



Policies and Procedure Manual for Facility Rental

1. Overview

A. Document Purpose

This manual outlines the policies applying to rental and use of the Performing Arts Center at P.K. Yonge. The policies outlined are binding on renters' use of the facility.

B. P.K. Yonge Performing Arts and Staff

The Performing Arts Center at P.K. Yonge (PAC) provides performing arts programming and manages facilities for rental by performing arts producers and presenters.

Performing Arts Center at P.K. Yonge
P.O. Box 118530
Gainesville FL 32611-8530

www.pky.ufl.edu

Key staff for PAC (352-392-1554, unless noted) are listed below.

Director, Sherwin Mackintosh, ext. 292, smackintosh@pky.ufl.edu
Event's Coordinator, Carrie Kelsey, ext. 260, ckelsey@pky.ufl.edu
Business Manager, Debbie Langlois, ext. 224, langlois@pky.ufl.edu
Technical Supervisor, Patrick Collins, fpatrick@fpatrickcollins.com

2. Renting the Performing Arts Center at P.K. Yonge

A. Rental Periods, Facility Conditions and Facility Access

Facility Rent: Rent is calculated for each Rental Day by totaling the "Rehearsal" and "Performance" time in the venue during that Rental Day. For each type of use, a Rental Day is billed at an hourly rate, prorated in quarter-hour increments. Please see Appendix I: "Facility Costs". Each 24-hour Rental Day begins at 4:00AM and continues until 3:59AM the following calendar day.

“Performance” and “Rehearsal” Rates: A “Performance” rental rate applies to any audience event, from one-and-one-half hours prior to the event start time, until one-half hour after the projected end-time of the event. A “Rehearsal” rental rate applies to any other use for the renter’s event, including but not limited to: preparation or restoration of the venue; deliveries; loading; installation, configuration, programming or cueing of any equipment; rehearsals; and strike and load out. If a venue is rented at the “Rehearsal” rate, only authorized performers and staff for the renter and PAC will be permitted in the venue and its support spaces. If an audience is expected, whether paying or not, whether by invitation or otherwise, the Performance rental rate applies; this includes open dress rehearsals.

Facility Availability to Renter During Contract Period: The renter will have access to the venue and the specified support spaces only during the scheduled intervals listed in the Rental Agreement for the contracted date(s), and for on-site planning meetings with PAC staff. Additional access to the venue for any purpose during the contracted date(s) will be considered additional rented time in the venue and will be added to the renter’s invoiced cost.

Facility Availability to Others During Contract Period: For intervals in the contracted date(s) during which a venue is not rented and in use by the renter, PAC may schedule the venue for another use and require that the renter restore the venue to base condition at the renter’s cost. The renter may have the option to secure the venue against such use by extending its rental contract (and payment) to cover the desired interval. If the renter has secured 12 or more hours in one Rental Day, then the venue will be considered not available for other use.

Event Work Requires Renter Representative: Work for the renter’s event will not proceed without an appropriate representative for the renter on site.

Venue in Base Condition: The venue will be in its base condition, clear and broom clean, at the start of the contracted rental dates. The venue must be restored to its base condition by the end of the contracted rental dates. If the time necessary to restore the venue to base condition extends beyond the contracted period, the renter will be responsible for all cleanup costs including rental charges for the extended time.

B. Scheduling

Scheduling Responsibility: The Events Coordinator for The Performing Arts Center at P.K. Yonge schedules the events for the Performing Arts Center.

Event Schedule: All event time in the venue and its support spaces must be scheduled in advance and outlined in a Rental Agreement prepared for the renter by PAC. This includes performances *and* the following: delivery, load in and installation; equipment and material set up, configuration, programming and cueing; rehearsals, production notes, and any other work for the event in the venue. *All venue time scheduled for an event in a rental agreement will be subject to rental charges and associated costs.*

Scheduling Process: Requests to schedule facility use for a given school year will be taken beginning June 15 of the prior school year, but no earlier. Holds for summer dates including June 15 through August 1, can be scheduled beginning January 15, but not before. For example, holds for the dates October 25, 2004 or January 17, 2004 or June 6, 2004 could be secured as early as June 15, 2004, but not before. Holds for dates June 16, 2004 or July 20, 2004 could be secured as early as January 15, 2004, but not before.

Calendar Inquiry Inquiries about the facility calendar and available dates should be directed to the Events Coordinator. Available dates can be viewed at the P.K. Yonge website at www.pky.ufl.edu/1217/m0.html. A report of dates available, in whatever manner reported, is not a guarantee of availability for subsequent hold or booking.

Calendar Hold Specific requests to hold dates for events in a venue must be submitted by email to the Events Coordinator at ckelsey@pky.ufl.edu. The request for a date hold must include a completed Event Information Form. A “**tentative hold**” will be confirmed by email by the Events Coordinator, and will remain on the calendar for up to 2 weeks.

“**Blind holds**” Holds will not be taken for any venue without specification of the performer and event. A request for a date hold must include the name of the artist and a description of the event to be presented.

Delivery of Event Information The renter must provide event information no later than eight weeks prior to the first date on site. The information provided should be sufficient to outline a detailed schedule of facility use and an estimate of facility costs for the event.

Cost Estimates Based on information provided by the renter, the PAC Events Coordinator will provide a Rental Agreement, which will include an estimate of facility costs to the Renter for the event. The Estimate of Charges, as well as the Rental Agreement, must be signed by the renter and returned within ten business days. If the Estimate of Charges is not returned signed within ten business days, PAC reserves the right to release the dates held.

Contracting PAC will provide to the renter the following documents: Rental Agreement, Estimate of Charges and Insurance Application. All documents must be completed, signed by the renter and returned with a deposit amounting to 50% of the estimated rental charge within ten business days of the renter’s receipt. If the documents are not returned signed and with deposit within ten business days, PAC reserves the right to release the dates held and will notify the renter in writing if it does so. The deposit delivered with the signed Rental Agreement is non-refundable.

Payments The balance of the estimated rental cost, additional fees, sales tax and insurance cost must be delivered no later than seven business days prior to the agreed first date on site.

○ PAC reserves the right to refuse access to a venue by a contracted renter if the terms of payment have not been met.

- Holds for venue dates will not be accepted from any organization which has not fully paid all invoices due.

Changes to the Event Schedule: Should the renter wish to modify the contracted event schedule, the renter must notify the Events Coordinator in writing. A change order will be prepared by the PAC Events Coordinator to document the schedule and rental changes. The following schedule of minimum advance notification will apply:

- *Added time to a previously scheduled call* for an event requires a minimum of 24-hours notice (or labor and other resources may not be available to the renter to meet the changed schedule); Appropriate fees will be added for additional time.
- *Cancellation or Reduction of a previously scheduled call* for an event requires a minimum of 7 days notice, in order to receive a refund for the cancelled time.
- *Cancellation or Reduction of a previously scheduled call* for an event requires a minimum of 24- hours notice (or labor and other costs of scheduled resources will be charged to the renter); Money will not be returned for unused time.
- *Addition of an unscheduled call* for an event requires a minimum of 48-hours notice (or labor and other resources may not be available to the renter to meet the changed schedule). Appropriate fees will be added for additional time.

Note that changes to the renter's scheduled access to a venue are dependent on the schedule of other uses of the venue.

D. Event Planning

If deemed necessary by the PAC staff, four weeks prior to the renter's first date on site, the renter must participate in a production meeting with appropriate staff for the Performing Arts venue. These meetings will typically include the facility and technical management for the venue, and are intended to cover event planning for technical production, company management, audience services, and other facility requirements. The renter must ensure that appropriate staff members for the renter attend the meeting. The production meeting will take place at the venue scheduled for the event being contracted or may take place over the phone.

Event Management Timeline

8 Weeks Prior to Event First Day on Site

Deadline for delivery of event information (sufficient for cost estimate)

10 Business Days after receiving Rental Agreement, Estimate of Charges & Insurance Application

Deadline for returning signed Rental Agreement and Insurance Application with 50%-rental-cost deposit

4 Weeks Prior to Event First Day on Site

Deadline for delivery of copies of complete event specifications and contracts
Deadline to return Event Ticketing Information Contract

2 Weeks Prior to Event First Day On Site

Deadline to arrange event merchandise sales with the Business Manager
Deadline to request that merchandise sellers be provided by PAC

7 Business Days Prior to Event First Day on Site

Deadline for payment of all estimated rental cost, sales tax and insurance cost
Deadline to reduce or cancel a previously scheduled work call, in order to receive a refund for the specified time

48 Hours Prior to

Event Work Start: Deadline to add a previously unscheduled call

24 Hours Prior to

Event Work Start: Deadline to add time to a previously scheduled work call, additional fees apply;

Event Performance: Deadline to pick up all Complimentary & Promoter Tickets.

3. General Requirements of Rental

A. Applicable regulation and policy

The renter is reminded that prevailing law, regulation and University of Florida policy will be adhered to, *cannot be waived and are not negotiable*.

B. Liability Insurance

Liability insurance coverage is required for any use of the facilities rented.

For an event which is not a University function, the renter must purchase through the University a policy of Commercial General Liability with an aggregate limit of \$1,000,000.00. The Commercial General Liability policy provides coverage for damage to University property and bodily injury for attendees

Also for non-University functions, the renter is required to maintain at its sole cost and expense insurance coverage for products and completed operations liability and Contractual Liability with a combined single limit of not less than \$1,000,000.00 per occurrence, and Workers' Compensation insurance in accordance with Florida State Law. This insurance must cover all of the renter's operations in the facility and must be in effect throughout the renter's use, including preparation, rehearsal, strike and restoration times.

If the event is of a nature that the University's agent or carrier will not provide coverage, the renter will be required to provide the specified additional insurance coverage by alternate methods.

All policies not obtained through the University must meet the following criteria: (a) the carrier must be licensed to do business in the State of Florida and possess no less than a "B" Best Rating; (b) the policy must name the State of Florida, the Florida Board of Education, P.K. Yonge Developmental Research School and the University of Florida as additional insureds; and (c) insurance certificates must be provided directly by the agency of carrier and delivered to the University no later than two weeks prior to the first day of the Event.

C. Non-Exclusive Use

Rental of a venue (stage and seating area) guarantees use of that venue for the rental periods specified in the rental agreement. Rental of a venue does not guarantee exclusive use of the PAC, nor does it guarantee exclusive use of the venue during periods not specified in the Rental Agreement. PAC reserves the right to rent other spaces in the facility during the periods a given venue is in use. Every effort will be made by PAC to avoid programmatic conflicts with events scheduled concurrently in the PAC. If the renter has secured 12 or more hours in one Rental Day, then the venue will be considered not available for other use.

D. Lobby Use

The renter's use of the lobby is guaranteed only with the rental of a venue at performance rate.

E. Safety

PAC has oversight regarding event safety, including and not limited to: crowd management; worker and equipment safety; safety of performances, stunts and effects; security; emergency response; emergency egress; fire safety; catering and food preparation; and general facility management. PAC reserves the right to deny access to a venue to prevent unsafe practices in the production of an event.

G. Parking

PAC can not waive parking fees or fines assessed by the University of Florida.

University of Florida parking policies apply to all lots surrounding the facility. All visitors, users, renters, employees, volunteers, guests and patrons are subject to University of Florida parking regulations.

Parking in any University of Florida lot is permitted only in marked spaces designated as permissible parking. Parking in loading areas of any facility can be approved only by the authorized technical staff of that facility.

Unauthorized parking in loading areas will result in a ticket, fine and towing of the vehicle.

Parking outside of permissible, designated parking spaces will result in a ticket, fine and towing of the vehicle.

Parking without a permit during week-days, Monday through Friday 7:30AM-3:30PM will result in a ticket, fine and possible towing of the vehicle. Visitor passes can be obtained in the main office.

H. Traffic and Security

If required due to the attendance estimated for an event, PAC management may request the presence of University of Florida Police to manage traffic for the event. The cost of University Police will be estimated for the renter, who will be responsible for such costs.

I. Back Stage Access

Access to the stage and support areas of the venue is limited to authorized PAC staff and authorized participants for the renter. Visitor identification must be worn and the renter is responsible for creation and distribution of the identification, and for ensuring that all appropriate individuals for the renter use it. Both employees and volunteers must wear identification. Individuals requesting backstage access to the renter's event will be barred without visitor identification. Costumed performers need not wear visitor identification. During performances, guests are not permitted backstage without advance arrangements being made with the facility management. Under no circumstances are guests permitted backstage unaccompanied. Arrangements for backstage guests should be made prior to the event date with the facility management. Any backstage guests desiring or needing to be seated in the audience during a performance must have a ticket. Backstage passes or other credentials do not provide for access to the house during a performance.

J. Animals

Animals other than those required for personal assistance, *i.e.* seeing-eye guide dogs or service animals, are not permitted in the PAC without written permission from the Events Coordinator. Permission to bring an animal on site will not be given under any circumstances where there is risk of injury to persons or damage to the facility. Service animals are permitted in PAC facilities per the Americans with Disabilities Act.

K. No Smoking

Smoking is prohibited inside and within 50 feet of all University of Florida buildings including P.K. Yonge and the PAC. The prohibition against smoking includes performance venues and their stages and extends to any personnel and any activity in the venue including actors during a stage performance. The prohibition against smoking is a Florida state law and cannot be waived.

L. Ticketing

Any unpaid Events that expect an audience of 400 or more must be ticketed to regulate attendance, either by the PAC or the Producer. PAC will determine who will be responsible for creating tickets. Event ticketing, paid or otherwise, must be arranged through the PAC Box Office.

M. Cancellation, Interruption or Termination of an Event

Final decisions causing cancellation or delay of an event due to any emergency such as extreme weather conditions, bomb threat or any other public emergency, are within the authority of the management of the PAC and the University of Florida Departments of Police and Environmental Health and Safety.

N. Access and Egress

Access and exit pathways and doors, both inside and outside the venue must not be blocked or restricted. All security and fire doors must be kept closed. Should clear and continuous access through one of these doors be required, a door attendant must be present to provide access. If required, a door attendant will be provided by PAC at the renter's expense.

O. Alcoholic Beverages

All sale of food and beverage are subject to approval by PAC management. Alcoholic beverages will be sold or otherwise distributed only by the contracted University of Florida caterer, Classic Fare. Distribution or sale of alcoholic beverages is subject to all applicable law and regulation, as well as the University of Florida Alcohol Policy (copy provided on request). Alcoholic beverages are not permitted for events where it is expected that approximately 50% or more of those attending will be less than 21 years of age.

P. Damage to Facility or Equipment

The renter is responsible for the cost of repair and restoration of the venue and its equipment in the event of any damage caused by its event. The renter may be liable for additional damages if subsequent events are compromised due to damage from the renter's event. No physical alterations to the PAC are permitted.

4. Production Requirements for Rental

A. Stage Requirements

No later than four weeks prior to the renter's first date on site, all specifications of technical requirements for the event must be delivered to the technical director. Unless specific requests for additional equipment are included, the event will proceed with existing venue equipment. The renter is ultimately responsible for ensuring that the needs specified in any performance agreements are provided.

B. Appropriate Staffing

PAC management for the facility will determine appropriate staffing for the event, based in part on requirements outlined in the Event Form or other specification for the event. At no time will staffing levels be reduced below levels deemed safe by PAC facility management for the operation of the venue and its equipment. PAC staff will be scheduled within University of Florida employment policy.

No individual will be scheduled to work more than 5 hours between meal breaks, and meal breaks must last 1 hour. Any alternate arrangement must be agreed to in writing by the PAC Technical Supervisor for the work in progress. If meal break breaks are not

provided within these guidelines the renter will be responsible for the invoiced cost of a meal penalty at the rate of \$7.50 per person not receiving an adequate and timely meal break.

B. Loading Access and Storage

Loading access to the facility will be determined for the event by the technical staff. Delivery of material for the renter's event will not be permitted prior to the renter's contracted first date on site without consent of the facility management, and under no circumstances will any delivery be permitted to interfere with other use of the facility. Material and equipment for the renter's event must be removed by the end of the scheduled access specified in the facility rental contract. Packages may be left for pick up by a shipping contractor (*e.g.* UPS, Fed Ex) no later than the end of the following business day, but PAC bears no responsibility or liability for the safekeeping of any goods left in its facilities. Any material left in a facility longer than 24 hours after the renter's contracted last day on site will be disposed of at the discretion of the facility management. All costs of such disposal are the responsibility of the renter. PAC does not have storage space to accommodate the renter's equipment, material, sets, props, wardrobe or any other supplies beyond the period under contract. PAC bears no responsibility or liability for failure by the renter to coordinate delivery, storage and removal of renter's material and equipment.

D. Stage Entrances

The appropriate stage entrance for the renter's event will be determined by the facility management. This stage entrance must be used by the renter's personnel during their event. To assure the security and safety of the facility and its staff, the renter is prohibited from propping or holding open any fire exit or security door.

E. Safety Specifics

Safe practices for events in PAC facilities are subject to the judgment of the facility management and technical staff and are governed by applicable policy and regulation. Applicable references include: *Standard Building Code, National Fire Prevention Association 101 – Life Safety Code, Occupational Safety and Health Administration* regulatory codes, and the *Americans with Disabilities Act Advisory Guide*.

Emergency Egress: Pathways to emergency exits from the venue and the facility cannot be blocked or restricted. Signs and lighting indicating emergency exits cannot be masked or otherwise obscured.

Emergency Response: Should emergency personnel (police, fire fighters, EMT's) require access to any area of the facility, they must not be hindered in any way.

Fire Retardance: The renter must ensure that material used for an event in the PAC be either inherently non-combustible or fire-retardant, or

treated appropriately to render the material fire-retardant. The renter will certify that all material used for an event meets the standards for fire safety outlined in NFPA Life Safety Code – 2000 Edition, Section 12.4.5.11, “Flame-Retardant Requirements.” A copy will be provided on request. The management of PAC venues reserves the right to deny access to a venue if this condition is not met.

Open Flame and Pyrotechnic Effects: Open flame effects (including candles) and pyrotechnic effects of any kind are not permitted without the specific, expressed, written consent of the management of the venue. Pyrotechnic effects require the presence and direct supervision of a licensed pyrotechnician, provided and certified by the renter. Safety requirements for any such use will be determined by the venue management in consultation with the Department of Environmental Health and Safety for the University of Florida. If use of any open flame effect or pyrotechnic effect is desired, the renter must deliver written notification to the venue management no later than two weeks prior to the renter’s first date on site. Please refer to *NFPA 101 Life Safety Code – 2000 Edition* , Section 12.7.2 “Open Flame Devices and Pyrotechnics.”

Fire Curtain: The operation of the fire curtain in the Mainstage Performing Arts Center cannot be impeded in any way. Nothing can be placed in the path of the fire curtain for any purpose during an audience event. No combustible scenery can be placed downstage of the fire curtain for an audience event.

Electrical Safety: Electrical wiring and safety codes (*National Electrical Code*) will be followed. At no time will PAC permit electrical work or installation which risks injury to staff or damage to facility and equipment. The following are among specific excluded items or practices: exposed electrical conductors, inadequately organized cable, electrical overload of equipment, or unsafe mechanical stresses on electrical cable or equipment. Only authorized UF or PAC technical staff are permitted to install power tie-ins to Company Switches in the facility.

Sound Safety: Sound levels exceeding accepted standards for safe hearing will not be permitted under any circumstances.

Rigging Safety: Rigging work in any PAC venue will proceed within accepted performing arts industry standards for safe and effective theatre rigging. PAC technical staff will determine safe rigging practices in PAC venues.

Personel Lifts (Genies): Personnel lifts in use at the PAC must be operated according to the manufacturer’s specifications. Outriggers must be installed at all times when the lift is raised; and the lift must be lowered before rolling the lift to position. PAC technical staff will not assist in the use of a personnel lift (or any other equipment) not in accordance with the manufacturer’s specifications.

Work Safety: Safe work practices will be subject to the judgment and oversight of appropriate PAC technical staff , within the standards and regulation defined by the Occupational Safety and Health Administration and other applicable agencies.

Crowd Safety: PAC will determine the staffing of ushers and security for an event to assure safe crowd management and control. Under no circumstances will the renter, its staff or performers be permitted to create or incite unsafe conditions for an audience in a the PAC. No venue will be permitted to exceed its allowable, posted capacity. “Standing Room Only” attendance is not permitted.

F. On-Site Construction

On-site construction which creates dust, chips, smoke, spray or the like is not permitted in any PAC venue stage or seating area. Limited modification, touch up and maintenance may be permitted with the direct supervision of facility technical staff. No work is permitted which might leave stains or other marks.

G. Cleaning of Audience Seating Areas

The renter will be responsible for any needed clean up of audience seating areas due to their use during installation and rehearsal for an event. Should additional maintenance and cleaning of the audience seating areas be required because of the renter’s failure to clean up after such use, the renter will be responsible for any cleaning and maintenance costs. *Food, drink and storage of material in the audience seating areas, and all other areas of the PAC are prohibited.*

H. Photography, Recording, Radio, Television and Film

The facility management must be notified in advance of photography or recording of any kind during a performance. If photography or recording is desired, the renter must provide a release permitting such recording signed by the artist or artist’s management. Additional charges and restrictions may apply.

I. Volunteers

Any persons not employed by the renter but participating in stage operations for the renter as a volunteer, will be subject to policies and procedures and insured under Renter’s Insurance policy. Renters assume all responsibility for such volunteers.

5. Box Office Requirements for Rental

A. Free Events

For free events expecting more than 400 people, renter must supply and distribute general admission tickets. Only general admission seating is permitted for free events. For these events, tickets will be required for admission to the renter’s event. The renter may distribute free-admission tickets in advance or in the lobby prior to the performance. Appropriate staff for the renter must remain in the lobby to assist with ticketing and audience management from 1½ hour prior to the start of the event through the end of the event. VIP ticketing (reserved seating held for the renter’s “VIP’s”) for free events must

be pre-arranged with the box office and Event's Coordinator. Contact the Event's Coordinator to set up free admission tickets.

C. Paid Events

Ticketing for paid events is arranged through the PAC Box Office. The renter must complete an *Event Ticketing Information Contract* and return to the Events Coordinator, please call to set up an appointment. The contract must be completed no later than two weeks prior to the ticket on-sale date. The same person who has signed the Rental Agreement must sign the Ticketing Contract.

D. Tax Exempt Status

If the renter's organization is a 501(c)3, tax will not be assessed on tickets if an IRS Letter of Determination of 501(c)3 Status is turned in to the Box Office Manager at the time the Box Office Contract is completed. This form must be in the name of the contracting entity on the Rental Agreement and the Box Office Contract. If the IRS Letter of Determination is not provided, tax will be deducted from the renter's ticket price.

E. Venue Contract Status and Deposit

The Agreement for the event must be fully executed and the deposit received in order for tickets to go on sale.

F. Reserved Seating Events

For reserved seating events, the renter should speak to the Events Coordinator regarding options and seating variations. Tiered pricing is only suggested for performances where overall attendance is expected to be high, otherwise patrons may be sparsely distributed throughout the theatre, rather than grouped together for better enjoyment of the event.

G. General Admission Seating Events

We suggest that all events expecting less than 300 patrons be general admission. This is easier for patron seating, and beneficial for the event, since closely grouped audience suggests a well-attended event.

H. Ticket Types

The ticketing set-up may include up to a maximum of four different ticket types. However, the renter is advised that increasing the number of ticket types tends to increase patron confusion.

I. Coupons

All coupons and discounts must be approved by the Events Coordinator prior to printing and distribution. Any ticket must include the appropriate box office service charge (this includes offers for free or reduced tickets).

J. Complimentary Tickets

A complimentary ticket is one that a patron receives for FREE. An organization can give out as many Complimentary tickets as they wish from a table in the lobby or through their offices. The ticketing contact must call the Box Office Manager with the number of complimentary tickets needed and they will be ready in one business day. All comps must be picked up one business day prior to the event.

K. Promoter Tickets

A promoter ticket is a ticket sold directly to the patron by the renting organization. These tickets are non-refundable. The ticketing contact must call the Box Office Manager with the number of tickets needed for this purpose; the tickets will be ready for pick up by the renter in one business day. All promoter tickets must be picked up one business day prior to the event.

L. Seat Kills

An outline of seats in the theatre that cannot be sold due to technical, performer seating, or other reasons must be given to the Events Coordinator and Technical Supervisor prior to tickets going on sale.

M. VIP Seating

In order to reserve specific seats for the renter's VIPs, the renter must contact the Events Coordinator in advance of the event. Tickets can be stamped VIP by the box office, or the renter's VIP coupons can be stapled to the left side of the ticket for general admission events.

N. Box Office – Day of Event

For paid ticket events, the Box Office will be open from one hour prior to the show start time for the event until 30 minutes after show start time. Extended hours can be added at additional cost.

Box Office distribution of free tickets and extended hours for free events are provided only at additional cost.

O. Show-Time

From one-hour prior to show until the performance is over, a representative from the renter's organization must remain in the lobby at all times. The renter must assist in handling any problems that may arise with tickets that were sold by the renter, and with the distribution of complimentary tickets for the renter's patrons pre-show.

6. Front-of-House Requirements for Rental

A. House Management

PAC staff will supervise house management services for all audience events in its venues. At least one representative for the renter must be present in the lobby for house management needs at all times during the renter's performances.

B. Usher Requirements

PAC facility management will determine the audience management needs for an event depending on the venue and estimated audience. Sufficient numbers of ushers to provide for the audience management needs are provided through a combination of paid PAC ushers and volunteers, when available. PAC will assign ushers sufficient to assure the safety and security of the event and its patrons.

C. Merchandise

The rights and privileges of sales of merchandise, food and drink and other items remain under the control of the PAC. Merchandise sales may be arranged by the renter or its contracted Artist, but approval of such sales must be obtained from PAC in advance. Sales will be confined to areas designated by the facility management. For Class A renters (see "Appendix I – Facility Costs") PAC will collect a fee of \$25.00 per merchandising booth or table; for Class B renters PAC will collect a 20% commission on net revenues after applicable Florida state sales tax and Alachua County Discretionary Sales Surtax from all on-site merchandise sales. The renter is responsible for remitting sales tax. Merchandise sellers will not be provided by PAC unless requested at least ten business days prior to an event; if provided, the sellers will be paid \$50.00 per seller per event in cash by the renter. An authorized representative of the renter must be in contact with the Business Manager no later than two weeks prior to the event to make arrangements regarding the selling of merchandise.

D. Concessions and Catering

All food and drink for audience consumption outside the PAC – concession sales or otherwise - must be provided through the contracted University of Florida caterer, Classic Fare. Food and drink for all events must be provided by a licensed caterer.

E. Food and Drink

No food and drink are permitted anywhere inside the PAC, unless prior permission has been given.

F. Lobby Displays

Lobby displays, posters and information tables are not permitted without prior approval by PAC management.

G. Lobby Opening

Unless alternate arrangements are made in advance of the performance date, the lobby will open for audience access to the facility 1 hour prior to the start time for a performance event.

H. House Opening

Unless alternate arrangements are made in advance of the performance date, the house will open for audience seating 30 minutes prior to the event. The house will not open prior to approval given by both the PAC technical supervisor and head usher assigned to the event.

I. Late Seating

Late arriving patrons will be seated only at a seating interval determined in consultation with the artist or artist's company manager.

J. Cameras and Recording Devices

Unless otherwise specified in writing by the renter, cameras and recording equipment will not be permitted in the house seating of a venue during a performance. If an artist's performance agreement prohibits photography and recording, only the artist's management may authorize any change to this requirement. PAC management reserves the right to confiscate equipment for the duration of the performance if necessary.

K. Emergency Medical Treatment

PAC reserves the right to determine if Emergency Medical Personnel must be on site for an event. Renter will be responsible for the cost of such personnel if they are required. Any expenses incurred from emergency services will be the responsibility of the person(s) treated.

L. Unruly or Objectionable Persons

PAC management reserves the right to have removed from its facilities any individual whose behavior is offensive or disruptive to other participants or whose actions are deemed detrimental to the safety and security of any person(s) or property on site. PAC will not be liable to the renter for any damages which might result from such removal.

M. Lost and Found

Found articles are retained for a reasonable period, and may be retrieved from the facility management.

N. Children and Infants

Anyone who requires a seat must have a ticket, regardless of age, to be admitted to a performance. Any audience member who is disruptive to other patrons will be asked to leave the performance hall, accompanied by an adult if necessary.

O. ASL Interpreter

An American Sign Language interpreter must be provided for an event if requested by an audience member requiring such assistance. Upon receiving such a request, PAC will arrange for the services of an ASL interpreter and include the cost of this service in the renter's facility costs invoice.

P. Service Animals

Service animals are permitted in the PAC as a reasonable accommodation under the Americans with Disabilities Act. Seating for patrons requiring assistance from service animals will be made available in wheelchair accessible seating areas of the PAC, and in seats immediately adjacent to aisles .

7. Marketing Requirements for Rental

A. Marketing Specifications Supplied

PAC will supply appropriate venue logos with the Agreement. These logos must be used in all publicity materials for the Renter's event.

B. Review by PAC

All promotional materials for the Renter's event must be reviewed by the PAC management prior to public release.

C. Marketing Expenses Incurred

Any direct expenses for marketing incurred by PAC on behalf of and at the request of the Renter will be assessed to the Renter as an event expense, with an added service charge: 10% for University of Florida renters, or 15% for non-University renters.

Appendix 1

Rental Fees per Hour

Non-Profit Organizations (must provide proof of status)

	Rehearsal Time	Performance Time
Mainstage	\$25.00 per hour	\$50.00 per hour
Chorus Room	\$10.00 per hour	\$10.00 per hour
Band Room	\$10.00 per hour	\$10.00 per hour

For Profit Organizations

	Rehearsal Time	Performance Time
Mainstage	\$50.00 per hour	\$100.00 per hour
Chorus Room	\$20.00 per hour	\$20.00 per hour
Band Room	\$20.00 per hour	\$20.00 per hour

Labor Fees

House Manager	\$20 per hour-worker
Technical Supervisor	\$20 per hour-worker
Additional Technical Labor	\$15 per hour-worker
Security Guard/Parking Attendant	\$25 per hour-worker
Maintenance	\$50 per rehearsal day, \$100 per performance day, \$10 per day for classroom use
Ushers	\$6.50 per hour-worker
Head Usher	\$7.50 per hour-worker
Ticket Seller	\$8.50 per hour-worker

Equipment Rental Fees

Item	Rental Cost
Chorus Risers	\$50.00
Piano (tuning not included)	\$100.00
Piano tuning	\$70.00
Podium	\$25.00
Projection Screen	\$50.00
Orchestra Shell	

Appendix I: Costs of Facility Use (continued)

Box Office Costs: Box Office costs vary depending on whether admission for the event is free or paid. Note that an event is regarded as free admission only if tickets can be obtained free-of-charge with no obligation for payment whether direct or indirect.

Free-Admission Events

The PAC Box Office does not print free tickets. If renter wants the PAC Box Office to distribute the tickets, renter will be charged \$8.50 per worker-hour. There is no charge if the renter arranges for distribution.

Paid-Admission Events

For paid-admission events, the following Box Office fees and per-ticket charges apply (sale of tickets through the PAC Box Office and Ticketmaster is included).

Fees invoiced to the renter post-event:

Box Office Set-Up Fee \$100.00 per performance

Ticket Sellers \$8.50 per worker-hour

Complimentary Tickets \$0.30 per ticket

Fees paid by the renter on receipt of tickets:

Promoter Tickets \$1.50 per ticket

Fees paid by patron on purchase of tickets:

Per Ticket up to \$15.00: \$1.00 Ticketmaster service charge per ticket sold at the PAC Box Office; Per Ticket over \$15.00: \$2.00 Ticketmaster service charge per ticket sold at the Phillips Center Box Office.

In other words,

- a \$14.00 ticket would cost the patron \$15.00: \$14.00 ticket price plus \$1.00 Ticketmaster service charge;

- a \$19.00 ticket would cost the patron \$21.00: \$19.00 ticket price plus \$2.00 Ticketmaster service charge.