

Gonzaga University  
Myrtle Woldson Performing Arts Center  
Scheduling & Use Policies

Attachment 2 - as of 8/9/19

The following Scheduling & Use Policies (“the Policies”) shall govern any and all use of the Myrtle Woldson Performing Arts Center (“MWPAC” or “the Center”) by internal Gonzaga University parties and external parties (“User(s)”). All use of the Center by Users will comply with the Policies, and any agreement with respect to the use of the Center shall be subject to the Policies. Any portion of the Center may be referred to herein as “Facilities.” The Center will consider requests for scheduling events and use of Facilities on the basis of the following use or requestor priority:

- Priority 1      Myrtle Woldson Performing Arts Center Presenting Series**
  
- Priority 2      Gonzaga University Departments of Theatre/Dance and Music**
  
- Priority 3      Non-University Events**
  
- Priority 4      Internal/Partnered/Hosted University Events**

**Note:**

- A. Student Organizations.** An advisor of a Gonzaga University student organization desiring to use the Center must sign the Space Request Form as well and be present for any event attended by more than 25 people.
- B. Students/Staff/Faculty.** Any student, staff, or faculty User may rent Facilities for personal use at the standard commercial rate.
- C. Authorized Representation.** The representative of any Gonzaga University department and/or off-campus organization seeking to use Facilities must be authorized to commit all required resources and funds necessary on behalf of their departments and/or organizations.

**Section I: Scheduling Requests**

- A. All accepted requests for use of Facilities will be contingent upon availability of space, technical equipment and staff. Acceptance of a request for use shall not guarantee the availability of space.** The Center operates on a fiscal year ending May 31<sup>st</sup> and generally patterns its calendar on that basis. Requests for dates by Gonzaga University Departments of Theatre/Dance and Music

(Priority 2) should be made to the Center no later than the first business day in September, nine months ahead of the fiscal year that begins the dates that are requested [an example would be: August 28<sup>th</sup>, 2019 (fiscal year 19-20) for a performance date of March 2<sup>nd</sup>, 2021(fiscal year 20-21)]. To the extent possible, requests should include alternative dates along with preferred dates.

A preliminary calendar for the following fiscal year will be issued the fifteenth business day of September for GU Departments of Theatre/Dance and Music, followed by an immediate resolution of any conflicts to the extent possible. Final confirmation will be effectuated by the last business day of September. Once final dates have been confirmed, the Center will honor those dates unless unusual and unforeseen circumstances cause cancellation. On the first business day in May, the calendar will be open for all other users to make requests.

- B. Limitations on use of Performance Venues:** The Center will reserve certain days for facility maintenance, and the facility, or such portion thereof as shall be determined by the Center's Director, will not be available for use, except with special permission of the Center's Director. Special rental rates will apply for all Users on any University holiday in order to reimburse the Center for labor overtime rates and other costs.
- C. Coordination with Other Users:** By agreeing to abide by the terms of these Policies by submitting a request for use as provided herein, each applicant acknowledges that there may be other activities in the Center occurring simultaneously with or in close proximity to the time of its use. Each applicant agrees to work with the Center's Director and such other Users to coordinate use of the Center and minimize conflicts.
- D. Special Note:** Determination during scheduling of perceived conflicts between requesting User events that would prohibit the same date and time use of Facilities by all or more than one requesting User is at the discretion of the Center's Director.

## **Section II: Terms of the Facilities Use Agreement**

- A. Booking a Venue:** Unless an exception is granted by the Center's Director in his or her sole discretion, reservation of space in the Center for all events must be made not less than **six (6) weeks in advance**.
- B. Courtesy Hold:** The Center may hold a date as a courtesy for one week. In order to retain this date, a completed Space Request Form (and Ticketing Services Request Form, if necessary) must be submitted during this one-week period. If a Space Request Form has not been received within one week of the date the hold was placed, the date will be released.
- C. Deposit:** All Users of space within the Center are required to submit a deposit within ten (10) business days of the date of this Agreement, based on **50%** of the estimated costs for their event. The deposit must be paid prior to: ticket sales, publication or promotion of the event, execution of

the contract, occupancy of space, or storage of equipment. Any User who, in a previous rental with the Center, was more than 90 days past due on amounts owed to the Center will be required to submit the entire estimated amount for the current request, in cash or money order, with the signed contract. If deposit is not received, the event's reservation will be cancelled. The final **50%** of estimated costs and any additionally-incurred costs will be billed within thirty (30) days after the close of the event.

- D. Facilities Use Agreement Information:** Once a Space Request Form has been accepted, the requestor will be contacted by the Center's Director or his/her designee and asked to provide detailed information concerning the event and then meet to discuss estimated costs. A Facilities Use Agreement cannot be entered into until this communication has taken place.

After the above steps have been completed, each requestor will receive a full MWPAC Facilities Use Agreement package, including the Facilities Use Agreement, Scheduling and Use Policies and any other attachments as necessary based on the type and nature of the event. Once a Facilities Use Agreement has been signed, initial deposit submitted, and Ticketing Services Request Form returned (if applicable), a copy of the fully executed Facilities Use Agreement will be provided to the User by Center Management. Any event involving ticket sales at the Box Office will include a listing of the event on the Center's website five business days after the execution of the Facilities Use Agreement. Users are required to sign a Change Order Agreement if a requested change in services and/or equipment results in a cost increase of more than 10% of the original estimate.

**Note:** No event shall be held in the Center without an executed Facilities Use Agreement and other appropriate documentation signed by both parties. This Facilities Use Agreement must be signed and executed no later than six (6) weeks prior to the event. If Center Management is not in receipt of a signed and completed Facilities Use Agreement six (6) weeks prior to the event date, the Center reserves the right to cancel the event and release the date. The Facilities Use Agreement must be fully executed prior to ticket sales, promotion of the event, occupancy of space, and storage of equipment.

- E. Ticket Sales:** Ticket sales and promotion of an event cannot begin without a fully executed Facilities Use Agreement, which includes completed Ticketing Services Request Form, Proof of Insurance, Deposit and a copy of 501(c)3 certificate, where applicable. Five business days following execution of Facilities Use Agreement, tickets will be available at the Box Office. Center may retain four house seats per performance/event to use at its discretion. All tickets are non-refundable. If User's event has multiple performances, User may approve ticket exchanges. If exchanges are allowed, the patron will incur an exchange fee determined by the Center's Director.
- F. Marketing Policy:** Advertising an event prior to event confirmation is prohibited and may result in denial of the request to use the Center. User is responsible for all event promotion. In all advertising and promotion for User's event, the MWPAC is to be used as a LOCATION ONLY. The Center's logo may not be used. The MWPAC may not be indicated at the top of the publicity piece

in title-style (such as “Appearing at the Myrtle Woldson Performing Arts Center”). Event location should be indicated near the MWPAC’s phone number. The font size for the MWPAC must be no larger than the font size used for the phone number of where to call for tickets. Reference must read in a manner as follows: “Presented at the Myrtle Woldson Performing Arts Center” or “For tickets, call the Myrtle Woldson Performing Arts Center.” If different wording is used, permission from the Center’s Director must be granted. All ads must prominently state that the event is being presented by the User. A sample of printed marketing materials must be sent to [rossingp@gonzaga.edu](mailto:rossingp@gonzaga.edu) for approval before distribution.

- G. Programs:** User is responsible for the production, printing, and delivery of the event program to the Center. Event programs must be delivered to the Center staff at least two hours prior to the scheduled event. Center is responsible for the distribution of programs and will discard any remaining programs unless prior arrangements have been made.
- H. Disclaimer Requirement for Printed Materials:** Non-University individuals or groups may be asked to include the following statement in any printed materials related to a scheduled event: “Use of the Myrtle Woldson Performing Arts Center does not imply Gonzaga University sponsorship.”
- I. Sale of Merchandise and Concessions:** Souvenir programs, recordings and other merchandise may be sold at the Premises listed on the Facilities Use Agreement, with prior written approval of the Center’s Director and subject to the following conditions:
  - a. The User must request written approval of the Center’s Director at least 30 days prior to the event to sell merchandise.
  - b. Sales are subject and subordinate to any pre-existing concession agreement(s) applicable to the Premises listed on the Facilities Use Agreement. User must contact Megan Hawley with Follett at (509) 313-6861 to make arrangements and discuss commission.
  - c. The Center’s Director will specify the location where sales will be made; sales may take place only before and after the event and during intermission, if any.
  - d. Prices charged for items must be clearly displayed and all displayed items must be for sale.
  - e. User is individually liable for the reporting and payment of all applicable taxes for sales.
  - f. Center’s Director reserves the right to refuse permission to sell or distribute any item that does not directly relate to the presentation of a specific event for which a Facilities Use Agreement has been issued or any item which in normal use or misuse may cause damage to the Center, its staff or patrons, offend the patrons of the performance, or be contrary to the University’s Catholic, Jesuit identity and Mission.
  - g. Center retains exclusive right to operate all concessions, including, but not limited to, soft drinks, coffee, alcoholic beverages, food items, candy and confections before, during and after any events. User or third party acting on behalf of User may not obtain permits to sell alcohol or other concession items at the Center. For special circumstances (large festivals

with vendors, etc.), the Center's Director must approve all items brought from outside sources.

h. The Center shall retain 100% of gross sales for concession items it provides.

i. **Food or drink will be limited to areas designated in the Facilities Use Agreement.**

- J. Collections:** User shall make no collections, donations, or solicitations of or for money or goods of any kind on the Center premises without first obtaining written permission from the Center's Director.
- K. Licenses and Fees:** Except as otherwise provided herein, User shall obtain all permits and licenses required by the laws, ordinances, rules and regulations for User's event, including licenses to perform all copyrighted material. User is responsible for all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used or incorporated in User's event. User shall indemnify, defend and hold harmless the Center, Gonzaga University, and their agents from any claims or costs including, legal fees which might arise from the use of any such material described above. Center shall, either prior to or subsequent to a performance, have the right to require any User to furnish satisfactory evidence that such User has obtained all such licenses.
- L. Rehearsals:** The rehearsal schedule must be included with the Facilities Use Agreement. It is understood that only the cast and production crew plus authorized representatives of the User and the Center will be in performance space during a rehearsal. An open rehearsal for invited patrons will constitute a performance with a full house staff on duty.
- M. Labor:** There is a minimum charge of (3) hours for any rehearsal time or labor assignment in conjunction with any event. Any amount of time up to three (3) hours is automatically billed at three (3) hours. Additional time beyond three (3) hours will be billed as incurred. Access for a 10-hour period between 8am and 11pm is the maximum time User can utilize the space for any combination of rehearsal, set-up, and performance. More than ten hours within the 8am-11pm time frame will be billed at \$100/hour for space and regular labor rates. Requests for access outside of the above hours must be arranged at least 45 days in advance and will be billed \$250/hour for space and be subject to overtime labor rates. The Center is not obligated to add additional time to the contract during a performance run because a show is running behind schedule. Rental is determined by the total time the facility is booked for the event (taken off-line so that other events cannot use the facility), not the amount of time the facility is occupied.
- N. Meal Breaks For Crew During Events:** When work continues for five (5) hours and does not exceed eight (8) hours, a one (1) hour unpaid meal break must be given to crew members hired for the event. When a one (1) hour meal break is not given, a meal must be provided by the User with a thirty minute (30 min.) break in which to eat the meal – then work may continue upon discussion

with the Rental Supervisor. If a meal break is not given in the time period stipulated, double the standard hourly rate will be paid until a break is received.

- O. Use of Center's Stage Equipment:** Only qualified personnel approved by the Center are allowed to operate sound equipment, lighting equipment, fly rail, or any other Center stage equipment. The Center reserves the right to use Center technical staff when safety or expertise is a consideration. User-supplied, qualified technicians may be allowed with prior approval from the Center.
  
- P. Fees for Stage Equipment Not Owned by Center:** Stage equipment which is rented for an event must be stated in the Facilities Use Agreement and approved by the Center's Production Manager or Audio Supervisor. Any rental equipment not in the Center's inventory is charged back to the User at the Center's cost. The Center is not responsible for providing any equipment requested later than two weeks prior to the start of the event. In the event the Center does provide said equipment at such a late request, it is subject to a 20% surcharge on the rental cost with respect to this equipment. If available, User must use equipment within the Center's inventory rather than similar equipment provided elsewhere unless approved otherwise by the Center's Director. Any additional equipment provided by the User must also be approved by the Center's Director. Excessive or extended use of Center equipment will be assessed an additional charge as determined by the Center's Director.
  
- Q. Non-profit status:** Non-profit organizations will be required to furnish evidence of non-profit status with the signed Facilities Use Agreement.
  
- R. Fee Waivers:** The Center's Director reserves the right to reduce or waive facilities and property charges where a compelling University or public need or interest is served; an example is using a designated facility as an emergency shelter for hurricane evacuation or other disasters. All requests for fee waivers must be submitted in writing to the Center's Director.
  
- S. Billing and Review of Bills:**
  - 1. An invoice for the amount due under the Facilities Use Agreement (less the deposit) will be issued within thirty (30) days after the close of the event. Payment is due within thirty (30) days after the date of the invoice. Box office statements are provided with the final settlement sent to the User. The Box Office can also provide User with a list of ticket purchasers and other direct marketing information for the event if requested.
  - 2. Gonzaga University Departments will be sent an itemized invoice to reflect the charges the Center submits to the Controller's Office on a Journal Entry form.
  - 3. All payments shall be made by check or money order payable to Gonzaga University.
  - 4. All Non-University Users are subject to State of WA sales tax for equipment rented from the Center. User will be charged 8.9% sales tax unless tax exemption certificate is provided.

5. User is responsible for collecting from attendees and remitting to the City of Spokane all applicable City of Spokane Admissions taxes.
6. All outstanding balances must be paid prior to making a reservation for a future function. In the event a reservation is already in place, the contract cannot be executed with an outstanding balance.
7. If User does not pay final invoice by due date, a collections agency may be retained and User will be responsible for paying for their services.
8. If there are questions concerning a bill, please forward them, in writing, to: Director, Myrtle Woldson Performing Arts Center, 211 East DeSmet Avenue, Spokane, WA 99258 or e-mail them to: [simsl@gonzaga.edu](mailto:simsl@gonzaga.edu). User may request, in writing, a review of charges within 30 days of issuance of the final bill.

**T. Cancellation or Changes Made by the User:** The Center shall claim as liquidated damages all deposits held and money owed on invoices outstanding if a User cancels an event any time after the Facilities Use Agreement is signed. These outstanding amounts may include, but are not limited to: tickets printed, mailing fees, credit card charges, advertising, stage labor, administrative costs and equipment rental. Notice of cancellation of the use of any facilities and/or services must be made in writing no later than three (3) weeks prior to the event. Failure to provide such notice will result in the User being billed the full facility rental fee and/or deposit charge.

In the event of postponement of an event, all charges must be paid in full before a new event date will be confirmed. The deposit will be credited to the postponed event that is reconfirmed within 6 months of original confirmation.

**U. Cancellation Date, Following Execution of Facilities Use Agreement - Liquidated Damages**

If User cancels the Facilities Use Agreement, the parties agree that the damages suffered by the Center will be difficult to calculate. The parties agree that any cancellation of the Facilities Use Agreement by User shall be subject to the following schedule of liquidated damages to be paid by User in addition to all other amounts owed to the Center by User.

1. More than 6 weeks prior to event: 100% of initial deposit, plus ticket fees for all tickets sold.
2. Between 6 weeks and 3 weeks prior to the event: 100% of amount on Preliminary Estimate of Costs Form (minus labor charges not incurred), plus ticket fees for all tickets sold
3. Less than 3 weeks prior to the event: 100% of amount on Preliminary Estimate of Costs Form, plus ticket fees for all tickets sold.

If necessary to cancel during the weekend, due to proximity to the event date, User should call the Gonzaga University Office of Campus Security and Public Safety at (509) 313-2222 and the Rental Supervisor for the event.

**V. Cancellation or Changes made by the MWPAC:** Due to factors beyond the control of Gonzaga University, such as weather conditions, unavailability of the facility due to physical damage, or mechanical breakdown of support systems, the Center may cancel a previously scheduled event at no expense to the Center and without financial liability to the User. In the event of a weather emergency in which the University is closed, external events being catered and facility reservations may be cancelled. If an event is cancelled, the Center will contact the primary contact listed in the Facilities Use Agreement to discuss the cancellation and rescheduling opportunities.

**W. Insurance:** All non-Gonzaga Users must obtain and maintain liability insurance, at their sole expense, that covers the event and all related activities and that names User and the Myrtle Woldson Performing Arts Center and The Corporation of Gonzaga University, and their respective officers, agents and employees as additional insureds.

1. User may elect to pay for Tenant/User Liability Insurance Policy (TULIP) coverage with a limit of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate from GU's insurance broker or from another source providing TULIP coverage with terms acceptable to GU. If User elects to purchase TULIP coverage outside of the GU TULIP option, User must provide GU with evidence of TULIP coverage satisfactory to GU no less than 30 days prior to the scheduled event. The cost of TULIP coverage is an additional amount and is not included in other amounts charged to User as set forth in these Policies.

2. Alternatively, if User elects not to obtain the above-described TULIP coverage or it is not available to User, User shall maintain, at its sole cost and expense, general liability insurance with limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, insuring User and GU and its officers, directors, agents, employees and assigns, from claims for personal injury, bodily injury (including, without limitation, death) and property damage that may arise from or in connection with the User's use of the Facilities (including, without limitation, claims arising out of any act or omission of User, its employees, agents, contractors, subcontractors, and guests). This insurance will: (1) be with reputable companies licensed to do business in Washington and on customary forms; (2) provide that coverage thereunder may not be canceled, terminated, changed or modified unless GU receives 30 days' prior written notice thereof; (3) be primary and not contributory, (4) be on an occurrence basis; and (5) be written by companies with a BEST guide rating of B+: VII or better. User must furnish an Accord Form Certificate of Insurance (or copies of policies, if GU requires) evidencing compliance with these requirements at least 30 days before the start of User's use of the Facilities, naming "The Corporation of Gonzaga University, its officers, directors, agents, employees and assigns," as additional insureds, and containing a waiver of subrogation as to the additional insureds.

3. The minimum limits of insurance required herein will not limit User's liability under other provisions of the Facility Use Agreement.

4. Notwithstanding User's TULIP or other liability insurance, User shall maintain, at its sole cost and expense, workers' compensation insurance for its employees as required by state law.

### **Section III: General Regulations for all users**

The following are general regulations that apply to all Users of the Center:

#### **A. Sponsor Accountability:**

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

#### **B. Observance of Rules and Policies:**

Individuals or groups using the Center shall assume full responsibility for adherence to University policies as well as all local, state, and federal laws regarding the use of Facilities. This includes but, is not limited to, policies stated on the University's website, including the Student Code of Conduct and other University policies located at <https://www.gonzaga.edu/student-life/student-services/resolution-center/student-code-of-conduct>.

#### **C. Denial of Use of Facilities:**

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

#### **D. Supervision of Minors:**

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

#### **E. Alteration and use of the premises:**

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

#### **F. Decorations, Exhibits, and Displays:**

Decorating and posting limitations must be discussed with the Center's Director at the time the event is scheduled. No tape, glue, tacks, Velcro, staples, pins, or nails are permitted on the

walls, doors, floors, ceilings, glass, draperies, or woodwork of the Center without prior approval of the Center's Director.

Doorways, hallways, corridors, staircases and fire exits cannot be blocked or obstructed; all fire alarm pull stations, hydrants, and extinguishers must remain unobstructed and accessible by someone in a wheelchair.

Light bulbs may not be placed where the heat from the bulbs might create a fire hazard.

The use of candles or incense is not permitted.

Helium balloons are not permitted.

Table centerpieces must be non-flammable or constructed of fire-resistant materials.

Special effects equipment, such as smoke, fog and fire machines, sparklers, etc. are not permitted without prior approval of the Center's Director. Extra charges may apply if a Fire Marshal is required during the event.

The use of glitter, rice, or similar materials in decorations and activities is not permitted.

Decorations, exhibits, displays and directional signs must be removed immediately following the event or activity, unless the Center's Director has approved other arrangements.

Gonzaga University (or its designated vendor) is not responsible for the loss of any materials, displays, gifts, favors or other items left in the Center or on the grounds.

No erection of special platforms, water tanks, scaffolding, rigging or trusses, and other similar apparatus is allowed without the prior written approval of the Center's Director.

Any special needs for decorations, exhibits, and displays beyond the scope of this policy must be approved by the Center's Director.

#### **G. Storage:**

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

#### **H. Set Construction:**

Set construction is not allowed at the Center. We do not have a proper shop space and dust, noise, and space are constant concerns. We encourage designing sets to use stage weights rather than screwing into our deck for support wherever possible. Renter must receive prior permission before screwing, nailing, or drilling into the stage floor. Painting is not allowed except for touchup painting with proper drop cloths in place. No spray painting is allowed.

#### **I. Tools and Supplies:**

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

**J. Lost Articles:**

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

**K. Security:**

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

**L. Broadcasting and Recordings:**

User shall not, and shall not permit others to, broadcast, telecast, record or reproduce any rehearsal, performance or parts thereof in or about the premises without the prior express written consent of the Center and Artists or Artists agency. Consent, if given by the Center, shall be set forth in a separate agreement signed by both User and the Center. User shall be responsible for the payment of all fees, costs and personnel expenses and other charges related to any such broadcast, telecast recording or reproduction prior to engaging in any such activity. Exceptions may be made for news media or other production media when advance arrangements are made with Center management and are approved by artist(s) and/or artist(s) management. Center staff reserves the right to gather and temporarily hold User's noncompliant recording equipment for the duration of the performance or evict other individuals for not complying with the recording authorization requirements of these violators. User shall include the following written credit line on any commercial recordings made within the Center: "Recorded at the Myrtle Woldson Performing Arts Center"

**M. Photographs:**

Renter shall not take or permit to be taken, photographs in or about the premises at any time without the prior express written consent of the Center and Artists or Artists agency. Consent, if given by the Center, shall be set forth in a separate agreement signed by both User and the Center. User shall be responsible for the payment of all fees, costs and personnel expenses and other charges

related thereto. If the User shall desire to have photographs taken at an engagement, User shall make a request to the Center prior to the commencement of ticket sales.

**N. Open Flame/Fog/Pyrotechnics:**

The use of candles or any other open flame is not permitted on the premises without express written consent of the Center. There is to be no use in or about the premises of any substance of an explosive, corrosive or flammable nature, without the express written permission of the Center. All stage materials used shall be flame proofed. User shall not cause or produce or cause to be emanated any unusual, noxious or objectionable smokes, gases, vapors or odors. The User is also responsible for the use of theatrical smoke in such ways that the smoke alarms do not go off and must get express written permission of the Center to use it. Pyrotechnic permits take a minimum of 30 days to process with the state. The Center, therefore, requires a 60-day minimum notice so that there is ample time to get University approval and apply for a permit.

**O. Flame/Fire-proofing:**

All materials used for decorations and theatrical scenery, including all drops, must be Class "A" rated for flame spread. Users must have documentation that certifies that all materials meet this requirement. Without this documentation, the Management of the MWPAC has the right and obligation to perform a field flammability test, which requires a small sample of material. Any materials that fail the test cannot be used onstage.

**P. Backstage Areas and Access:**

The MWPAC reserves the right to assign dressing rooms to User and to reassign those rooms if necessary. The Green Room is provided for the mutual use of all personnel associated with all events occurring in the Center. It is not a private space. Dressing rooms, Green Room, backstage and stage areas must be kept clean, orderly and quiet. Multiple events may occur simultaneously. User must provide adequate adult supervision for all events involving participants under the age of 18.

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

**Q. Audience Seating Areas:**

During rehearsal, set-up, and strike periods, Rental Personnel shall restrict their activities to the stage, backstage and production areas. When it is necessary for a director, designer, or stage manager to view a rehearsal or set-up from the audience area, use of the seating areas are restricted to directorial and technical personnel. When the audience seating areas are used for directorial activity in connection with the rehearsal or production of an event, the User will be

responsible for the clean-up of the area used. In the event that cleaning of the seating areas is deemed necessary due to a person or person(s) associated with User's event occupying the area, a cleaning fee will be assessed and charged to the User. The audience seating areas are not to be used for the storage of coats, personal belongings, musical instrument cases, or other paraphernalia associated with the pre-performance production of an event. **Food and drink are strictly prohibited in the seating and performance areas of the venues during pre-performance production of an event. Food and drink during performances require prior permission from Center's Director and involve special restrictions.**

**R. House Opening and Capacity:**

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

**S. Standing Room:**

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

**T. Actual Start Time of Performance:**

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

**U. House Announcement:**

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

**V. Intermission:**

Standard intermission will be 15 minutes in duration. Changes in number of intermissions or duration of intermission(s) must be stated in the Facilities Use Agreement so House Management can be made aware.

**W. Box Office:**

Box Office hours of operation are Monday thru Friday, 12-5pm. The Box Office will open 90 minutes prior to curtain time on performance dates and remain open until 30 minutes after

performance begins. Access to the Box Office will be restricted to Ticketing personnel and the Center's Director.

**X. Late Seating:**

Late seating will occur during the first opportunity (break in performance). Until that time, audience members will be held outside in the Lobby. The appropriate "break" will be determined in consultation between House Management, Rental Supervisor, and the performer. How and where late arrivals are seated will be venue and performance specific. All decisions relating to late seating shall be in the sole discretion of the Center's Director.

**Y. Medical Emergency Inside Performance Hall:**

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

**Z. Smoking:**

The Center is designated as tobacco-free and smoking is not allowed within 25 feet of the Myrtle Woldson Performing Arts Center. User shall be responsible for seeking adherence to smoking regulations for all performers and other personnel they bring into the building and shall be strictly liable for any violations of the Center's smoking regulations.

**AA. Traffic and Parking:**

The Center does not control, nor can it reserve, parking for User or the staff and patrons of User. The Center only has on-site parking for handicapped patrons and a bus drop off lane. Parking at the loading dock area is strictly regulated and limited to vehicles required for the loading and unloading of material required for the event. Improper parking or blocking of the loading dock area risks removal at vehicle owner's expense. There is to be no idling in the loading dock area.

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

The aforementioned items are not allowed inside the Center. If they are found in the building, they will be removed from the premises and given to the Gonzaga University Campus Security and Public Safety Office under the direction of Center Management. Retrieval of these items will be the responsibility of the owner.

**CC. Animals:**

Except for service animals as defined by Washington law, animals are not allowed in Center facilities.

**DD. Disturbances:**

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

**EE. Children's Attendance Policy:**

We understand that occasionally event attendees may wish to bring young children to a show. The Center believes in exposing young people to the performing arts at an early and appropriate age. However, unless an event is designated for younger audiences, children under the age of 5 years will not be admitted to events at the Center. Users and patrons are urged to confirm the appropriate age for a specific event with the Box Office and to prepare their children for the experience by explaining basic audience etiquette to them. Children talking or moving around in a manner that is distracting to other patrons may be asked to move or leave the theatre. An adult must accompany children under the age of 12.

**GG. Ticketing Services:**

**All audience members, regardless of age, must have a ticket for entry.** The MWPAC Box Office will manage the ticketing for all ticketed events within the building regardless of User. Decisions about which events will be free and which free events will be ticketed will be made in consultation between Center Management and the User. The Ticketing Services Manager must approve any special offers or discount offers before any advertising can be done. Only one discount per patron or group will be allowed. Center Box Office will print tickets for events held in the Center that are not purchased through online ticketing at home. There will be a \$3.00 Ticket Processing Fee added for each ticket sold. Each ticket mailed will be subject to a \$1.50 shipping and handling fee. Online ticketing is available by request for a fee to be set by the Center. The ticketing software vendor charges an additional 12% per ticket at the time of purchase for online sales only. In the case of rental performances, when the event requires that the Box Office must remain open beyond 30 minutes past start time (due to circumstances caused by the User), a fee of \$10 per hour per staff member (above and beyond their hourly rate) will be added to the User's final invoice to accommodate overtime charges.

**HH. Catering:**

Zag Dining is the preferred supplier of all food and beverage services for the Center. All food and beverage items, for both Front of House and backstage events, must be arranged with Zag Dining, which is also the sole supplier for alcoholic beverages at the Performing Arts Center. Alcoholic

beverage services include the beverages, bartenders, and the provision of the appropriate beverage license. Zag Dining may be reached at (509) 313-6906. **Food or drink will be limited to areas designated in the Facilities Use Agreement.**

## **II. Alcohol:**

The use or possession of alcoholic beverages at the Center is prohibited except when alcoholic beverages are sold and served pursuant to a separate agreement between User and Zag Dining or another licensed and insured alcoholic beverage service company that has been approved by GU. The University will enforce federal, state, and local laws, as well as its own alcohol and drug policies. The possession/use, distribution, sale or provision of alcoholic beverages to a person under age 21 by any person is prohibited.

## **JJ. Drugs:**

As required by federal law applicable to institutions of higher education, recreational and medical marijuana and cannabis products are strictly prohibited at the Center and the Gonzaga University Campus. User, its members, and guests are prohibited from possessing, using, and/or distributing illegal drugs, including marijuana and cannabis products on GU property.

## **KK. Weapons:**

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