or licenses required by the laws, ordinances, rules and regulations of the City of Fairfield or the State of Iowa.

17. **COMPLIANCE WITH LAWS** — The Lessee will not do, nor suffer to be done, anything on the premises or parking area adjacent hereto in violation of any laws, ordinances, rules or regulations. If the attention of the Lessee is called to any violation on its part, or of any person employed by Lessee or admitted to the Fairfield Arts & Convention Center parking area, the Lessee will immediately desist and correct the violation. The Lessee shall be responsible for, and shall pay, all taxes, charges, fees, licenses and permits, whether federal, state, county, or city, due on account of its business and other permitted activities engaged in under this Facility Requisition agreement.

18. **TICKET SALES** — All tickets are sold through the Sondheim Center Box Office using the following procedures:

- A. Call the Sondheim Center Ticket Relations Director, 641-472-2000, at least six (6) weeks prior to the event date in order to set a first-day-of-sale date. Administration approval is required. Once ticket prices are provided, the information will be listed on the monthly Calendar of Events.
- B. All ticket information including ticket header, prices, holds and discounts must be submitted to the Ticket Relations Director no later than two (2) weeks prior to first day of sale. This should also include any vouchers for performers, family etc. Noncompliance with these rules will incur additional costs.
- C. All comps, pulls, and special ticket lists must be submitted to the Ticket Relations Director in written form at least 24 hours prior to the date tickets are needed. A ticket charge, based on ticket price, will be applied at settlement for all comps and pulls removed from inventory.
- D. All settlements will be ready immediately following the performance.



## **FACILITY POLICIES — ADDENDUM 1A Technical**

1. **LESSEE**

**STAGE MANAGER** – A single, decisive line of communication must be established between the Center’s Technical Staff and the Production Company. This responsibility is assumed by a Production Stage Manager. For the sake of expediency and efficiency, the Center requires that every production assign a Stage Manager to be on duty from load-in through load-out. All requests and decisions are to be routed solely through this individual. Please provide the Center with the name of this liaison no less than two weeks prior to event date. Load-in will not commence until a Stage Manager is appointed.

2. **NO FOOD OR DRINK ON STAGE** – This policy is vital to maintaining the safety, functionality and appearance of the Center’s stage house. To promote the smoothest operating conditions, the Center requests Lessee designate someone within the company to enforce this policy during the entire run. In certain pre-approved circumstances, water only, in a sports or screw-cap bottle, may be allowed on stage and in the orchestra pit. Damage resulting from food or drink on stage will be the responsibility the Lessee.

3. **CREW PRODUCTIVITY AND SAFETY** – After five consecutive hours worked, personnel must receive a one-hour meal break. If such a break does not occur, double-time will be charged for each additional hour until a break occurs. In lieu of a full one-hour break, lessee may opt to cater a complete meal.

4. **UNAUTHORIZED ACCESS** – For security and liability reasons, protecting both the Lessee and hall, unauthorized persons will not be allowed backstage (i.e., on-stage, scene shop or dressing rooms). (See item 18 below)

5. **SAFETY STANDARDS** – It is lessee’s responsibility to ensure that all sets, scenery, props, special effects, etc. comply with safety codes and regulations put forth by all regulatory agencies including, but not limited to: OSHA, National Electrical Code and Iowa State Fire Marshal. This includes fireproofing and appropriate hand rails on platforms. The Center will not allow the use of hazardous property.

6. **TECHNICAL REQUIREMENTS** – Lessee shall file with the Center, at least 14 days prior to the event, a full and complete listing of all technical requirements for the production, particularly those to be fulfilled with facility equipment. Special effects designed by the Lessee must also be declared no later than 14 days prior, in order to allow sufficient time to consult with appropriate Staff, Fire Marshal. Approval for use of special effects must be granted by the Center prior to load-in.

7. **LESSEE’S PERSONNEL INSURANCE** – Lessee has the right to supply personnel to assist in load-in/out, setup and production, provided these individuals are covered under Iowa Workers Compensation Insurance. Such coverage must be separately declared on the required Certificate of Insurance (item 21 of the Lease Agreement).

8. **SONDHEIM CENTER EQUIPMENT** – Sondheim Center equipment may be operated only by personnel hired and trained by the Center. Center equipment shall not be moved, altered, or used in any manner other than that for which it was intended, without the consent of the Center’s Executive Director or Technical Director . Requests for exceptions to this policy must be submitted in writing no later than two weeks prior to the event.

9. **SUPPLEMENTAL EQUIPMENT** – Supplemental equipment, not owned by the Center, is the responsibility of the Lessee to supply. If the Center acquires supplemental equipment on behalf of the Lessee, all associated costs, plus an additional handling fee, shall be charged back to the Lessee.

10. **SMOKING PROHIBITED** – Iowa state law prohibits smoking inside the Center. Lessee is responsible for monitoring adherence to this policy.

11. **DRESSING ROOMS** – The dressing rooms shall be treated with respect and left in reasonable condition. Costs for damages, vandalism or excess cleaning will be charged back to the Lessee.



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12. **SCENE SHOP** – The Scene Shop is a work area designed primarily for the conveyance, repair and temporary storage of sets and scenery. However, Lessee has the option, with prior notification to the Center’s Administration and coordination with production-related activities, of using this area to serve meals.
13. **GREEN ROOM** – The Green Room may be utilized as a post-show “meet & greet” space for the public (9 person maximum) provided these persons are escorted to and from the secure entry by an authorized person.
14. **REHEARSAL ACCESSIBILITY** – Use of the front of house (lobby, crossovers) during rehearsal times may result in additional cleaning or labor charges. Prior notification of such use is requested. Rehearsals will otherwise be considered closed to the public with only production personnel allowed access to the hall. The Center considers attendant bus drivers and an appropriate number of chaperones to be production personnel.
15. **DESTRUCTION OF PROPERTY** – Undue wear and tear or destruction of equipment, walls, floors, carpet, etc., shall be charged back to the Lessee at the time of settlement or at a later date.
16. **AUDIO/VIDEO RECORDING** – Lessee is liable for obtaining any and all copyright and contractual permissions prior to allowing any recording to occur. A Hold Harmless letter, assigning such responsibility, is available from our office and must be signed by the Lessee prior to the performance. Any potential obstruction of seating must be cleared through the Center’s Box Office Manager prior to the sale of these seats.
17. **GOOD CITIZEN CONDUCT** – “Good Citizen” conduct, applied to both language and actions, is expected and required of all individuals occupying the Center, as well as the Center’s Staff. Lessee is urged to bring any instances of unbecoming conduct by Fairfield Arts & Convention Center staff or any other individuals to the immediate attention of the Administration.

18. **ENHANCED SECURITY** – As of Oct. 1, 2007, the following measures are in effect:

### **LOBBY**

- Signage will be deployed to alert patrons to heightened security measures.
- No backpacks will be allowed into the lobby on event days.
- It was unanimously agreed that a visible, uniformed security presence was desirable on certain occasions.
- Deliveries for productions will only be accepted in the presence of a known representative of the presenter. - Random searches of large purses, baby bags, etc. at the discretion of officers and FA&CC administration.

### **BACKSTAGE**

- Unless otherwise arranged in advance, only one backstage entrance will be used by all.
- Presenters will provide the Center with an alphabetical list of all performers, crew, volunteers, and administration personnel to be permitted into the backstage area.
- Presenters will provide each of the above persons with a day pass consistent with the following parameters (a pre approved waiver may be granted for certain circumstances):
  - a. The pass shall be a different color for each day.
  - b. The pass shall be dated for that day only.
- Presenters are requested to provide a person to expedite personnel identification during peak arrival times. - Presenters will identify one person to approve all deliveries made to their event.
- Performer backpacks will not be allowed backstage. Instrument cases will be allowed with prior approval.

**IMPORTANT NOTE CONCERNING PASSES:** For events with multiple organizations, one organization will be responsible for issuing passes. All passes should be printed on the same stock with the same font. Unique fonts and colors are desirable. For obvious reasons, choices of color and design and the generation and distribution of passes should be accomplished as close as practical to the usage date.

**Failure to comply with these and any other normally accepted theatrical practices shall be addressed under the guidelines of the Lease Agreement, and Fairfield Arts & Convention Center staff and Board of Directors..**