

USAGE POLICIES

The individual signing the Lease Agreement document is hereinafter referred to as LESSEE. Gadsden State Community College is hereinafter referred to as GSCC.

1. No person may be supported from any overhead rigging or support regardless of proposed use.
2. LESSEE is responsible for providing 9-volt alkaline batteries for all wireless microphones.
3. No scenery or any other object may be attached to the curtains or other soft goods. LESSEE will be billed for the FULL cost of replacement/installation of any curtain, scrim, or other soft good that is damaged in any way including rips, paint spills or other stains.
4. The classroom wing may be closed to an event if classes or other GSCC functions are disturbed in any way by persons affiliated with the LESSEE's event.
5. LESSEEs shall not permit any person to secure anything to the floor, walls, chairs, curtains, ceiling and/or any other surface by use of nails, screws, bolts, staples, any form of glue/adhesive, tape and/or anything else that might cause damage. LESSEE will be financially responsible for all damages.
6. GSCC Staff must approve any scenery, backdrops, set-pieces, theatrical equipment, and/or any other items to be attached to the rigging.
7. GSCC reserves the right to terminate an event if public safety is compromised in any way.
8. GSCC is not responsible for losses, delays, injuries and/or damages incurred by the LESSEE due to failure of systems operated by the College, including but not limited to: lighting systems, sound systems, video systems, air-conditioning, heating, water and/or power.
9. Any person operating GSCC equipment must be approved by GSCC Staff.
10. GSCC shall not be held liable for damages, injuries or losses related to the use of Wallace Hall.
11. GSCC reserves the right to make a pre-show announcement before any event detailing emergency procedures and other information related to GSCC.
12. LESSEEs are expected to maintain a safe working environment at all times. Children shall not be permitted to run or play at any time.
13. There shall be no persons permitted backstage that are not directly participating in an event.
14. No person will be allowed to throw any object or substance from the stage or elsewhere.
15. Firearms, weapons, alcoholic beverages, tobacco products and illegal drugs of any kind are strictly prohibited on the GSCC Campus.
16. The maximum capacity of Wallace Hall Fine Arts Center is 1,215 persons. Tickets shall not be sold in excess of this number, nor shall seats be added.
17. Hallways, aisles, doorways, stairways and other means of egress must be kept clear of persons and equipment at all times. Fire equipment may not be blocked.
18. GSCC Staff may limit the number of participants allowed on stage/backstage during any production to prevent unsafe crowding of wing space and exits. The Choral Room (#129) has a maximum capacity of 50 persons. The Theatre Room (#144) has a maximum capacity of 30 persons. The stage left dressing room has a maximum capacity of 13 persons.
19. No pyrotechnics, fireworks, open flames will be permitted in any circumstance.
20. It is not the responsibility of GSCC Staff to load-in, set-up, take-down any sets, props, and/or equipment that is property of the LESSEE.
21. No food or drinks are permitted inside the auditorium at anytime (unless sold by exclusively by GSCC staff). The vending machines in the classroom wing may be switched off during events.
22. Food or drink items are prohibited (except bottled water) on stage, backstage, dressing rooms and classrooms. The LESSEE shall be billed a \$25.00 fee for each incidence that food or drink items are found backstage.
23. Wallace Hall Staff are to be provided with fifteen (15) minute breaks every three (3) hours and forty-five (45) minute breaks every six (6) hours.
24. GSCC Staff will not permit individuals to reserve seats for any purpose. Reserved seating for graduates in school ceremonies is exempt. GSCC Staff may reserve approximately 15 seats for disabled persons. Any seating reservations done by someone other than GSCC Staff may be removed. No exceptions will be made. GSCC may at times close seats for access to technical areas.
25. No property, signs, or decorations are allowed on the building exterior or sidewalk.
26. No construction or painting is permitted other than that which is required to install previously constructed scenery or equipment. Should the stage require repainting following an event, the LESSEE shall be billed \$400.00.
27. The LESSEE agrees that there will be no discrimination in the use of this building regarding race, religion, sex, or nationality.
28. GSCC is the sole provider of concessions during events. LESSEEs may not sell food, drinks or candy at any time.
29. The LESSEE should ensure that all events start on time and be delayed only in the event of unusual technical difficulties or extreme weather conditions. GSCC Staff will not permit delays in the start of an event with the exception of the aforementioned reasons.
30. Glitter, streamers, confetti, sparkle spray, balloons, glitter hair and body sprays, feathers, bean bags, hay, fake snow and/or other small confetti or glitter-like goods are strictly prohibited from use in any way inside the Wallace Hall Fine Arts Center. The LESSEE shall be billed for all cleaning costs if any of these prohibited items are used in any way during event (this includes costumes, set pieces, etc.). It is the sole responsibility of the LESSEE to inform all participants of this policy. The LESSEE is fully responsible for any person associated with an event that ignores or is unaware of this policy.
31. It is the sole responsibility of the LESSEE to ensure that proper rights are acquired for the production of copy-written works (music and theatre). The LESSEE agrees that they hold the necessary license for any music or other work that will be used in a Wallace Hall Fine Arts Center event. GSCC may refuse to permit the use or performance of any work that is copyrighted when the LESSEE has failed to provide appropriate documentation that rights have been acquired. The LESSEE shall be fully responsible for any charges, fees or payments due to the owner of copyrighted works used in an event in any fashion.
32. If the facility is occupied past the rental term period the LESSEE will be billed for additional hours of use as per the Wallace Hall Rental Rates document. At the conclusion of the rental term, all persons and property must be removed from Wallace Hall. GSCC may not be held responsible for any equipment or property brought to or left on the campus. The LESSEE may be billed for removal of all items left behind.
33. Only GSCC Staff, the LESSEE's staff & performers are permitted on stage.
34. The LESSEE agrees to hold an intermission of not less than fifteen (15) minutes for programs lasting 1½ hours or more unless a written agreement is reached between the Fine Arts Center and the LESSEE.
35. By signing the lease agreement, LESSEE agrees that the facility, its staff, its equipment and its service are adequate for hosting the event.

-END- (THIS DOCUMENT IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.)

SCHEDULING POLICY

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The purpose of this policy is to provide a clear explanation of the guidelines for reserving any part of the Wallace Hall Fine Arts Center at Gadsden State Community College.

EVENT BOOKING SCHEDULE
<p>GADSDEN STATE EVENTS: Beginning April 1st, Gadsden State event sponsors may request dates for the next calendar year.</p>
<p>PREVIOUS YEAR RENTERS: Beginning May 1st, previous year renters in good standing may request dates for the next calendar year.</p>
<p>NEW RENTERS: Beginning June 1st, new renters may request dates for the next calendar year.</p>

DAILY AVAILABILITY SCHEDULE

Wallace Hall events and rehearsals may be held during the following hours:

Monday – Thursdays from 8:00am until 10:00pm

Friday – Saturdays from 8:00am until 12:00 midnight

Sundays from 12:00 noon until 10:00pm

* The facility will not be open for more than twelve hours (consecutively or otherwise) in any given day. For events that are unable to fit within the availability schedule or for event that exceed 12 hours in a single day, a rate of \$200.00 per hour will be assessed.

SCHEDULING POLICIES

- All bookings for events must be made no less than six (6) weeks in advance of the event date.
- Date Reservation Requests for up to fourteen (14) days are available at no charge. If another request is made for this date, the renter who made the request will have the right of first refusal. Failure to submit required documents with result in release of dates.
- In order to confirm a date, a signed Lease Agreement must be submitted to the Fine Arts Center manager. The Lease shall not be considered in effect unless marked "ACCEPTED" on the Lease Agreement document by an agent of the College.
- Renters for any ticketed event or event charging an admission are required to submit a Box Office Service Agreement. Failure to arrange for Box Office Services for any event charging an admission will result in a \$1,500.00 Facility Renewal Fee assessment.
- Any renter who has not rented the facility in the 12 months prior to the initial application date shall submit a deposit amounting to 25% of the estimated rental fee. This deposit shall be subtracted from the invoiced fee. A deposit may also be required of any renter in poor standing from the previous year.
- If the Fine Arts Center manager has not received the Lease Agreement AND Box Office Service Agreement (if applicable) by six (6) weeks prior to the event, the College reserves the right to cancel the event and release the date(s).
- The Lease Agreement AND Box Office Service Agreement must be submitted prior to ticket sales, promotion of the event and occupancy of space.
- Advertising an event prior to Lease acceptance is prohibited and grounds for rejection of future rental applications.
- The College reserves the right to use the Fine Arts Center for any purpose during the term of the lease while the facility is not being used by the lessee for production purposes. This includes college events, classes and maintenance work.
- Performance Rental Rates and Rehearsal Rates cannot be combined on a single day. The Renter must select the Performance Rate if the building will be open to the public. Non-Profits presenting more than three (3) performances of the same event may receive a 25% discount on the Performance Rental rate for a five (5) hour performance block. Additional same day performances are billed at 50% of the standard rate.
- The College may at its option offer an adjusted rental rate if circumstances warrant.
- The College reserves the right to terminate the lease agreement for good cause (which does not include subsequent scheduling of a more preferred event). Should the College exercise said right to terminate this agreement, the Lessee agrees to forego any and all claims against the College and shall have no recourse of any kind against the College.

DEFINITIONS

Renter/Lessee - The person renting the facility on behalf of a group or organization. This person is responsible for following the policies, regulations, procedures contained within the user guide and passing along all pertinent information to staff, participants, performers and audience members.

Performance - A full run of the production with audience present, utilizing costumes, make-up, and all technical elements. Complete house, stage, and technical staffing are required.

Rehearsal - Rehearsal of any or all of a production utilizing rehearsal lighting, without any audience, technical support, or technical equipment. Supervisory staffing is required.

Load-In - Load-in comprises delivery and set-up of all stage equipment that the Lessee requires for the production. It is the exclusive responsibility of the Lessee to load-in any equipment or scenery.

Strike - Strike is the removal of all scenic materials and equipment modified or added for a particular event or production. Please note that Lessees must remove all scenic items and materials that they brought in during strike. Dumpster facilities are NOT available. The Lessee will be billed for any item left behind.

BOX OFFICE POLICY

1. **Door Sale Hours** - Box Office hours on Performance days run from one (1) hour before curtain to one-half (1/2) hour past curtain. For purpose of this agreement, curtain shall mean the time printed on the tickets. These hours may be extended, with any additional hours charged at the rate of \$40 per hour to the LESSEE.
2. **Minimum Facility Fee:** The Facility Renewal Fee assessed on each ticket is the sole funding source of the box office operation. Therefore, any event not selling at least 100 tickets shall be assessed a minimum \$200 Facility Renewal Fee.
3. **Contact Person** - The LESSEE will appoint one person to be the contact person with the Box Office. All changes, comp requests, and requests for event financial information must come through that person.
4. **Complimentary Tickets** - The lessee pays \$0.40 for each requested complimentary ticket. Maximum of 50 comps per event. Wallace Hall Fine Arts Center reserves the right to use, at its discretion ten (10) complimentary tickets per event in seating locations to be determined by the center. These tickets may be used for any purpose by the center including promotional purposes. If unused, these will be added back to the ticket pool.
5. **House Accessibility** - We will hold twelve seats until fifteen minutes prior to curtain for disabled patrons.. Our accessibility policy may be reviewed at wallacehall.org and is compliant with the American with Disabilities Act (ADA).
6. **Refunds** - Our policy is no refunds, no exchanges for any purpose. If a patron requests a refund, they will be informed of the Wallace Hall policy which prohibits refunds and directed to call the ticketing contact person designated by the lessee. If an event is cancelled due to bad weather, previously purchased tickets shall be honored on the rescheduled performance date. The Box Office manager reserves the right to provide a refund for cause in keeping with the College's policy of retaining public faith. This shall include, but not limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of equipment, failure of act to appear or to go on stage within reasonable time of schedule provided by lessee.
7. **Settlement** - The Gadsden Cultural Arts Foundation will pay out all ticket revenue owed to the Lessee (minus any credit card processing fees, service fees and Facility Renewal Fees) within ten (10) business days following the event.
8. **Ticket Prices** - The Wallace Hall Facility Renewal Fee charge will apply to ALL tickets. All ticket prices shall be whole dollar amounts. Facility Renewal Fees must be included in the full price of the ticket advertised to the public.
9. **Ticket Design** - Wallace Hall Fine Arts Center shall have exclusive control over the design and content of any printed ticket.
10. **Cancellation** - In the event a performance is cancelled, the Lessee is still responsible for all Box Office Fees incurred to that point. Additionally, the Lessee will be assessed an additional 10% fee on the total amount credit charges to date at cancellation, to cover resubmitting charge cards for credits. A service charge of \$250.00 will be assessed for all cancelled events.
11. **Sales Tax** - Presenter is solely responsible for submitting Sales Tax on all tickets sold.
12. **Ticket Holder Age** - As required by Alabama Fire Code, all persons (regardless of age) must have a ticket for an individual seat. Children may sit on the lap of a parent, but that child must have a ticket to their own seat.
13. **Ticket Holder Behavior-** For the enjoyment of all patrons, The Center recommends that children under the age of 5 only attend shows promoted for that age. Patrons, of any age, whose behavior is not appropriate, will be asked to leave the theatre. (No refunds or exchanges.)
14. **Ticket On-Sale Dates** - Tickets for events must go on sale on a weekday (Monday-Friday) at 12:00pm noon.
15. **Season Passes** - If a lessee offers season tickets or a similar service, the lessee shall be responsible for submitting the facility renewal fee for each patron admitted by season ticket/pass.
16. **Convenience/Transaction Fees** - The College reserves the right to assess a Convenience Fee and/or a Transaction Fee on any purchase made online or by phone.
17. **Credit Card Processing Fees** - The Lessee shall be assessed 4% of all credit/debit card payments to cover the cost of processing.
18. **Advertising** - Wallace Hall Fine Arts Center requires that the Facility Renewal Fee be included in the total advertised ticket price. The following information must be included in all materials released by the User:
 - Name of Venue: Wallace Hall Fine Arts Center at Gadsden State
(Not Wallace Hall at GSCC or other incorrect variations.)
 - Address of Venue: 1001 George Wallace Drive, Gadsden, AL 35903
 - Website of Venue: www.wallacehall.org
 - A note stating, "Facility Renewal Fee included in price" may be listed at the discretion of the lessee.
 - No advertising or publicity may state or imply that the College sponsors or is responsible for the user's activities during the period of use.

If there is objectionable or adult language or situations, a statement to that effect must be printed on all advertising, promotions and literature.

FACILITY RENEWAL FEES

For all tickets sold, a Facility Renewal Fee will apply according to the schedule below. The Facility Renewal Fee shall be added to the Lessee's Base Ticket Price to determine the Face Value Price of the ticket. All advertised ticket prices must include the Facility Renewal Fee.

BASE PRICE	FACILITY RENEWAL FEE
\$1 to \$15	\$2
\$16 to \$30	\$3
\$31 & up	10% of base
School-day Performances (marketed only to schools for fieldtrips)	\$1 per student \$2 all others