



King Center

for the performing arts

3865 N. Wickham Road
Melbourne FL 32935
Administration: 321-433-5719
Fax: 321-433-5817
www.kingcenter.com

FACILITY POLICY AND PROCEDURE MANUAL

(Information, Policies and Procedures herein
subject to change without notice)

Issued to:

Date Issued:

Agreement # _____

Maxwell C. King Center for the Performing Arts, Inc.

KING CENTER STAFF

Steven G. Janicki	Executive Director/Programming
Tim Freese	Managing Director/Technical
Nance Burroughs	Marketing and Promotions Director
Chris Hauck	Director of Ticketing
Karen Wilson	Director Of Educational Programs
Donna Hanley	Director Catering/Special Events
Candis Sund-Jiran	Administrative Support
Autumn Shrum	Membership & Marketing Support Coordinator
James Boukedes	Manager, House Operations
Susan Giancola	Volunteer Coordinator
Deb Boutin	Marketing Assistant
Deb Boywid	Marketing Coordinator/Graphic Design
Kathy Tomlinson	Marketing Accounting Specialist

KING CENTER BOARD OF DIRECTORS

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Dr. James Drake, District President		

The King Center for the Performing Arts is a Direct Support Organization of Brevard Community College and operates as a 501(c)(3) not-for-profit organization.



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INTRODUCTION

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- 1) This policy manual is a part of the Use Agreement for the King Center for the Performing Arts, and the policies herein must be adhered to by the User of the King Center.
- 2) Should the User be found in violation of any of the provisions in this manual, and that violation is not corrected within 24 hours after notification to the User of the violation, then the King Center will immediately consider the Use Agreement null and void and the User will forfeit all advance payments made by the King Center and be liable for all rental fees and other expenses incurred, including attorney's fees whether or not the performance actually occurs.
- 3) The aforementioned Use Agreement, this policy manual, and any attached addenda constitute the only agreement between the parties relative to the King Center for the Performing Arts, and no oral statements or prior written material shall have any force or effect.
- 4) King Center for the Performing Arts, Brevard Community College, is committed to a policy of equal opportunity and equal access in all areas of the organization and shall be non-discriminatory with regard to race, color, religion, sex age, national origin, political affiliation, sexual orientation, veteran, or disability status.
- 5) The King Center for the performing Arts is located on the Melbourne Campus of Brevard Community College located at 3865 N. Wickham Road, Melbourne, Florida, 32935. Administrative office phone number is 321-433-5719 during working hours of 9 am to 5 pm Eastern Time. Fax number is 321-433-5817 available 24 hours.
- 6) It shall be the responsibility of the User to completely inform the proper agents or employees of the User concerning the King Center policies. For clarification of individual policies, please contact the King Center Executive Director.
- 7) Due to the varied requirements of each King Center User, all requirements and production costs cannot be completely defined within these pages. Additional specifications and costs will be determined after arrangements for each event have been established with the King Center Executive Director and will be attached to the Agreement as Addenda, signed and dated by the King Center Executive Director and User.

SECTION II BASIC PROVISIONS

- 1) **ENTIRETY OF AGREEMENT:** Agents of the King Center for the Performing Arts hereinafter referred to "King Center" or "KC", have made no representations or promises with respect to the said building or occupied premises except as herein expressly set forth in this policy manual and in the Use Agreement.
- 2) **HEAT, AIR-CONDITIONING, MECHANICAL SYSTEMS:** As part of the Use Agreement, the KC will provide heat and air-conditioning in compliance with the federal energy guidelines, and normal electrical power and water. KC is not responsible for interruptions of this service due to mechanical or equipment failures.
- 3) **COMPLIANCE WITH LAWS AND LICENSING:**
 - a. **COMPLIANCE WITH LAWS:** No activities in violation of federal, state, or local laws, or the Board of Health, shall be permitted on College premises, and it shall be the responsibility of the User, while under the terms and periods of the User Agreement, to enforce this provision.
 - b. **LICENSE/PERMITS/COPYRIGHTS:** The User shall pay for the fee for all licenses and permits necessary to conduct operations specified by the Use Agreement. The User will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials. Devices, processes or dramatic rights used with or incorporated in the event. User agrees to indemnify, defend and hold harmless Brevard Community College and the King Center from any claims or costs, including legal fees, which might arise from question of use of any such material described above. The King Center may require evidence of such licenses being in effect, such as ASCAP, BMI, and SESAC, etc.
 - c. **FIRE / SAFETY CODES:** All sets, costumes, props, smoke making equipment, flash pots, laser lighting equipment, and any other materials used by the User must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibits smoking, flammable decorations, open flames, and explosive or flammable fluids, gasses and compounds must be observed. The KC requires written evidence that all such codes have been observed and that operators have the required license(s).
- 4) **USER MUST PROVIDE TO KING CENTER AT LEAST 90 DAYS PRIOR TO FACILITY USE:**
 - a. **TAX-EXEMPT STATUS:** Organizations established as a tax-exempt organization as defined in Sections 501(c)(3) or 501(c)(4) of the Internal Revenue Code; or qualify as a political subdivision of a municipal, county or state government in Florida, must provide a copy of the I.R.S. determination letter confirming federal tax-exempt status, except for political subdivisions.
 - b. **NOT-FOR-PROFIT CORPORATION:** Organization must be registered as a not-for-profit corporation pursuant to Chapter 617, Florida State Statutes. Organization must provide documentation supporting their not-for-profit status.
 - c. **SIGNED CONTRACT(S) FOR ACT(S):** User agrees to furnish KC, at the time of Use Agreement signing, a copy of the signed contract and any addenda between User and act to be presented on the premises, Portions of this signed contract concerning financial arrangement with User may be excised.
- 5) **INSURANCE:**
 - a. **WORKERS COMPENSATION:** User must provide coverage to apply to all employees of User for statutory limits in compliance with the applicable state and federal laws.
 - b. **INDEMNITY:** The User shall indemnify and hold harmless Brevard Community College and King Center, against any and all liability, penalties, damages, expenses and judgments by reason of any injury or claim of injury to person or property of any nature and howsoever caused, arising out of the use, occupation or possession of the premises, within the boundaries of Brevard Community College property, or streets, parking areas, and sidewalks adjacent thereto by the User at anytime during the terms of the agreement. The User is hereby subrogated to any rights of the KC against any parties whomsoever in connection therewith. The KC shall promptly notify the User of any claim asserted against the KC on account of such injury or claim of injury to persons or property, and shall promptly deliver to the User the original or true copy of any summons or other process, pleading or notice issued in any suit or other proceeding the assert or enforce any such claim. The User shall have the right to defend any such suit with attorneys of its own selection at the User's expense. The KC shall have the right to participate in such defense at its own expense.
 - c. **FACILITY USE LIABILITY COVERAGE:** The User shall procure and maintain in force, policies of insurance issued by companies authorized to do business in the State of Florida to cover the following, with Brevard Community College and King Center to be listed as additional insured with User's insurance carrier:
 - i. Comprehensive General Liability (including spectator liability) providing the following limits:
 1. Bodily Injury or Death:
 - a. Each Person \$1,000,000 (minimum)
 - b. Each Occurrence \$1,000,000 (minimum)
 2. Property Damage Liability:
 - a. Each Occurrence \$500,000 (minimum)

- ii. The policies of insurance shall contain an endorsement providing contractual liability coverage to insure the liability assumed herein and the Executive Director shall be provided with a certificate evidencing all such insurance as specified herein.
 - iii. Any other insurance that the Executive Director may require in his discretion from time to time.
 - iv. **GOVERNMENTAL ENTITIES:** With regard to Governmental bodies covered by Florida Sovereign Immunity, coverage to be provided to the extent and to the degree that the liability incurred falls within the parameters of the waiver of sovereign immunity set out in Section 768.28 of the Florida Statute.
 - v. The KC will not be responsible for damage or loss to User's property, or that of the User's agents, employees, etc.
- 6) **PUBLIC SAFETY:** The user shall neither encumber nor obstruct the sidewalks in front of (or entrances to halls, stairs, lobbies, and audience areas) premises, nor allow the same to be obstructed or encumbered in any manner. The KC shall have the right to refuse to allow any materials that the Executive Director feels can be hazardous to life or property and the further right to require its immediate removal wherefrom if found thereon.
- 7) **ADDITIONAL SECURITY GUARDS:** The KC at its discretion may require additional security guards to be charged to User.
- 8) **CANCELLATION NOTICES:** (Also see Item 4 in Use Agreement) In case of cancellation by the User, it shall be the responsibility of the User to make reasonable amount of public announcements, at User expense, concerning the cancellation as soon as possible following the decision to cancel, including all area newspapers, news departments at all area commercial television stations, and at any area radio stations on which paid advertisements for the event were run. As User's hold on the date prevented the Executive Director from renting the KC to someone else, User shall be liable for all rental costs of KC for the cancelled date, that portion of the rent that was recovered will be refunded to user.
- 9) **INTERRUPTION OR TERMINATION OF EVENT:** The KC shall retain the right to cause interruption of any event in the interest of public safety, and to likewise cause the termination of such event when, in the sole judgment of the King Center, such act is necessary in the interest of public safety.
- 10) **EVACUATION OF FACILITY:** Should it become necessary, in the judgment of the King Center staff, to evacuate the premises because of bomb threat or for other reasons of public safety, the User will retain possession of the premises for sufficient time to complete presentation of the activity without additional Use fees. Providing such time does not interfere with another User. If, at the discretion of the Executive Director, it is not possible to complete the presentation of the activity, User fees shall be forfeited, prorated, or adjusted at the discretion of the Executive Director based on the situation, and the User hereby waives any claim for damages or compensation from the King Center or Brevard Community College.
- 11) **DAMAGE / CLEAN-UP RESPONSIBILITY:** User shall be responsible for any and all damages to the KC premises caused by the acts of User or User's agents, employees, patrons, guests, volunteers, and artists whether accidental or otherwise. User further agrees to leave the KC premises in the same condition as existed on the date User first used the premises under the Use Agreement, ordinary wear and use excepted. Charges incurred for post-event clean-up will be borne by the User. Restoring and cleaning of stage will be the responsibility of User in cooperation with the technical staff. KC will not be responsible for items left.
- 12) **RECORDING / BROADCAST FEES:** Non-production related activities are requirements placed on the King Center, its equipment and employees by the User when it is necessary to record or broadcast rehearsals, performances or events. The charges are as follows:
- a. Fifteen Percent (15%) increase in base rent when audio recording is required or broadcast is required.
 - b. Twenty Percent (20%) increase in base rent when Internet broadcast is required.
 - c. Twenty-five Percent (25%) increase in base rent when visual recording or broadcast is required.
- 13) **SERVING OF ALCOHOL BEVERAGES:** Under no circumstances shall User sell or distribute alcoholic beverages on KC / BCC premise. Alcohol purchases, sales and "give-away" are to be conducted solely through KC facilities and personnel. Please contact Executive Director or Catering Manager for additional details and costs.
- 14) **CLOSED-CIRCUIT TELEVISION SYSTEM:** KC reserves the right to use closed-circuit television monitors throughout the facility or premises of any stage performance. KC also reserves the right to advertise on said closed-circuit system.
- 15) **AMERICANS WITH DISABILITIES ACT INFORMATION:** Brevard Community College certifies that the King Center is a place of public accommodation and is accessible to disabled persons and in compliance with Title II and III of the Americans with Disabilities Act (ADA). User shall not render or allow any of its exhibitors, contractors, agents, invites or other persons it permits on the premises to render the King Center inaccessible to disabled persons or otherwise cause the King Center inaccessible to disabled persons or otherwise cause the King Center to be out of compliance with ADA, User shall immediately remove the cause and return the King Center to compliance. User shall pay and save Brevard Community College and King Center harmless from any and all damages, loss or liability of any kind whatsoever resulting from its actions or those of its exhibitors, contractors, agents, invites or other persons it permits on the premises in rendering the King Center inaccessible to disabled persons or otherwise causing the King Center to be out of compliance with ADA and the User will, at its own expense, defend and protect Brevard Community College and the King Center against any and all such claims and demands. User shall not be responsible for any acts of the King Center personnel or inherent characteristic of the King Center that violates ADA. User agrees that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C 12101, et seq.

SECTION III HOUSE/PERFORMANCE

- 1) **USER REPRESENTATIVE:** User will furnish to the KC Director the name, address and phone numbers of User's representative. This representative will then be the sole person authorized to make decisions or to negotiate with the staff of KC. The representative, who must be present at each performance and rehearsal, will then be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the staff of King Center. User shall also provide an individual who is known to the House Manager, or his/her designate, at or near the lobby entrance to handle claims and disputes that arise from User's ticketing policies and practices.
- 2) **PERSONNEL:** The KC will arrange for, at User's expense, ticket-takers, ticket-sellers, stage crew and any other personnel deemed fitting and necessary. Charges for such personnel and/or services will be added into the cost schedule estimate (addendum "A") of the Use Agreement.
- 3) **FRONT-OF-HOUSE/SECURITY PERSONNEL:** The KC reserves the right to furnish, at the discretion of the House/Volunteer Corps Manager, and supervise the services of all front-of-house volunteers and backstage security personnel to include, but not limited to, number, training, appearance, report time, uniform and placement.
- 4) **TIME:** House will be opened for seating one-half hour prior to scheduled performance time unless other arrangements are made with KCPA management. The program will begin at the time printed on the tickets. If the program is two hours or longer, there shall be an intermission of twenty (20) minutes in length. Specific arrangements to the contrary can be made with the KC Director. User will provide KC staff performance times to include length of first half, intermission and second half of the event.
- 5) **SECURITY:** All security arrangements will be made by the KC and will be billed to the User. No firearms of any kind may be carried, displayed, or used by any person. Also see section II, Item #7.
- 6) **CAMERAS AND RECORDING DEVICES:** It is the policy of the King Center to prohibit the entry of cameras and recording devices into the facility when contractual requirements of the performer/event so specify or whenever copyrighted materials will be performed.
- 7) **CONCURRENT USE:** KC reserves the right to rent other parts of the facility at the same time as the rental of said premises to the User and the use of the lobby, vestibules, hallways, ticket office, lounges and other public rooms and facilities that may be made available to the User at the discretion of the KC shall be concurrent with the use of such others as the KC may determine; provided that such renting to others shall not unreasonably interfere with the use of said premises by the User. The User understands and acknowledges that the User has no rights whatsoever to enter or use other areas in the said building comprising the administrative offices of the KC, mechanical rooms or any other areas except such as are designated in the Use Agreement or otherwise specified by the KC.
- 8) **FUTURE ATTRACTIONS:** KC reserves the right to distribute to the audience announcements and literature concerning future attractions to be held at KC whether such attractions are under the auspices of the User or not. This includes announcements made over audio/visual systems.
- 9) **OPEN REHEARSALS:** Any rehearsal attended by more than twenty-five (25) non-production personnel will be considered a performance and the KC Director must be advised thirty days (30) in advance in order to provide adequate staffing. User will be billed for the additional personnel and fees.
- 10) **SEATING:** The User will not permit or cause to permit seating on the stage, stage wings, stairs, or in the aisles. The sole exception to this restriction is when the audience is a planned and integral part of the performance.
- 11) **FOOD/BEVERAGES FOR CAST:** User agrees that where food and beverages are required on premises for cast and/or crew, the only area where such food and beverage may be served is in the GREEN ROOM. Food service will not be permitted in stage areas and audience seating areas of the theater unless prearranged.
- 12) **ANIMALS:** User will not bring or keep or allow to be kept in the KC any animals. Upon written request to the KC Director, animals used in performance may be brought into the KC only during actual rehearsal or performance.
- 13) **COLLECTIONS:** No collections, donations, or solicitations of money, goods, or petitions of any kind, whether for charity or otherwise, shall be made or attempted on KC premises without first obtaining written permission of the KC Director.
- 14) **CONCESSIONS/MERCHANDISE SALES:** KC reserves and retains to itself the right to operate, license or permit others to operate, during the period of this Agreement any and all concessions in all facilities on the site to include, but not limited to the following:
 - a. KC will determine which concessions will be in operation during the period of the Use Agreement to include, but not limited to, sale of soft drinks, snacks, and alcoholic beverages.
 - b. When permission, in writing, is granted to the User to operate a concession or sale of merchandise of any kind, the KC will receive 25% of net sales (after taxes) of any object or document sold on premises, 30% if KC personnel sell.
 - c. No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of the King Center.
- 15) **CATERING:** All arrangements for food and beverage catering services must be discussed with the KC Director, Technical Operations Manager, or Concession/Catering Manager.

SECTION IV PUBLICITY/PROMOTION

- 1) **HOUSE PROGRAMS:** It is suggested that the User prepare and distribute printed programs or playbills to the audience if the show requires it. Contact KCPA Marketing/Promotions Manager for additional detailed requirements.
- 2) **NUMBER OF HOUSE PROGRAMS:** The appropriate number of house programs is considered to be the number of estimated audience for a performance plus three percent (3%). House programs shall be bundled in quantities of 200-300 copies and delivered to the House Manager of the KC between the hours of 9 AM to 12 noon, or 1 PM to 3 PM, Monday through Friday excluding holidays. Programs must be delivered no less than 24 hours before scheduled event.
- 3) **PROMOTION/PUBLICITY:**
 - a. User agrees to withhold all publicity and promotion of User's event until a date is established for beginning ticket sales and all publicity and promotion can indicate such date. Failure to designate the specific date that tickets are to go on sale may result in additional charges for KC Ticket Office services.
 - b. As soon as available, User will provide the KC Director with a description of the performance to enable the staff to better inform the public about User's event. Such a description should include length of acts or sections, plot synopsis, specified musical works, some biographical information on artist(s), number and length of intermissions and when they occur, time of final curtain, special sight line or acoustical variations, etc., or whatever, in User's judgment a patron typically wishes to know about an event.
 - c. In all advertising, User is to use the KC Ticket Office number, 321/242-2219 as well as the King Center website (www.kingcenter.com) . The KC Director or Director of Marketing/Promotions reserves the right to review and approve all advertising and announcement copy that relates to the King Center for the Performing Arts or the KC Ticket Office phone number.
 - d. All promotional/marketing literature (including but not limited to newspaper ads, magazine ads, radio and television ads, public service announcements, news releases, flyers, and playbills or programs) must contain the following information on how to order tickets. No other ticketing information is to be included. These procedures and guidelines must be met before tickets go on sale or pulled for the User's own use.
 - i. The name of the theater is to be referred to as 'Maxwell C. King Center for the Performing Arts'.
 - ii. The King Center website prominently displayed (in large font size) with the words: Pick, Pay & Print Tickets Online or call (321) 242-2219 (in smaller print).
 - iii. The King Center logo (printed materials & internet) and King Center Ticket Hotline, 321/242-2219
 - iv. Ticketmaster logo (printed & internet) and telephone number, 407/839-3900 and 321/459-3309 and mention tickets at Ticketmaster Outlets.
 - v. Advertising must also carry the statement: "Service Charges apply. Event time and date subject to change." For canceled events. Refunds are not available for non-canceled events.
 - e. User will display no posters, photographs, models, etc., in the KC without written permission of the Director, and then only in such areas as specified and such materials as are approved in advance by the KC Director. Further, **the User is prohibited from driving any tack, tape, nail, or screw into the ceilings, walls, or floors of the KC as to mar, deface, or injure KC property.** Repair/Painting costs will be assessed to user.
 - f. There will be no charge to post user's event on the King Center website. User must provide the KC Marketing Dept. with: 1) A short description of the event, 2) a visual in pdf or jpeg format; 3) ticket price information. For an example, visit www.kingcenter.com
- 4) **OBJECTIONABLE MATERIAL:** Should the show contain any material that may be viewed by any segment of the community as being morally objectionable, the KC unilaterally reserves the right to require of the User the inclusion in all advertising of a phrase, acceptable to the KC Director, which alerts the potential ticket-buyer to the theme, actions, and/or potentially objectionable content. *IF SAID PHRASE IS NOT INCLUDED IN ALL ADVERTISEMENTS, KC RESERVES THE RIGHT TO ISSUE REFUNDS TO CUSTOMERS OFFENDED BY MATERIAL.*
- 5) **KING CENTER LOGO:** User shall be provided electronically with, and is required to use the KC name, logo, and names of facilities when they appear in any advertising, program, posters, heralds, or any other promotional materials.

6) MARQUEE USE

- a) All ticketed events are automatically included in the marquee rotations at no additional charge. Length and frequency of rotation depends on the number of schedule events at the time of inclusion
- b) Users with non-ticketed events who wish to have marquee exposure will be charged a fee of \$200/week (1 week minimum, 2 week maximum)
- c) Marquee space is not available for anything other than the marketing of events taking place at the King Center. No personal messages will be allowed
- d) Marquee layout, wording, and graphics are subject to the discretion of the Executive Director
- e) King Center is not responsible for marquee sign failure

SECTION V TICKETS AND TICKET OFFICE

- 1) **TICKET OFFICE LABOR CHARGES:** Ticket Office labor charges are part of the base rental of the facility and includes initial and on-going consultation between User, Director, and Ticket Office staff on program, price, capacities, audit, and administration. Ticket sales at the King Center are handled exclusively by the King Center Ticket Office. Requests to consign tickets for sale outside of authorized King Center sales channels will be considered on a case by case basis. ALL Internet sales must be directed through kingcenter.com or seatadvisor.com. Performance labor is an additional cost borne by User.
- 2) **EVENT CREATION:** If a new venue setup is required, there will be a \$50 charge with a two week notice and \$200 charge with less than two week notice. User must provide Ticket Office Manager with the name of (1) one authorized person as contact with the Ticket Office. User will furnish KC the name, address and phone number of one (1) authorized contact for the Ticket Office. That representative will be the sole person to deal with the Ticket Office personnel. User must indicate any special seating needs for individual shows, i.e. blocked seats, group seats, press seats, house seats, etc. on the Ticket Office Event Sign Off sheet one week prior to event on-sale
- 3) **DISCOUNTS:** User must advise Ticket Office Manager in writing of the intention to sell tickets at a discount. Such information must include (a) the precise amount of the discount to be allowed, (b) the precise number of tickets to be discounted, and (c) the scale categories and row letters and seat numbers involved. Such discounts will be reflected in the final settlements between User and the King Center. The King Center CIF surcharge should be included in every paid ticket, regardless of the price. There will be an additional charge if the scale categories differ from the standard KC price scales (see Section V, item 2 above).
- 4) **GROUP DISCOUNTS:** User must identify the group discount and the restrictions that apply, i.e. minimum numbers, locations, cancellations, fees, etc. The ticket office may sell your group tickets, as long as they are paid in full at the time of purchase. King Center group sales representative may be reached at (321) 433-5824 for discussion of possible group sales services that are available on a commission basis. Deposits and partial payment arrangements must be coordinated by User with the King Center Group Sales Manager.
- 5) **TICKET DISTRIBUTION:** Any tickets leaving the Ticket Office must be (1) paid for, (2) complimentary, or (3) consignment (dealt with on an individual basis). There is a \$.36/ticket fee for every complimentary ticket issued.
- 6) **COMPLIMENTARY TICKETS:** The KC reserves the right to monitor the use, number and distribution of complimentary tickets by User. The KC reserves the right to use 10 complimentary tickets for King Center not to be included in user allotment. SEE PARAGRAPH #25 IN USER AGREEMENT FOR PLACEMENT OF COMPLIMENTARY HOUSE SEATS. Complimentary and house seat requests must be on the KC approved form, in the hands of the Ticket Office not less than two (2) weeks before the scheduled performance. KC will use discretion in distributing complimentary tickets and/or sale of the house seats and will account to User for their use.
- 7) **TICKET AGENCY FEES:** Any ticket agency fees incurred through the sale of tickets at outlets other than the King Center Ticket Office shall be borne entirely by the User.
- 8) **SUPERVISION OF SALES:** The King Center Ticket Office is the exclusive provider of tickets for all King Center ticketed events. All sales are supervised by the Ticket Office to insure the integrity of event audits.
- 9) **TICKET OFFICE ACCESS:** Access is restricted to authorized personnel only.
- 10) **USER'S ADVANCE SALES:** Performance audit will be taken during performance immediately after closing of Ticket Office. User ticket representative may observe audit and/or monitor patrons entering facility to verify attendance if desired. If User ticket representative is not present, User agrees to accept Ticket Office performance audit attendance reports as presented by King Center. Official audit of "run of show" will be presented by King Center to User within 72 hours after final performance and will include recapitulation of each performance audit. All receipts at the Ticket Office will be immediately deposited in King Center account and a check will be presented to the User seven (7) business days after final audit approval by User, in accordance with terms of this Use Agreement.
- 11) **LOST TICKETS:** If tickets are lost or stolen, contact Ticket Office for assistance.
- 12) **OUTSIDE TICKET SALES BY USER:** Patron sales records are to be brought to the Ticket Office prior to show night to provide easily written passes for patrons who arrive without tickets.
- 13) **TICKET OFFICE HOURS:** KC Director shall have the sole authority to alter these hours as deemed necessary.
 - MONDAY-FRIDAY.....12 Noon - 6 PM and/or 2 hours before main stage performances and 1 hour prior to studio theatre performances
 - SATURDAY10 AM -2 PM and/or 2 hours before main stage performances and 1 hour prior to studio theatre performances
 - SUNDAY.....2 hours before main stage performances and 1 hour prior to studio theatre performances
 - EVENINGS2 hours before main stage performances and 1 hour prior to studio theatre performances
- 14) **REFUNDS:** No refunds or exchanges unless an event is canceled and not rescheduled. King Center retains the right to make determination of ticket refunds for cause, in keeping with KC policy of retaining public faith. User will advertise deadlines for

refunds in media. If there is any question whether ticket was discounted or not, Ticket Office will make the determination concerning amount to be refunded.

- 15) **RESPONSIBILITY:** The KC will accept responsibility only for those tickets the User makes available for sale at the KC Ticket Office, and the final audit will deal only with those tickets supplied to the Ticket Office during any agreed-upon selling period.
- 16) **IDENTIFICATION/BAD CHECKS:** The KC will attempt to secure identification from customers utilizing checks by recording a valid state drivers license number and seat location prior to accepting checks. However, in all cases, whether identification is provided or not, the ultimate responsibility for bad checks is that of the User.
- 17) **PERFORMANCE CANCELLATION:** In case of performance cancellation, service charges will be refunded to customer. User will be financially responsible for service charges, CIF fees and any event setup fees. User will be assessed a per ticket cancellation fee as follows: For events cancelled within two weeks of performance, .75/ticket; within one week, 1.00/ticket; event cancellations on day of show, \$2/ticket.
- 18) **TICKET FEES:** The following charges are associated with ticketing and ticket services provided by the ticket office for all hall-sponsored events, rentals, co-promoted events, and BCC sponsored events. These charges will be assessed for any venue or performing space, general admission or reserved seating. A charge will be assessed on all paid admissions. Charges will be deducted at settlement or may be required in advance.
 - a. **Capital Equipment Fund Surcharge:** \$.25 to maximum \$2.50, exact amount is determined by BASE TICKET PRICE as listed below and MUST be advertised as the ticket price. Organization will have the option to include the surcharge within the advertised ticket price or as a deducted expense at settlement and not included within the ticket price.
 - \$0.00 - \$4.99 add \$.25 surcharge per ticket
 - \$5.00 - \$9.99 add \$1.00 surcharge per ticket
 - \$10.00 and up add \$2.50 surcharge per ticket

In the case of a non-ticketed paid admission event, CEFS will be assessed based on ticket taker mechanical head count at \$.50 per head.
 - b. **"Free" or "No charge" event ticketing:** An event or organization that does not charge admission, but requires tickets to be pulled from the system, will be assessed a \$.36/ticket charge. This charge will be deducted at settlement or may be required in advance, based on mechanical head count or ticket stubs.

- 19) **CONSIGNMENT TICKET SALES:** Consignment tickets are taken off the ticket system by the promoter or organization without payment made to King Center. A consignment voucher form must be signed before tickets are released to promoter or organization. All applicable CIF surcharges apply to each ticket, as well as a .36 per ticket ticket printing fee. Handling charges may apply to promoter consignment tickets at the discretion of King Center management.

NOTE: Consignment tickets may only be used for promoter/organization subscription or internal organization use only. Tickets may not be distributed to promoter/organization designated "outlets" for sale. All single tickets sales must be diverted to King Center ticket office. Violation of this policy (i.e. advertisement via any media to the general public) will result in handling charges applied to all tickets paid by promoter/organization during settlement.

- Up to 25% of capacity may be pulled for black box events
- Up to 50% of orchestra capacity and up to 50% grand tier capacity may be pulled for main stage events

- 20) **CONSIGNMENT TICKET RETURN CHARGES:** Any unsold tickets must be returned to the ticketing system 48 hours prior to performance and will incur the following return charges:
 - 1 - 250 tickets returned, \$.75 per ticket return charge
 - 251+ tickets returned, \$1.25 per ticket return charge
- 21) **GROUP SALES:** For in house events, all applicable fees will be included in a group sale. Discounts may be offered per promoter/presenter authorization. Handling charges apply to group sales tickets at a 50% discount. A non-refundable deposit of 10% of the total cost (tickets and handling fees) is required to reserve tickets.
- 22) **CHARGEBACK ON CREDIT CARDS:** King Center reserves the right to refund any phone orders not picked up before the closing of the ticket office on the night of the event to prevent any credit card charge backs.

SECTION VI TECHNICAL OPERATIONS

- 1) **STAGE SET-UP:** The normal stage set-up will include use of all existing curtains as listed in the curtain schedule. This set-up will be as shown in Exhibit "B" attached entitled "Fly Schedule". Movement of any of these curtains to expand or contract stage size will require additional labor at the expense of User.
- 2) **SOUND SYSTEM:** The entire front-of-house sound system (as listed in the attached equipment list) is at the disposal of any user of the KC, under the direct control of a KC designated engineer. Equipment rental charges are as listed in equipment rental list.
- 3) **AUDIO PLAYBACK:** Playback of audio must be in CD format. Multiple track playback must adhere to the the following:

- a) If one CD is being used for the entire performance, songs must be in consecutive order and properly indexed. A written cue sheet must be provided stating the name of each song with its corresponding track
- b) When multiple CD's are being used, there shall be no more than 1 song per disk, and each disk must be properly labeled
- c) Unless multiple CD's are being used as describe in section VI 3(b), no more than one disk prior to each intermission, and one disk following intermission can be used.

Personal players (MP3, Ipod, etc) may be utilized, but must be operated by user. KCPA staff will not operate personal players.

In the event that any of the conditions listed above are not met, KC technical staff shall not be obligated to utilize those recordings until all conditions are met. KC reserves the right to refuse the use of any recording that does not meet standards of quality and usability as determined by the KC Technical Operations Manager.

- 4) **RECORDING OF REHEARSAL/PERFORMANCE:** User agrees that no recording of any kind, audio or visual, will be made of the event covered by the Use Agreement without prior written approval from the KCPA Director. KCPA has the right to require payment for said privilege (refer to Section II, Paragraph 12 of this policy manual). This does not include audio or visual recordings for private use. If it is determined that audio or visual recordings of the event have been sold within 4 months of the event, User will be billed the appropriate fee. Failure to remit payment in the amount billed will result in future rental of the facility being denied.
- 5) **BROADCAST RIGHTS:** KCPA reserves all rights and privileges for outgoing radio and television broadcasts originating from the KCPA during the term of this Use Agreement. Should KCPA grant to User such privilege, KCPA has the right to require advance payment of the estimated related costs to the KCPA, and may also require payment for said privilege in addition to other costs. Such permission must be obtained in writing well in advance of broadcast date. Proper identification of KCPA must be given in credits of the broadcast. See Director for additional details.
- 6) **LIGHTING:** All lighting equipment as listed in the Attachment is at the disposal of any User of the KCPA (under the direct control of KCPA technicians) at no extra charge, excluding for labor costs.
 - a) Four-color, front-of-house stage wash, adequate to provide light for the normal stage set-up, will be provided. This includes pink, blue, red and amber. This light is bright enough for easy recognition of performers and props, but is generally not sufficient to meet the needs of video recording. Any auxiliary lighting needs (lighting other than the standard stage wash) required by the User must be submitted in the form of a lighting plot to the Technical Operations Manager no less than 5 working days prior to the load-in, or first scheduled rehearsal. KC WILL NOT BE RESPONSIBLE FOR DESIGNING, PLOTTING OR CREATING ANY SPECIAL LIGHTING FEATURES OTHER THAN THE IMPLEMENTATION OF A SUBMITTED LIGHTING PLOT. Any gel, gobos or other materials will be submitted at the same time as the lighting plot. Failure to comply with these time restrictions and policies above will result in NO auxiliary lighting for the event.
 - b) It is recommended that User provide a stage manager or person familiar with the show to cue stage technicians during the event to ensure satisfactory performance.
- 7) **DELIVERY OF GOODS:**
 - a) Sets, costumes, and other materials belonging to the User delivered prior to contracted time will not be accepted by KC staff without written arrangements and additional charges to the User. The KC makes no guarantee that space will be available to receive materials arriving early.
 - b) The KC will not accept any goods shipped to the KC for the User, or for any person claiming to be acting for the User, if any sum is to be paid the carrier upon delivery.
 - c) KCPA is not responsible for User equipment delivered to, stored or used on KCPA premises.
- 8) **REMOVAL OF GOODS:** All scenery, props, costumes and/or other material brought into the KCPA by the User must be removed from the premises by the expiration of the contract unless prior written arrangements have been made. In the event that any articles are left, a daily storage fee of \$100.00 will be assessed to the User, which must be paid in cash before KC staff will allow access to the facility for removal of the items.
- 9) **STAGEHAND REPORTING TIME:** It is the policy of the KCPA to require forty-eight (48) hours notice of cancellation of stagehand calls. If less than forty-eight (48) hours notice is given, the User will be charged a minimum four (4) hour call at the prevailing rates for each stagehand.
- 10) **SOUND/ LIGHTING CONSOLES:** Fire department regulations strictly limit the installation and operation of sound and/or lighting consoles within the aisles of the theater.
- 11) **VIDEO CAMERAS:** Fire department regulations strictly prohibit the installation and operation of video camera tripods or any other obstruction in the seating areas of the auditorium.
- 12) **TELEPHONE CHARGES:** Any expense incurred by KCPA for telephone charges made necessary to properly execute User's event will be paid by User.

- 13) **SMOKING:** State Law prohibits smoking anywhere within the facility.
- 14) **FOOD AND DRINK:** There is no food or drink allowed on the stage unless space is contracted specifically for that purpose. Anyone allowing food or drink on stage will automatically be assessed a \$50.00 custodial charge per incident. It is the responsibility of the User to enforce this policy.
- 15) **BACKSTAGE PARKING:** There is no parking allowed in the backstage area other than KCPA staff. Any unauthorized vehicles parked in this area will be towed. The only exception is trucks (16' or longer) used for transporting stage equipment. VIOLATORS WILL BE CHARGED \$25 PER VEHICLE and deducted at settlement. User will be notified of such violation.
- 16) **AUTHORIZED PERSONNEL:** Under no circumstances are unauthorized personnel allowed to operate any of the equipment in the KCPA. Violation of this policy will result in removal of that individual from the premises.
- 17) **FACILITY ACCESS:** Time spent in the KCPA by any person, or group of persons representing or contracted (either directly or indirectly) by the User will be charged to the User. These costs include rental and Technical Operations Manager fees along with any other costs that may be incurred.
- 18) **STAR DRESSING ROOM(S):** Fees will be assessed for the use of Star Dressing rooms 146A, 146B, and 146C as indicated below. User will be responsible for the reimbursement of costs related to damage or loss in any or all dressing rooms, including but not limited to furniture, fixtures, carpets, walls, and appliances. This reimbursement will be drawn from ticket office receipts upon settlement of the event.

Dressing Rooms A, B, D, E, F.....\$25/day + cleaning (per room)
 Dressing Room C.....\$150/day + cleaning

SECTION VII CATERING, LIQUOR AND FOOD SERVICE

Effective 3/2/93 as approved by the King Center for the Performing Arts, Inc. Board of Directors, the following policies and procedures are in effect.

1) FOOD AND BEVERAGE SERVICES

- a) All food and beverage arrangements must be made with the King Center Catering and Beverage Department. There will be no exceptions to this policy.
- b) Requests from not-for-profit organizations must be in writing for the distribution of donated food and non-alcoholic beverages.
- c) Violation of item #A1 will result in the loss of the Users engagement or booking.

2) ALCOHOL CONSUMPTION AND SALES

- a) The King Center for the Performing Arts holds a valid and current class 11D full service liquor license and will accommodate the needs of organizations provided prior arrangements have been made at least 30 days in advance. Alcoholic beverage service can only be provided by the King Center.
- b) Valid identification may be requested before serving alcoholic beverages. The King Center reserves the right to refuse service to anyone.

King Center for the Performing Arts

Section VII FACILITY FEES

1) USER CLASSIFICATION

Classification

Description

- | | |
|---|--|
| A | Brevard Community College Departments such as music, dance or theatre using facilities as part of college curriculum. |
| B | Tax exempt, not-for-profit community organization (as defined in Section II, Item 4a+b) must have its main offices within Brevard County boundaries and participants consist of Brevard residents not being compensated for their participation in the event. Admission may or may not be charged. |
| C | Tax exempt, not-for-profit community organization, as described in Class B, contracting with paid entertainment for performance, or fund-raising activity. Any artists or performers are compensated to perform. Admission may or may not be charged. |
| D | For profit organization, agency or private enterprise. |

2) REHEARSAL / PERFORMANCE DEFINITION

PERFORMANCE

A performance is defined as any contractually stipulated block of time in any 24-hour period when the King Center is used for an event attended by persons other than performers or technicians.

REHEARSAL

A rehearsal is defined as a contractually stipulated block of time as negotiated, when the King Center is used for a purpose not defined as performance. The presence of more than 25 persons, other than performers, technicians, crew or designers, in the audience shall convert a rehearsal to a performance and the User shall thereupon pay the performance rate.

3) BUILDING FEES

Facility / Area	Class "A" (Reh/Perf)	Class "B" (Reh/Perf)	Class "C" (Reh/Perf)	Class "D" (Reh/Perf)
Concert Hall / Theatre Facility (Seating capacity 2,002 or portion thereof)	N/A	\$450 / \$1850	\$800 / \$2350 vs. 12%	\$1000 / \$3,600 vs. 12%
Studio Theatre Facility (Capacity up to 300) Room 165	N/A	\$450	\$750	\$950
Lobby / Art Gallery	N/A	\$150	\$200	\$250
Rehearsal Hall (40' x 50') Room 168	N/A	\$200	\$250	\$300
Instrumental Rehearsal Hall (48' x 50') Room 158	N/A	\$60	\$80	\$100
Choral Rehearsal Hall (38' x 48') Room 160	N/A	\$50	\$75	\$95
Dance Studio #1 (38' x 42') Room 198A	N/A	\$50	\$60	\$70
Dance Studio #2 (25' x 28') Room 198B	N/A	\$40	\$50	\$60
Rotunda	N/A	\$450	\$650	\$750
Meeting Rooms (19' x 30')	N/A	\$30	\$40	\$50
"Star" Dressing Rooms (each)	N/A	\$25	\$25	\$25

(Note: Additional cleaning , damage deposit & dressing room fees may apply)

4) Personnel Charges

A) *Personnel Charges:* apply to all areas and User classes.

<u>PERSONNEL</u>	<u>COST</u>	<u>MINIMUM HOURS</u>
Usher / Ticket Takers ¹	Included in Facility Fee	
House Manager ¹	\$18.50 / hour	4 hrs
Custodian (required) ²	\$13.50 / hour	4 hrs
Event Custodial ²	Sub-contracted, see Executive Director for fees	
Stage/Lighting/Sound Technician ¹	\$28.00 / hour	4 hrs
Ticket Office Personnel	\$13.50 / hour	4 hrs
Parking/Security Personnel ¹	\$13.50 / hour	4 hrs
Backstage Security Personnel ¹	\$13.50/ hour	4 hrs

B) *Technical Charges:* Technical charges are based on technical rider and information supplied by User.

C) These charges may or may not reflect the final personnel costs. In the event that the User has overpaid, a refund will be given. All personnel charges must be paid prior to the scheduled event.

D) If KC personnel estimates that personnel charges will exceeded, an "Authorization To Exceed Labor Estimate" form must be signed by the User. Notification will be given by KC in advance of extra charges. Failure to complete this form will result in a halt in work at the end of the period for which payment has been received.

E) *Ticket Office Fees:* See Section V, Item 3 in this policy manual for ticketing fees.

a. \$2.50 per ticket will be included on all tickets for capital improvements.

¹ or cost to King Center (i.e. yellow card shows, or special labor requirements)

² included in base rent for one 4 hr performance. Additional fees will apply to additional performance

5) EQUIPMENT USE FEES

Grand Piano (tuning extra)	\$250.00 / \$500.00
Upright Piano (tuning extra)	\$75.00
Orchestra Shell (per use)	\$150.00
Table Cloths / towels (each/per use)	\$8.00 / 3.00
Followspots (not including operator)	\$175.00 each
Dance Flooring (per use, not including labor)	\$250.00
Rotunda Sound System (1 mic & cd player)	\$35.00
Computer Road Sign (1 week)	\$200.00
Tables (2.5' by 6' or 2.5' by 8')	\$6.00 / table
Tables (60" round, high top)	\$8.00 / table
Stage Monitor System	\$800.00

For SPECIAL EVENT requirements, see King Center Catering Manager for fees.

EQUIPMENT FEES AND PERSONNEL COSTS SUBJECT TO CHANGE WITHOUT NOTICE

Executive Director has the authority to negotiate rates based on conditions.