



Missouri StateTM
U N I V E R S I T Y

**JUANITA K. HAMMONS HALL
FOR THE PERFORMING ARTS**

**2008-2009
Operations Policy Manual**

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JUANITA K. HAMMONS HALL FOR THE PERFORMING ARTS
(Missouri State University)

2008-2009
OPERATIONS POLICY MANUAL

INTRODUCTION

Juanita K. Hammons Hall for the Performing Arts (hereinafter referred to as JKHHPA) is owned and operated by the Board of Governors of Missouri State University (hereinafter referred to as MSU) for the primary purpose of serving the students and citizens of Missouri.

The facilities of JKHHPA are available for use to all individuals, organizations, and corporations on a non-discriminatory basis under the terms and conditions set forth in this **Operations Policy Manual** and pursuant to a fully executed **Use Permit Agreement** (hereinafter referred to as "Permit Agreement"). No attempt shall be made on the part of JKHHPA Management (hereinafter referred to as "Management") or MSU to impose prior censorship or review of the material to be presented during an event. All Permittees and patrons, however, will be responsible for compliance with all local, state, and federal laws in addition to the ordinances, policies, and regulations of the city of Springfield and the Board of Governors of Missouri State University.

The material contained in this **Operations Policy Manual** is deemed to be an adjunct and integral part of all Permit Agreements and is made so by reference in Paragraph 3 of each agreement. This manual is also intended to be used as a guide for potential Permittees.

The Management of JKHHPA may, by specific exception or amendment to the main body of a Permit Agreement, alter sections of this **Operations Policy Manual** to better suit the needs of specific events. However, in the absence of written changes, all policies set forth in this manual shall be in full force and effect as stated herein.

Modifications to this **Operations Policy Manual** may be made in the main body of a Permit Agreement, particularly in the case of those local-based, non-profit organizations which work at JKHHPA on a regular basis from season to season. These organizations will be given the opportunity to negotiate with Management a seasonal Permit Agreement with special provisions, terms, and considerations which will take into account the nature of their activities and volume of use.

**JUANITA K. HAMMONS HALL FOR THE PERFORMING ARTS
OPERATIONS POLICY MANUAL**

ARTICLE I. BUILDING HOURS AND SCHEDULING

Article I. Section 1. Master Calendar - Space Reservations

CALENDAR:

JKHHPA will maintain a five-year running calendar of activities and will accept tentative event date reservations for potential lessees for available dates within the five-year period. All dates are initially reserved by JKHHPA until completion of their season schedule. Reservations for all lessees will remain tentative until the date is released by JKHHPA and an agreement is signed and the required deposit is received.

SCHEDULING AND DEPOSITS:

Events will be scheduled and reserved on a tentative basis until such time as a second request for use of the same space at the same time is made. At this time the individual or organization first requesting the date will be asked to make a deposit equal to 50% of rental rate for the space. This deposit will be due from the first requesting party within forty-eight hours of the request by JKHHPA Management. If the first requesting party chooses not to make the deposit, the date will be released to the second requesting party upon payment of a similar deposit. At this point, a Permit Agreement will be issued to whatever party has made a deposit.

Each Permit Agreement will have a stipulated cancellation date after which time all deposits previously paid to hold reservations shall be presumed to be damages sustained by JKHHPA and the deposits shall become the property of JKHHPA and shall not be refunded. Either party may cancel their Permit Agreement without any obligation by giving the other party written notice at least sixty (60) days prior to the first date of use of the facilities herein described. In the event the Permittee cancels this Agreement at any time within the sixty day (60 day) period immediately preceding the first date of use of the facilities herein described, then it is understood that all monies previously paid by the Permittee as deposits shall be presumed to be damages sustained by JKHHPA and the deposits shall become the property of JKHHPA and shall not be refunded.

In the event second requests for specific tentative date reservations are not received, all reservations will be held until such time as a Permit Agreement is issued for such reservations, reservations are canceled, or until sixty days before the performance date. Sixty days prior to the requested date, JKHHPA Management may require the reserving party to make a deposit in order to retain the reservation. The amount of deposit will be no greater than that amount which would have been required to hold tentatively reserved dates had JKHHPA received a second request. At thirty days prior to the proposed event, this deposit becomes a non-refundable deposit as liquidated damages and not as a penalty.

Unless otherwise specified in writing, Management shall be privileged to schedule other events both before and after any currently contracted or tentatively scheduled event without prior notice to the Permittees involved.

Article I. Section 2. Permits

At whatever time a potential Permittee informs JKHHPA that a tentative reservation is definite, a Permit Agreement will be sent to Permittee for signature. The Permit Agreement must be signed and returned along with any required deposit to JKHHPA on or prior to the stipulated return date or the reservation may be forfeited. The return date will be thirty days after the Permit Agreement is issued and will always be within at least two weeks of the event. All Permit Agreements for use of JKHHPA are not binding until signed by an authorized representative of JKHHPA.

Article I. Section 3. Opening Hours

Permittees agree to allow JKHHPA Management to open the lobby areas of the theatre to be used at least sixty minutes before the advertised start of the event and to permit patrons to be seated at least thirty minutes prior to the advertised beginning time for the event. At the time patrons are allowed into the seating area, all technical preparations, lighting and sound checks, rehearsals, and other activities must have been completed on the stage and in the seating area.

Article I. Section 4. Curtain Time

CURTAIN TIME:

Permittees agree to make every effort to begin all events within five minutes after the announced starting time. JKHHPA Management or his/her designated representative may, when weather, traffic, or parking conditions dictate delay the start of the performance a reasonable period of time to allow the great majority of patrons to be seated.

LATE SEATING:

Management reserves the right to deny admission to latecomers until the first logical break in the performance at which time latecomers may, at the discretion of Management, be seated in available seats in the rear of the theatre. If appropriate seating is not available, latecomers may be held in the lobby areas until the first intermission.

Article I. Section 5. Intermissions

If an intermission is not planned during the performance, the Permittee must inform JKHHPA at the time the Permit Agreement is requested. If the Permittee cancels the intermission or fails to inform the JKHHPA Contract Coordinator at the time the Permit Agreement is requested, JKHHPA must have twenty-four hours notice of no intermission or a \$100 cancellation fee will be assessed.

ARTICLE II. AVAILABLE FACILITIES AND EQUIPMENT

Article II. Section 1. Technical Information Sheet

A **Technical Information Sheet** will be sent to Permittees with all Permit Agreements. This information sheet, a full and detailed outline of any other stage requirements, hall and chair set-up, and additional information as may be required by the JKHHPA Director of Operations should be returned to the Director of Operations as soon as it is completed, **but no later than ten working days before the first event day.**

The failure to make a timely return of the sheet waives a Permittee's right to the spaces and equipment normally assigned to the theatre which the Permittee is renting if the space and equipment are requested by others and also waives Permittee's right to any "general use" spaces and equipment. This failure will also subject Permittee to a surcharge for the use of requested equipment if equipment is available.

Once the **Technical Information Sheet** has been returned, any changes or additions to the equipment requested will be granted only at the sole discretion of the JKHHPA Director of Operations or his/her designated representative.

Article II. Section 2. Use of Equipment and Spaces

If the Permit Agreement and **Technical Information Sheet** are returned at least ten working days before the first event day, a Permittee is entitled to use the equipment and spaces normally assigned to the theatre which Permittee is renting. Occasionally, equipment or spaces normally assigned to a theatre and not required by its Permittee may be assigned for another use with the permission of the JKHHPA Director of Operations or his/her designated representative.

General use of equipment and spaces will be divided among Permittees on the following basis:

1. The Permittee who returns its Permit Agreement and **Technical Information Sheet** will be served first.
2. If a Permittee can prove greater need, the JKHHPA Director of Operations or his/her designated representative may assign equipment or spaces to Permittee in spite of a prior request by another Permittee.
3. If no other criterion applies, equipment needs will be filled in the following order of priority according to the location of the event:

Main Hall
Fuldner Lounge
Green Room

JKHHPA will make every effort to keep its equipment available and in good working order. However, if equipment is out of service for any reason, JKHHPA will not be responsible for providing replacement equipment.

Any malfunction of equipment provided by JKHHPA should be reported immediately to the JKHHPA Director of Operations.

ARTICLE III. BUILDING AND SUPPLEMENTARY PERSONNEL

Article III. Section 1. Stage Crew

Events scheduled to take place in the 2,272 seat hall of JKHHPA shall utilize the services of trained stage crews including carpenters, electricians, property persons, sound persons, fly persons, and wardrobe personnel as required.

CREW REQUIREMENTS:

After examining an event's requirements, the JKHHPA Director of Operations will determine the minimum number of personnel required in each specialty and will be available to assist a Permittee in making arrangements for all necessary personnel for move-in, set-up, rehearsal, performance, and move-out calls.

Permittee must provide the JKHHPA Director of Operations a complete list of Permittee's personnel, including addresses and telephone numbers no later than thirty days prior to the event. If a list is not provided to the JKHHPA Director of Operations thirty days prior to the event, it will be assumed that the personnel are to be supplied by JKHHPA at Permittee's expense.

The Management of JKHHPA reserves the right to forbid or restrict the employment of any individual or organization as part of the stage crew if Management determines, in its sole discretion, that injury or damage to equipment might result from employment or if the individual organization has previously demonstrated an unwillingness or inability to abide by the policies and procedures of JKHHPA.

In order to protect the JKHHPA facility and equipment, the JKHHPA Director of Operations may require the presence of in-house supervisory stagehands. The number of stagehands required will be determined by Director of Operations. The JKHHPA Director of Operations or his/her designated representative shall have the authority to veto or modify any order or direction issued by a Permittee, its employees, or its contractors if in-house personnel deem such action necessary to protect the JKHHPA facility or equipment.

CREW BREAKS:

JKHHPA technical personnel require one fifteen minute break during each four hour period of continuous work. Additionally, JKHHPA technical personnel require a one hour meal break after five hours of continuous work. For example if a work call begins at 8:00 a.m., a lunch break must occur between 1:00 p.m. and 2:00 p.m. If a meal break of one hour will not be possible within this period of time, the Permittee must pay for a meal to be served to the entire technical crew at JKHHPA. The Permittee must notify the JKHHPA Contract Coordinator at least forty-eight hours in advance of the meal so that arrangements can be made.

LABOR CHARGES:

The services of the JKHHPA Director of Operations will be provided to a Permittee at no additional charge. However, Permittees will be required to pay JKHHPA for its in-house stagehands at the current house rates. When a Permittee requests use of the Hall after an evening performance (5:00 p.m. until 12:00 midnight) the hourly labor rate will be time and one half from 12:00 midnight to 2:00 a.m. and double time from 2:00 a.m. until 8:00 a.m.

OUTSIDE STAGE CREW PERSONNEL:

It is the policy of the Management to protect the JKHHPA facility by determining minimum standards of performance by outside stage crew personnel. Nothing in these policies and procedures should be interpreted so as to prevent a Permittee from requiring higher standards from stage personnel. With the exception of the JKHHPA Director of

Operations and the JKHHPA in-house stagehands, stage crew personnel shall not be deemed to be employees or contractors of JKHHPA. Permittees shall additionally be responsible for paying for all labor performed by outside stagehands and for paying for any damage which may be caused to building equipment due to a negligent act on the part of any member of the stage crew other than the JKHHPA Director of Operations or JKHHPA's in-house stagehands.

In the event a Permittee is providing competent, certified personnel to perform stage and technical functions and therefore the minimum JKHHPA stagehand requirement is reduced to one for events, the services of the JKHHPA stagehand will be charged at the on-call rate of \$12.00 per hour for all Permittees.

Article III. Section 2. Ushers, Ticket Takers, and Door Guards

To provide continuity to JKHHPA patrons, events scheduled in the Main Hall shall utilize the services of trained ushers, ticket takers, and door guards that are supplied solely by JKHHPA. The cost of these services shall be borne solely by Permittees. The number of required personnel for these services will vary according to the anticipated size of the audience, whether all seating levels will be used, and whether seating will be on a reserved seat or general admission basis. The Management of JKHHPA or his/her designated representative shall determine the minimum number of personnel to be required for any given event. Some events may require the services of from six to eight such personnel while other events may require as many as thirty-five.

The Management of JKHHPA shall have the right to veto or modify any order or direction issued by a Permittee, its employees, or its contractors to such personnel if Management deems such action necessary to protect the facility or to ensure the safety and convenience of JKHHPA patrons.

Article III. Section 3. Security

The JKHHPA building and premises, including keys thereto, shall at all times be under the control of JKHHPA Management. The Manager or his/her designated representative shall at all times have the right to enter the building including such times as when a Permittee may have an event taking place and for which the Permittee has been issued a Permit Agreement. The entrances and exits of the building shall be locked and unlocked by JKHHPA stagehands, JKHHPA security guards, or other authorized JKHHPA staff personnel as may be required for a Permittee's use of the building. Permittee may be required by the JKHHPA Management to place proper watchpersons at all entrances and exits at times, when entrances or exits are unlocked, with the cost of watchpersons being borne by the designated Permittee.

The security of JKHHPA shall, at all times, be under the control of the Management of JKHHPA. JKHHPA Contract Coordinator will arrange and Permittees will pay for, all security that is deemed necessary by JKHHPA Management for the proper conduct of the event and control of the audience. Generally, two uniformed security guards shall be required at the backstage entrances for all rehearsals and performances and, when deemed necessary by JKHHPA Management, additional guards may be required in the lobbies and seating areas for performances or rehearsals.

Each Permittee may also be required to provide additional security to monitor the parking lots if deemed necessary by the MSU Parking Administration.

The presence of security guards during an event for which a Permit Agreement has been issued does not in any way diminish a Permittee's responsibility to pay for damages to the facility or to equipment contained in JKHHPA when damages occur in conjunction with the event.

A Permittee may, at its option and expense, request additional security personnel for the express purpose of guarding equipment owned by or under the control of the Permittee.

However, the presence or lack of additional guards shall not alter the fact that JKHHPA, under the terms and conditions of the Permit Agreement, assumes no liability for the loss, theft, or damage to the property of the Permittee or the Permittee's exhibitor.

ARTICLE IV. ANCILLARY ACTIVITIES AND SERVICES

Article IV. Section 1. Concession Sales

JKHHPA has an agreement with University Concessions for the exclusive rights to sell all concession items including, but not limited to soft drinks, coffee, confections, and candy before, during, and after any event occurring in JKHHPA.

Article IV. Section 2. Catering

A Permittee can use any catering service to provide food and drink items in this building. However, the Permittee must make arrangements for catering through the JKHHPA's Events Coordinator. A 15% handling charge above the cost of the catering total will be assessed by JKHHPA.

Article IV. Section 3. Novelty Sales

CONCESSION:

If a Permittee has items that it wishes to sell or rent or authorize to have sold or rented on its behalf or during its event, these items to include but not be limited to souvenir programs, books, photographs, audio or video tapes, records, posters, opera glasses, T-shirts, sweatshirts, or other souvenir items, and these items that are directly related to an event or events for which a Permit Agreement has been granted, the Permittee shall obtain permission from JKHHPA Management to vend or have vended these items, and such items shall be vended only within locations as specified by Management. The granting of a Permit Agreement is not to be deemed the granting of permission to vend or have vended these items. The provisions of this and the following paragraph will also apply in the case of a vendor who may or may not make cash transactions at an event but rather takes orders for subsequent sales to take place off the premises of JKHHPA.

JKHHPA reserves the right to refuse permission to sell, rent, or otherwise distribute any item which does not directly relate to the presentation of a specific event for which a Permit Agreement has been issued, or any item which in normal use or misuse may cause damage to JKHHPA, its employees, or patrons.

COMMISSION:

Each approved vendor agrees to pay JKHHPA, in return for the granting of permission, a commission equal to twenty five percent for commercial vendors and fifteen percent for non-profit vendors. Such commission will be calculated on the total gross sales for each sales period (a sales period being defined as no earlier than one hour prior to scheduled curtain time, all intermissions, and end no later than thirty minutes after the scheduled performance) in JKHHPA, with gross sales being defined as the total of all sales during each period after the applicable sales tax has been deducted.

The state of Missouri assesses a 6.85% tax on all items sold in Missouri. JKHHPA will collect sales tax from each vendor and will report all applicable taxes for sales made in or on the premises of JKHHPA on the vendor's behalf.

Each approved vendor further agrees to, upon request, provide JKHHPA Management one sample of each item to be sold and any items become the property of JKHHPA and that the value of the items shall not be deducted from any fees or commissions otherwise due JKHHPA.

VERIFICATION OF SALES:

JKHHPA Management reserves the right to count all cash immediately prior to and after any and all sales periods to verify vendors' sales. JKHHPA Management will at its discretion count all inventory immediately prior to and after all sales' periods. The vendor may not refuse to allow JKHHPA Management or its representative to verify all cash and/or inventory. A refusal will constitute a violation of these provisions and will result in the immediate withdrawal of permission for vendor to vend any and all items in or on the premises of JKHHPA.

SETTLEMENT:

The commission will be due and payable in cash immediately subsequent to the close of sales for each period. In the case of a vendor who is taking orders and may or may not be making any cash transactions during an event, a flat fee may be negotiated with JKHHPA Management in advance of the event.

BANK:

It is the sole responsibility of Permittee to provide any cash needed by the vendor during any and all sales periods.

DISPLAY:

The price to be charged for each item to be sold must be clearly displayed and all displayed items must be offered for sale.

Displays shall be located only within locations as specified by Management. Permittees shall not do or permit to be done on the premises of JKHHPA anything which may tend to injure, mar, or in any manner deface the facility. Displays, posters, signs, etc. may not be taped on windows, walls, railing, etc. or tacked, nailed, hooked, or screwed into any surface of JKHHPA.

Article IV. Section 4. Coat Room

The operation of any coat check room is the exclusive province of JKHHPA.

Article IV. Section 5. Event Programs

At the Permittee's request, JKHHPA will make arrangements for program insertions to be stuffed in Permittee's programs. This service will be at an additional charge to the Permittee and requires the Permittee to give seven days notice prior to the event. Programs and insertions must be received at least twenty-four hours in advance of the show on a Monday through Friday.

JKHHPA retains the right to insert promotional material for upcoming events into any programs distributed within the facility.

Article IV. Section 6. Box Office

JKHHPA operates a full time box office within the JKHHPA facility. The box office is open Monday through Friday from 10:00 a.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 3:00 p.m., closed on Sundays and holidays (holidays to include all University holidays). During the summer months, the box office hours are Monday through Friday from 10:00 a.m. to 5:00 p.m. JKHHPA will, regardless of the day, open one hour prior to the announced curtain time.

JKHHPA uses Pro Venue Max which is computerized, "live" ticketing system. Pro Venue Max accommodates both reserved and general admission ticketing with multiple price levels and multiple discount levels.

All Permittees using JKHHPA where tickets will be distributed to the general public, either reserved or general admission, will be required to use the JKHHPA box office.

JKHHPA will not print tickets in excess of the fixed seating capacity of the theatre for any single event.

SCALING AND PRICES:

Permittee must provide to JKHHPA Box Office Manager all information necessary to program the Permittee's event on Pro Venue Max no less the one week prior to the on-sale date. This information is to include:

1. House scaling for the event.
2. Prices including any and all discounts that may or may not be used.
3. All holds and technical kills.
4. Copy for the ticket.
5. Samples of any discount coupons or vouchers.

At the time the Permittee delivers above information, it is strongly urged that the Permittee submit both discounts that will be used and discounts that might be used because once the event prices are programmed they may not be altered and additions may not be made.

ON-SALE DATE:

The rental fee covers the period of six weeks of selling time or any fraction thereof including performance date. The on-sale date will be determined as a joint decision between Permittee and JKHHPA.

JKHHPA box office will not go on sale with the show before a Permit Agreement is fully executed.

ADDITIONAL SELLING WEEKS:

Permittees may choose to contract for additional selling weeks at an additional cost per week or a fraction thereof. Please see the **Schedule of Rates** for this cost.

POINTS OF SALE:

The JKHHPA box office will sell tickets four ways:

1. **Online:** Tickets can be sold via the internet with Pro Venue Max through their website: www.tickets.com through the www.missouristatetix.com website. The order will be subject to a handling fee charged per ticket to the customer at the rates determined by the ticketing agency.
2. **Telephone.** Tickets can be sold over the telephone and will be subject to a handling charge per order. This charge will be paid by the customer. JKHHPA accepts MasterCard, Visa, Discover, and American Express for purchases over the telephone. The JKHHPA box office will not accept reservations because payment is required at the time of the order.
3. **Window Sales.** No handling charge is assessed to the customer. JKHHPA accepts MasterCard, Visa, Discover, American Express, check, and cash for tickets sold at the window. The window will be open during the scheduled box office hours and one hour prior to curtain time.
4. **Mail.** Tickets sold via mail order are subject to a handling charge per order. This charge is paid for by the customer. JKHHPA cannot accept mail orders prior to the on-sale date. If the Permittee wishes to allow mail orders prior to the commencement of the three week on-sale period, the Permittee must contract for additional weeks in the box office.

Please see the **Schedule of Rates** for the various charges on ticket sales.

JUANITA K. HAMMONS HALL ENDOWMENT FUND:

A one dollar seventy five cent per ticket surcharge will be assessed to all tickets or passes for which an admission price is charged or requested. The surcharge will be assessed on each ticket in a series as well as single event tickets. The surcharge will not be assessed on complimentary tickets, house seats, or artist tickets unless these tickets are exchanged for money. Additionally, the endowment surcharge must be included in the advertised price of the ticket.

The endowment surcharge is due whether the tickets are sold directly or indirectly by the Permittee at the JKHHPA Box Office or at another location. At the time of settlement, Permittee must present JKHHPA Box Office Manager with an accounting of the tickets sold at locations other than the JKHHPA Box Office. The endowment surcharge is subject to sales tax which will be deducted at settlement.

The amounts paid toward the endowment fund do not constitute receipts from the sale of tickets to performances for any purpose under this Permit such as rental payments or percentage payments due JKHHPA.

GROUP SALES:

If the Permittee wishes the JKHHPA box office to market group sales for their event, Permittee must contract for this service. The Permittee will be assessed a fee for this service as well as charged for the printing and postage costs. See **Schedule of Rates** for this fee.

SEATING OF PATRONS WITH DISABILITIES:

JKHHPA provides twenty two seats that are accessible to people who use wheelchairs. The physical seats are not present in the theatre, but are part of the capacity. These seats may not be sold to anyone other than a person who uses a wheelchair. If an event reaches sell-out status, and every other seat in the theatre has been sold, only then will the wheelchair seats will be available for sale to customers with or without the need for wheelchair access.

Included in the above mentioned seats are theatre seats to be sold to companions of persons who use wheelchairs or persons with other disabilities that would be best served by these locations. These seats will not be sold to anyone without special needs until no other seats are available in the theatre.

SUBSCRIPTION EVENTS:

A Permittee may order printed tickets if the event is one of a Permittee's subscription season and the Permit Agreement for the event so stipulates. The JKHHPA Box Office Manager must approve a draft of Permittee's proposed ticket prior to tickets being ordered.

In instances where a Permittee orders tickets, the Permittee shall deliver, to the JKHHPA Box Office Manager no less than one week prior to the on-sale date, a fair representation of all available tickets. At this time the Permittee must also submit a list of all prices and discounts for the event. The Permittee is strongly urged to submit both discounts that will be used and discounts that might be used at this time because once the event prices are programmed they may not be altered or additions made. **All Permittees ordering their own tickets shall deliver a notarized manifest from the printer of tickets at the time tickets are consigned to the JKHHPA box office for sale.**

Please note that if a Permittee decides to print tickets (in compliance with the above paragraph), the Permittee must comply with JKHHPA disabled seating policy.

SETTLEMENT:

JKHHPA will provide a statement accounting for all tickets which were sold, not sold or otherwise distributed to the Permittee. This statement will, whenever possible, be presented to the Permittee within two hours after the closing of the box office for an event.

In the instance where more than one performance is held on any given day, the statements for all performances of that day, whenever possible, will be presented to a Permittee within two hours after the closing of the box office for the last performance of that day.

REPRESENTATIVE IN THE BOX OFFICE:

Permittees may elect or be requested by JKHHPA Management to have one representative in the box office on the night of an event. The Permittee's representative should arrive at the JKHHPA box office no later than one hour prior to event. Should the Permittee elect not to have a representative present at such time, the Permittee will be responsible for delivering all remaining unsold tickets and paid reservations for the event to the JKHHPA box office no later than one hour prior to the event.

EXCHANGE/REFUND POLICY:

For the convenience of JKHHPA patrons, the box office will make exchanges subject to the following restrictions:

1. Tickets will be exchanged for the same event only.
2. Only tickets purchased through the JKHHPA ticket office will be exchanged.
3. Tickets must be exchanged in person.
4. Tickets must be exchanged twenty-four hours prior to the performance.
5. Patrons will pay a fee for the exchange.

JKHHPA box office has a **no refund** policy. The phrase "ALL SALES FINAL" must appear in any advertisement or printed document that mentions the JKHHPA box office as a point of sale.

HOUSE SEATS:

Management of JKHHPA reserves for its exclusive use **fourty** seats with the option to purchase forty additional tickets with group discount rates with forty-eight hours notice. These seats shall be in prime locations within the first 13 rows of the orchestra level. No charge will be assessed to JKHHPA for the use of these seats insofar as the seats are to be deemed a part of the base rental consideration.

DELIVERY OF HOUSE SEATS:

The tickets for the JKHHPA house seats must be delivered to the JKHHPA Box Office Manager no less than one week prior to the on-sale date. Tickets shall be distributed at the sole discretion of the JKHHPA Management; provided, however, that in the event said tickets are sold the revenue realized from the sale will be accounted for in the total box office receipts.

PRE-SALE OF SEATS:

JKHHPA also reserves the right to pre-sell top-level tickets for any event to major donors to the Hall. These tickets will be sold at the regular price and will go on sale

approximately four weeks prior to tickets going on sale to the general public. All unsold tickets from this allotment will be released for general sale no less than one week prior to the event date. JKHHPA reserves the right to identify the locations of these seats.

COMPLIMENTARY TICKETS:

Permittee must provide to the JKHHPA Box Office Manager written authorization for the issuance of complimentary tickets by the JKHHPA box office. No complimentary tickets will be issued without **written** authorization. The authorization must be on the Permittee's official document and signed by a duly authorized representative. No substitutions or phone calls will be accepted. It is the Permittee's responsibility to make these arrangements in a timely manner.

PRESS/BACKSTAGE PASSES:

The issuance of press passes or backstage passes shall be the responsibility of Permittees. In the event Permittee designates the JKHHPA box office to "hand-out" these passes, it is the Permittees responsibility to provide correct names of recipients.

ARTICLE V. PROMOTION OF EVENTS

Article V. Section 1. Advertising and Promotions

Permittees may not advertize or promote either verbally or printed (ie: send out newsletters, press announcements, distribute flyers or posters, or telecast) for any event before a contract is fully executed.

JKHHPA LOGO:

JKHHPA's logo may be used by non-profit organizations in their advertising and promotion only after a Permit Agreement has been granted by JKHHPA. The logos may be used by commercial organizations only if a contract has been granted by JKHHPA and JKHHPA Management has approved the use of this logo. JKHHPA Management must have prior approval on all materials (advertisements, posters, t-shirts, etc.) which use the JKHHPA logo.

JKHHPA NAME:

In any advertisement for events to be held at JKHHPA, whether advertisement is in the form of posters, flyers, brochures, newspapers, magazines, or for the broadcast media, the JKHHPA and its facilities shall be identified as follows:

JUANITA K. HAMMONS HALL FOR THE PERFORMING ARTS

If the printed advertisement requires a break in the facility's name, it shall be printed as follows:

JUANITA K. HAMMONS HALL
FOR THE PERFORMING ARTS

Events presented by Permittees must clearly state the organization presenting the event before stating the event is taking place at the JKHHPA. Advertising or promotional copy must read similar to the following example:

presented by
(Permittee's organization)
at the
Juanita K. Hammons Hall for the Performing Arts

JKHHPA Management must have prior approval on all materials (advertisements, posters, t-shirts, etc.) which uses the JKHHPA name.

MEDIA ADVERTISING:

Unless specifically included in the Permit Agreement, all media advertisements for events to be held at JKHHPA must include (1) the location(s) for all ticket sales, and (2) "all sales final". Additionally, all media advertising for tickets sold at the JKHHPA box office must include the Missouri Message Relay Service number, which is (800) 735-2966.

All Permittees are required to sell all tickets at the prices advertised and no deviations will be allowed unless approved in advance and in writing by JKHHPA.

DISTRIBUTION OF ADVERTISING AT JKHHPA:

Permittees shall not distribute or circulate or permit to be distributed or circulated any advertising matter at the entrance to or in or about any part of JKHHPA except advertising as may pertain to the specific event for which a Permit Agreement has been granted and for which permission has been obtained from the Management of JKHHPA for the placing of advertising.

Article V. Section 2. Signs and Posters

EXHIBITING AT JKHHPA:

Permittees shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters, or cards of any description in or on any part of the premises except in specified areas provided for this purpose by JKHHPA. Permittees agree to use, post, or exhibit only signs, advertisements, show bills, lithographs, posters, or cards in areas as relate specifically to the event to be held in or on the premises of JKHHPA pursuant to a fully executed Permit Agreement and which meet with the prior approval of the JKHHPA Management or his/her designated representative. Permittee agrees that posters, show bills, cards, etc. may be posted only three weeks prior to a show and must be taken down immediately after the final performance.

DISPLAY:

Permittees shall not do or permit to be done in or on the premises of JKHHPA anything which may tend to injure, mar, or in any manner deface the facility or its premises.

Permittees further agree not to drive or install or permit to be driven or installed any nails, hooks, tacks, tape, or screws into any part of the JKHHPA building and Permittees will not make or allow to be made lacerations of any kind to facility or any equipment belonging to the facility.

ARTICLE VI. GENERAL POLICIES

Article VI. Section 1. Obstructions

No portions of sidewalks, entrances, passages, vestibules, halls, elevators, or means of access to public utilities of JKHHPA or its premises shall be obstructed or caused to be obstructed by Permittees, or caused or permitted to be used for any purposes other than ingress and egress to and from JKHHPA or its premises. The doors, stairways, or openings that reflect or admit light into any portion of JKHHPA building, including the hallways, corridors, passageways, house lighting attachments, and radiators, shall in no way be obstructed by Permittees. The toilet fixtures and other water apparatus shall not be used for any purpose other than that for which devices were constructed and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Any damage resulting from any misuses of any devices or other similar equipment belonging to JKHHPA shall be paid for by Permittee as is responsible for the person having caused or otherwise been directly involved with the damage.

Article VI. Section 2. Parking

CAR PARKING:

JKHHPA does not control nor can it provide parking for Permittees or the staff and patrons of Permittees. The granting of a Permit Agreement to use JKHHPA shall in no way obligate JKHHPA to provide parking for Permittees. The parking garage on the west side of the Hall is available for general parking during the Permittee's event, any other JKHHPA event, any event taking place at Hammons Student Center or JQH Arena, and on weekends. Any other time, a parking permit is required to park in the parking garage. Please note that any individual who does not display a hang tag may receive a parking ticket at any time. JKHHPA is not be responsible for any parking ticket a Permittee receives while parking in an MSU/JKHHPA parking lot. To acquire a visitor's pass for parking, please contact MSU Parking Administration at 417/836-4825.

TRUCK PARKING/LOADING DOCK USE:

Trucks carrying equipment to be used by a Permittee in conjunction with an event for which a Permit Agreement has been granted may be loaded and unloaded at the JKHHPA loading dock. However, the JKHHPA schedule will generally not permit trucks to be parked on the dock after unloading. Special arrangements must be made in advance with the JKHHPA Director of Operations for permission to park trucks on the loading dock when not loading or unloading. In the absence of special permission, it shall be the responsibility of Permittees to find, at their own expense, suitable parking space elsewhere for trucks.

In addition, no vehicles of any kind belonging to Permittees or their representatives or employees may be parked at the JKHHPA loading dock without similar special arrangements having been made in advance with the JKHHPA Director of Operations.

In any case, if a vehicle is not removed from the loading dock area within twenty-four hours of the strike of the show, the Permittee will be assessed a storage charge for the truck. The storage charge will be assessed at the scene shop rental rate.

Article VI. Section 3. Lost Articles

The Management of JKHHPA or his/her designated representative shall have the sole right to collect and to have custody of articles left in JKHHPA by persons attending events presented in JKHHPA. Permittees and any other persons in a Permittee's employ or control shall not collect nor interfere with the collection or custody of lost articles.

Where lost articles can positively be identified to be the property of a Permittee, its employees, or others under its control, JKHHPA Management will make every effort to reunite lost articles with their owners; provided, however, that the JKHHPA will not be responsible for incurring any costs for shipping lost articles to the owners. After a reasonable period of time (not less than sixty days), all unclaimed articles shall become the property of JKHHPA to do with or dispose of as its representatives shall deem fit.

Please note that the Lost and Found is located in the coat check area.

Article VI. Section 4. Flammable Materials

No flammable materials such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations and all other materials used for decorative purposes must be treated with a flameproofing substance and approved by the Fire Department. Open flames in any area of the building are strictly prohibited regardless of how the flames are fueled unless approved in advance and in writing by the Fire Department.

Permittees shall obtain all permits and licenses required by the laws, ordinances, rules, and regulations referenced in Article VI, Section 18, hereof including licenses to use pyrotechnic materials to include, but not limited to flash pots, concussive pots, sparklers, and open flames. JKHHPA Management has the right to require Permittee to furnish satisfactory evidence that all required licenses are obtained.

Article VI. Section 5. Storage

In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to JKHHPA either prior to, during, or subsequent to the use of JKHHPA by a Permittee hereunder, JKHHPA and its officers, agents, and employees shall act solely for the accommodation of the Permittee and neither JKHHPA nor its officers, agents, or employees shall be liable for any loss, damage, or injury to the property.

Article VI. Section 6. Recording and Broadcasting

RECORDING AND BROADCASTING:

No event presented in JKHHPA may be broadcast, video taped, recorded, or otherwise reproduced without the prior written consent of the JKHHPA Management or his/her designated representative. The Permittee having obtained consent shall ensure that JKHHPA and its staff receives proper audio and/or video credit. Credit must include the statement "performed at the Juanita K. Hammons Hall for the Performing Arts on the campus of Missouri State University".

ROYALTIES:

Tapes of events broadcasted, video taped, or recorded at JKHHPA, which are sold or rented by Permittee within one year of the date of the performance, will be assessed a 15% commission of gross sales after taxes.

Article VI. Section 7. Smoking

Smoking in JKHHPA is permitted only on the east and south smoking decks off the Loge Level and outside the building.

Smoking is expressly prohibited and is against state law in audience seating areas, on any stage (except where required by a script), backstage, in elevators, and other areas where signage so indicates.

Each Permittee shall be responsible for enforcing smoking regulations during the time the Permittee is utilizing JKHHPA pursuant to a fully executed Permit Agreement. In cases where it is questionable whether or not smoking is permissible, the decision of JKHHPA Management or his/her designated representative shall be final. The failure on the part of a Permittee to enforce these regulations with its personnel shall constitute a breach of the Permittee's Permit Agreement and may, at the sole option of Management, be deemed cause for the termination of a Permit Agreement in which case all advance deposits previously paid shall be presumed to be damages sustained by JKHHPA and the deposits shall become the property of JKHHPA and shall not be refunded. Failure may also adversely affect the ability of Permittee to obtain future Permit Agreements for the use of JKHHPA.

Article VI. Section 8. Loading Entrance

All articles, exhibits, fixtures, materials, displays, etc., relative to an event to be presented at JKHHPA shall be brought into or taken out of JKHHPA only at the entrances and exits as may be designated by JKHHPA Management, JKHHPA Director of Operations, or such person's designated representatives.

Article VI. Section 9. Utility Connections

Unless otherwise authorized in advance and in writing by the JKHHPA Management or his/her designated representative, all plumbing, electrical, or carpentry work required to be done in or on the premises of JKHHPA in conjunction with a Permittee's use thereof, and all electrical current required for the Permittee's use shall be done or furnished by JKHHPA or its authorized representative for which the Permittee shall pay JKHHPA on the basis of time and materials.

Article VI. Section 10. Stage Entrance

JKHHPA stage doors are located on the west corner at Elm Street (loading dock) and in the center of the west side. Except as otherwise authorized in advance by JKHHPA Management or his/her designated representative, all performers, technicians, and other personnel directly associated with a Permittee's event are to use the stage doors when entering and leaving JKHHPA.

A Permittee must, upon request by Management, provide a list of all personnel who will be authorized to use the stage doors during the Permittee's event. This list should be confined to only those persons actually operating in a functional capacity for the Permittee insofar as permission to enter the backstage and dressing areas will be denied to relatives, friends, and all other unauthorized personnel during both rehearsals and performances. Upon making special arrangements with JKHHPA Management or his/her designated representative, some Permittees may be issued backstage passes for those personnel who must be frequent users of the entrance.

Article VI. Section 11. Use of Auditorium Seating Area

The use of the auditorium seating area shall be restricted at all times to those in possession of tickets during times of performance and those times immediately preceding and succeeding the performances. During all rehearsals, set-up/strike periods, and even performances, a Permittee's personnel shall, to the extent practical, restrict all of their activities to the stage, backstage, dressing room, Green Room, and control booth areas. In instances where it is necessary for a director, stage manager, lighting or set designer, or other supervisory personnel to view a rehearsal or set-up from an audience vantage point, a specified location in the house will be made available for a minimal number of a Permittee's entourage.

The intent of this policy is to avoid situations where it becomes necessary to reclean an auditorium subsequent to it having been made ready for a performance and, further, to protect carpeting and seat upholstery from unnecessary wear and soilage and to ensure that auditorium seats are not used as storage places for coats, musical instrument cases, etc. In the event the JKHHPA Management deems it necessary to reclean an area prior to a performance due to the abuse of the privilege to use the area, Management may, at its sole discretion, assess a cleaning fee in an amount appropriate to the size of the area which requires recleaning.

Article VI. Section 12. Seating Capacity

SEATING CAPACITY:

No Permittee shall print, sell, or distribute or permit to be printed, sold, or distributed tickets in excess of the fixed seating capacity of the theatre of JKHHPA. Specifically, the maximum capacities are as follows for the Main Hall:

	Main Hall
Orchestra Level (Continental)	1,144
Mezzanine Level	681
Petite Level	337
Box Seats	42
 Total Fixed Seating	 2,204
 Orchestra Pit (Unfixed seating)	 68

STANDING ROOM:

The sale of standing room tickets for any event in the theatre in JKHHPA is prohibited unless written approval is granted by JKHHPA Management.

REHEARSAL HALL SET-UPS:

Seating set-ups in the Rehearsal Hall will be charged at the current labor rates with user group participation options.

NON-TICKETED EVENTS:

Concerning events for which no tickets are printed, sold, or distributed, it is the responsibility of the JKHHPA House Manager to ensure that the maximum capacity of the theatre being used by the Permittee is not exceeded by the attendees of the event. The JKHHPA House Manager will have the sole right to determine when JKHHPA's capacity has been met and to close the theatre doors when capacity has been met.

SEATING OF PATRONS WITH DISABILITIES:

In the Main Hall, specially-designated areas for the seating of persons with disabilities exist and allow the best possible seating while also allowing for the safest and quickest egress from the theatre. It is the responsibility of each Permittee to inform its patrons with disabilities that areas are available and that, in the case of individuals using wheelchairs or whose mobility is otherwise restricted, patrons will be requested to utilize the designated areas for the maximum protection of all concerned. For events in the Rehearsal Hall, it is the responsibility of each Permittee, in conjunction with the JKHHPA Director of Operations, to configure the seating and performance areas in such a manner as to easily and safely accommodate disabled patrons.

Please note that the following areas are designated and reserved for patrons who use wheelchairs and their companions for all shows at JKHHPA:

- Row A - 1 through 16
- Row X - 38 though 43

Also, the above mentioned seats will be reserved for these patrons on all general admission shows. It is the responsibility of the JKHHPA House Manager to reserve this seating and the JKHHPA usher staff to seat these individuals.

Article VI. Section 13. Objectionable Persons

JKHHPA Management reserves the right to eject or cause to be ejected from the premises of JKHHPA any objectionable person or persons; provided, however, that neither JKHHPA nor any of its officers, agents or employees shall be liable to any Permittee for any damages that may be sustained by Permittee subsequent to the exercise of this right by JKHHPA Management or his/her designated representative.

The term "objectionable persons" shall include (but not be limited to) persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of JKHHPA policy, city, state, or federal law, make the normal and proper conducting of business or an event or the enjoyment by others of the event difficult or impossible.

Article VI. Section 14. Animals

Animals, other than service animals, will not be allowed in JKHHPA for any reason other than for use in a production as required by a script. In the event animals in any number are required for a production, animals will only be allowed in JKHHPA for such time as they are required to participate in any rehearsals or performances, and then only with the prior written approval of the JKHHPA Director of Operations.

Article VI. Section 15. Forbidden Acts and Substances

A Permittee will not do or permit to be done anything in or upon any portion of the premises of JKHHPA or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon JKHHPA or any part thereof, or in any way increase any rate of insurance upon JKHHPA or on property kept therein. Nor shall a Permittee, without prior written consent from the JKHHPA Management or his/her designated representative, store or operate any engine or motor or machinery on the premises of the JKHHPA or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or any other purposes.

Article VI. Section 16. Compliance with Laws

All Permittees shall comply with all laws of the United States, the state of Missouri, all ordinances of the city of Springfield, and all rules and regulations established by any authorized officer or department of MSU. Permittees will not suffer to be done anything on the premises in violation of any laws, ordinances, rules, or regulations. Specifically, any Permittee who desires to have a drawing of any kind may not proceed with any plans or do any publicity for a drawing unless and until prior written approval is obtained from the JKHHPA Management or his/her designated representative. The conditions for a drawing must be approved on a case by case basis in order to protect JKHHPA as well as each Permittee of JKHHPA from legal exposure pursuant to the Missouri Lotteries Law.

Article VI. Section 17. Licenses

Permittees shall obtain all permits and licenses required by the laws, ordinances, rules, and regulations referenced in Article VI, Section 18, hereof including licenses to perform all copyrighted material. JKHHPA Management shall have the right to require any Permittee to furnish satisfactory evidence that Permittee has obtained all required licenses including, but not limited to BMI, ASCAP, and fire permits.

If requested, BMI and ASCAP license fees can be deducted from the Permittee's house settlement. JKHHPA will assess a \$20 handling fee for obtaining this license for the Permittee.

Article VI. Section 18. Insurance

The Permittee shall procure and maintain in full force during occupancy of JKHHPA, including load-in and load-out, a policy of public liability and property damage insurance in comprehensive general liability form, in amounts of bodily injury \$300,000 each person, \$2 million aggregate, for coverage of occurrences from which the University, its officers and employees are not immune under the doctrines of sovereign, official and governmental immunity. Said policy shall also provide for a 10 day notice to the Auditor's Office, MSU, prior to cancellation. JKHHPA, MSU, and Permittee shall be named as insureds on said policy. Permittee agrees to furnish and place on file with JKHHPA no sooner than thirty

(30) days prior to the first date of use either a copy of said policy or a certificate that a policy of insurance has been issued, the same to be subject to approval by JKHHPA. The obtaining of insurance or the furnishing of evidence of insurance by Permittee as provided in this section shall not in any way relieve Permittee from any of the obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this Permit Agreement, regardless of the coverages mentioned in such insurance or in the terms of the policy or policies involved.

Article VI. Section 19. Right to Alter Policy Manual

JKHHPA may, on behalf of MSU, change, alter, amend, or delete any or all of the articles and/or sections of this **Operations Policy Manual** at any time without prior notice.

Article VI. Section 20. Interruption or Termination of Event

JKHHPA 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 judgement of JKHHPA such act is necessary in the interest of public safety.

Article VI. Section 21. Evacuation of Facility

Should it become necessary, in the sole judgement of JKHHPA, to evacuate the premises because of threatening conditions or for other reasons of public safety, the Permittee will retain possession of the premises for sufficient time to complete presentation of the activity without additional rental charge providing such time does not interfere with another Permittee. If at the discretion of JKHHPA Management it is not possible to complete presentation of the activity, rental fee shall be forfeited, prorated, or adjusted at the discretion of JKHHPA Management based on the situation, and the Permittee hereby waives any claim for damages or compensation from JKHHPA. Internal evacuation procedures exist and a copy of these procedures are available from JKHHPA House Manager upon request.

Article VI. Section 22. Schedule of Charges Available

A current schedule of charges for space, equipment, personnel and services is included in all permit agreement packets and is also available upon request from the JKHHPA Administrative Office.

EVENT PERIOD:

Permittees whose events begin before 8:00 a.m. or extend beyond 12:00 midnight on any given day will be charged \$75.00 per hour or fraction thereof until such time as the building is cleared of such permittee's patrons and production personnel. This charge, necessary to cover JKHHPA staff overtime, will be in addition to any other charges for rental, equipment, labor, etc.

NON-PROFIT RATE REQUIREMENTS:

In order to qualify for the non-profit rates which are set forth on the current JKHHPA Rate Schedule, a Permittee must be incorporated in the state of Missouri and also must provide JKHHPA with the following two items:

- 1) a copy of Permittees certificate of incorporation; and
- 2) a copy of Permittee's letter from the IRS confirming its 501 (c) (3) status

as a non-profit entity.

In addition, a Permittee must have a current business address within southwest Missouri, state of Missouri. Once a Permittee has supplied the JKHHPA with items 1 and 2 above, these items will be kept on file and need not be supplied with every Permit Agreement returned.

UNIVERSITY/NON-UNIVERSITY EVENTS:

No university department, student group, or campus related organization that receives a special rate on rental of the Hall, may co-sponsor, co-promote, or have a relationship with an off-campus non-profit or commercial group to present an activity or performance without the full rental rate being charged. The rental rate will be established by the status of the non-university partner.

Article VI. Section 23. Refusal to Rent

JKHHPA Management shall refuse to rent the facility for any event, activity, or performance if the Management reasonably determines that the event, activity, or performance or the anticipated audience response to the event, activity, or performance may cause damage or the unusual risk of damage to the facility or its patrons. Management may refuse to rent to a promoter if it is possible that Management might promote the same event in the future.

Article VI. Section 24. Non-Discrimination Statement

Missouri State University is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.

This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or military organizations associated with the Armed Forces of the United States of America.

The University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State University is an Equal Opportunity/Affirmative Action employer. Inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to Jana Estergard, Equal Opportunity Officer, Park Central Office Building Ste. 111, 901 South National Avenue, Springfield, Missouri 65897, (417) 836-4252.

Inquiries regarding JKHHPA compliance may be addressed to Executive Director, Athletic & Entertainment Facilities, 901 South National Avenue, Springfield, MO 65897, (417) 836-6776.

JUANITA K. HAMMONS HALL FOR THE PERFORMING ARTS

Schedule of Rates, Charges, and Fees

Main Hall – All Levels (2,220 seats)#**

<u>Type of Use</u>	<u>Non-Profit</u>	<u>Commercial</u>
Performance Evening or Weekend	\$1,200 vs. 8% of net adjusted gross	\$2,200 vs. 10% of net adjusted gross
Performance, Mon.-Thurs. Weekday Matinee	\$1,100 vs. 8% of net adjusted gross	\$2,200 vs. 10% of net adjusted gross
*Non-Performance	\$75 per hour 3 hour minimum	\$100 per hour 4 hour minimum

Main Hall – Orchestra Level (1,160 seats)#**

<u>Type of Use</u>	<u>Non-Profit</u>	<u>Commercial</u>
Performance Evening or Weekend	\$1,100 vs. 8% of net adjusted gross	\$1,700 vs. 10% of net adjusted gross
Performance, Mon.-Fri. Weekday Matinee	\$900 vs. 8% of net adjusted gross	\$1,700 vs. 10% of net adjusted gross
*Non-performance	\$75 per hour 3 hour minimum	\$100 per hour 4 hour minimum

Main Hall – Orchestra Level Through Row M (536 seats)#**

<u>Type of Use</u>	<u>Non-Profit</u>	<u>Commercial</u>
Performance Evening or Weekend	\$600 vs. 8% of net adjusted gross	\$1,400 vs. 10% of net adjusted gross
Performance, Mon.-Fri. Weekday Matinee	\$500 vs. 8% of net adjusted gross	\$1,400 vs. 10% of net adjusted gross
*Non-performance	\$75 per hour 3 hour minimum	\$100 per hour 4 hour minimum

Orchestra Pit Seating (76 additional seats of any above rental)

<u>Type of Use</u>	<u>Non-Profit</u>	<u>Commercial</u>
Entire Run of Rental	\$250	\$350

*In association with a performance: (Move In, Rehearsal, Tech Work, Move Out, etc.)

**Non-profit performance rental rate includes: full stage lighting (excluding color, follow spot, specials); sound (public address system); all utilities/building engineering; dressing room and Green Room facilities; standard facility clean-up; technical personnel (1); house manager (1).

#Commercial performance rental rate includes: full stage lighting (excluding color, follow

spot, specials); sound (public address system); all utilities/building engineering; dressing room and Green Room facilities; standard clean-up; technical personnel (1); house manager (1).

Main Hall rental rate includes lobby spaces for inflow and outflow, with the exception of Fuldner Lounge, for both non-profit and commercial permittees.

Net Adjusted Gross = total ticket sales minus sales tax, the \$1.75 endowment, the \$.10 per ticket printing fee, and credit card charges.

Since JKHHPA is designed as an arts facility and its mission statement is clear as to its primary usage, the Hall will maintain a relationship with university arts/academic departments and community arts organizations which allows for flexibility in scheduling and usage fees.

All non-performance related usages of space in the Hall will be approved at the discretion of Management. Decisions will be based on available staff to service the event, scheduling convenience, and appropriateness of the event to the mission of the Hall.

Please note that if a Permittee does not show-up for a scheduled performance or rehearsal without notifying JKHHPA at least 12 hours in advance, the Permittee will be charged for the equipment set-up, labor used, and a 25% surcharge of total invoice for the event.

Please note, Permittee is responsible for the payment of labor charges to configure and reset the JKHHPA as configuration is requested by Permittee.

MSU Events

Academic Departments (providing an academic service for MSU students) -- No rental rate will be charged, but all equipment and labor charges are applicable (except no charge will be assessed for the use of chairs). Labor will be charged at the regular non-profit rate (except technical/custodial labor will be charged at the rate of \$10.00 per hour per individual). Catering is subject to a 15% surcharge.

Non-Academic MSU Rate (providing entertainment for MSU students or services for non-MSU students, usually charging a fee) -- Main Hall \$750, Orchestra \$600, Mid-Orchestra \$400, Non-performance \$50 per hour, Stage \$50 per hour, normal labor charges (\$10.00 per hour per individual), and equipment fees (regular non-profit rate). This rental rate does not include the use of the JKHHPA Box Office or usher corps. Catering is subject to a 15% surcharge.

Non-Performance Areas

The following rates apply to the use of certain non-performance areas within the JKHHPA for activities such as receptions, press conferences, meetings, or other such non-performance events. The areas involved are separated into three categories based on

fee, and include: (A) the Interlude, Grand Tier, Loge, Mezzanine lobbies, and the Green Room; (B) the Fuldner Lounge and the Grand Foyer; and (C) the Stage. The rates listed below are per event, apply only to the areas noted in this paragraph, and are applicable only if the activity involved is directly associated with another event already scheduled elsewhere in JKHHPA. **In the event a non-performance activity is scheduled in one of the above areas which is not directly associated with another event, the following rates apply on an hourly basis with a one-hour minimum for areas A and B and a three-hour minimum for area C.**

<u>Area</u>	<u>Non-Profit</u>	<u>Commercial</u>
A. Interlude Lobby (Level 1)	\$50 flat	\$100 flat
Grand Tier (Level 3)	\$50 flat	\$100 flat
Loge Lobby (Level 4)	\$50 flat	\$100 flat
Mezzanine Lobby (Level 5)	\$50 flat	\$100 flat
Green Room	\$50 flat	\$100 flat
B. Fuldner Lounge	\$100 flat	\$250 flat
Grand Foyer (Level 2)	\$100 flat	\$250 flat
C. Stage (Non-performance)	\$150 per hour 3 hour minimum	\$250 per hour 3 hour minimum

Group Discount for Non-Performance Areas

The following rates apply in the event that group tickets are purchased by a non-performance activity in direct association with an event already scheduled elsewhere in JKHHPA (usually a performance); a discount for the Fuldner Lounge and Mezzanine Lobby will be available as follows:

Fuldner Lounge

*50 tickets purchased: \$100 rental discount

*100 tickets purchased: no rental charge

Mezzanine Balcony

*50 tickets purchased: \$50 rental discount

*100 tickets purchased: no rental charge

NOTE -- THE DISCOUNT IS ONLY APPLICABLE IF THE NON-PERFORMANCE ACTIVITY HAS PURCHASED GROUP TICKETS IN THE AMOUNT ABOVE TO A PERFORMANCE OCCURRING THE SAME DAY AS THE NON-PERFORMANCE ACTIVITY.

Box Office Rate Schedule

Base Rental--6 weeks out

Commercial--\$400 vs. 2% of net adjusted gross

Non-profit--\$200 vs. 2% of net adjusted gross

*Net Adjusted Gross (NAG) is the total ticket sales less the endowment fee, sales tax, credit card charges, and printing charge.

Credit Card Charges

Service charge--4%

Printing Per Ticket Charge

Ten cents (\$.10) per ticket for each ticket generated by the computer, including complimentary tickets.

Endowment Fund Surcharge

One dollar seventy five cents (\$1.75), subject to sales tax which will be deducted at settlement.

Telephone Orders

Three dollars (\$3.00) per order--paid by the customer.

Mail Orders

Three dollars (\$3.00) per order--paid by the customer.

Exchanges (if applicable)

One dollar (\$1.00) per ticket exchanged--paid by the customer.

Additional Weeks in the Box Office

A Permittee receives six weeks of time (calculated to the nearest Monday) in the Box Office with the base rental. If the Permittee contracts for additional time in the Box Office, each additional week or portion of a week in the Box Office will be assessed at \$100.00.

Group Sales

A Permittee may contract for JKHHPA staff to market and sell tickets for group sales at the rate of 10% of the adjusted gross as well as printing and postage costs.

Sales Tax

The state of Missouri collects a 6.85% sales tax on theatre tickets. JKHHPA will deduct the sales tax at box office settlement.

Usher Corps

To provide continuity in ushering at JKHHPA, Permittees must use the JKHHPA usher corps for all events at the Hall. The commercial rate is a flat fee of \$400 per show. The non-profit and non-academic rate is \$200 per show.

Security Charges

A charge will be made to each Permittee for event security (see Article III, Section 3, OPM) for each non-performance and performance day in JKHHPA. This charge, as set forth below, is in addition to any other charges for rental and is assessed at \$30.00 per hour per security guard.

Piano Tuning

All piano tuning on JKHHPA pianos required by Permittee must be arranged by JKHHPA Contract Coordinator. The charge for piano tuning is \$60.00 per hour with a 2 hour minimum.

Technical Labor

The standard technical labor rate is \$12.00 per hour per individual used between the hours of 8:00 a.m. and midnight. This rate increases to time and one half between the hours of midnight and 2:00 a.m. and double time between the hours of 2:00 a.m. and 8:00 a.m. A runner, if requested, will be \$125 per day.

Equipment Rental Schedule

Following is a schedule of rates for the rental of JKHHPA equipment on a per day, one day minimum basis. JKHHPA requests an equipment list at least 10 days prior to any event. If an equipment list is not provided 10 days prior an additional 20% will be added to the cost of equipment.

<u>Item</u>	<u>Non-Profit</u>	<u>Commercial</u>	<u>Consecutive Day Discount</u>
Grand Piano (Steinway)	\$100	\$125	25%
Grand Piano (Yamaha)	\$75	\$100	25%
Orchestra Shell	\$150	\$250	25%
Dance Floor	\$200	\$250	25%
16mm Film Projector	\$30	\$50	None
16mm Changeover System	\$5	\$10	None
Platforms (per section)	\$5	\$10	None
Microphones w/Stands, each (Shure SM57 and SM58)	\$5	\$10	None
Microphones w/Stands, each (AKG, C-3000B, 451, D112, Shure 412)	\$10	\$20	None
Wireless Microphones, each (lavalier)	\$35	\$50	None
Wireless Microphones, each (handheld)	\$35	\$50	None
Portable/Rehearsal Sound System	\$35	\$50	None
Monitor Speakers, each	\$10	\$20	None
Super Trouper (Follow Spot),each	\$50	\$75	None
Lighting Units (more than 75, then each)	\$2	\$4	None
Gels per cut	\$1	\$1	None
Chairs (more than 50, then each)	\$1	\$2	None
Tables (more than 4, then each)	\$3	\$5	None
Easels, each	\$1	\$2	None
Music Stands (25 or more)	\$1	\$2	None
Music Stand Lights (per event)	\$1	\$1	None
Scene Shop (sub-assembly per day)	\$35	\$50	None
Wardrobe Room	\$35	\$50	None
Table Cloth, each	\$1.50	\$1.50	None
Table Skirt, each	\$5	\$5	None
Stereo Package (includes Yamaha PM5D mixing board, 4 Meyer MSL-4's per side, and 2 Meyer 650P subs per side)	\$400	\$600	None