

# RULES AND REGULATIONS

## GENERAL RULES

**HOLDING DATES:** Once a date has been cleared and a first hold status is granted, the Center will hold the date for a maximum of thirty (30) days without a Use Agreement. After that time, the date will automatically be released with or without notification from the Center.

**CANCELLATION BY USER:** Should User cancel the event covered under this agreement, no deposit refund shall be made and the full User fee as called for by this agreement shall be payable by User to the Center as liquidated damages, not as penalty, and User agrees to also pay any reimbursable expenses incurred by the Center in connection with the event covered by this agreement.

**INDEPENDENT CONTRACTOR:** The User signs this agreement as an independent contractor and not an employee of the Center. This agreement shall not be interpreted as creating a partnership or any other kind of joint undertaking or venture between the User and Center.

**VACATE PREMISES:** User shall vacate the premises no later than the date and time listed on the contract. The Center reserves the right to dispose of any equipment left beyond the contract date and time and to bill User for any costs associated with such disposal.

**DAMAGE TO PREMISES:** User shall be responsible for any and all damages to the Center premises caused by acts of User or User's agents, employees, patrons, guests and artists whether accidental or otherwise. User further agrees to leave the Center premises in the same condition as existed on the date User took possession, ordinary wear and use excepted. Any additional charges incurred because of an unusual amount of post-event cleanup will be borne by the User and shall be a part of the final settlement by User.

**THEFT OR LOSS:** The Center shall not be responsible for losses by User, its agents or employees or ticket holders due to theft or disappearance of equipment or other personal property. For questions regarding lost and found, contact the administrative office at (920) 730-3782.

**PUBLIC SAFETY:** The User shall neither block nor obstruct the sidewalks on premises and entrances to halls, stairs, lobbies and audience chambers. User further agrees not to bring onto the premises any material, substances, equipment or object which is likely to endanger the life of, or cause bodily injury to, any person or which is likely to constitute a hazard to property thereon without the prior approval of the Center. The Center shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal if found. User will at all times conduct its activities with utmost regard for public safety, and will observe and abide by all applicable regulations and safety-related requests by the Center or duly authorized governmental agencies.

Trucks at the loading docks will not be allowed to idle engines. Diesel fumes from idling engines are introduced into the building creating both health risks and breathing discomfort to Center employees and guests.

- Shore power is available for units requiring long-term parking.
- Electrical outlets are available next to and between the loading-dock doors for short term loading and unloading of trucks.

**TICKETING:** All tickets for events at the Center must be sold through the Center's ticket office and Ticketmaster. General admission tickets may not be issued for events in Thrivent Financial Hall and Kimberly-Clark Theater. The Center does not allow for the sale of tickets through consignment.

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## OPERATIONS

**REHEARSALS:** During rehearsal periods, Users shall prohibit their personnel from entering areas of the Center other than the specific contracted space and related support areas (i.e. dressing rooms, restrooms). Users may occupy seating provided the rules concerning no refreshments are adhered to strictly.

**OPEN REHEARSALS:** During any scheduled rehearsal, the User may not permit guests or observers not directly affiliated with the performance to enter the Center. The presence of more than twenty five (25) persons not directly connected with the performance will cause the rehearsal to be considered a performance with the attendant change in rental rates, stagehand rates and the hiring of additional staffing.

**PARKING:** For events in Thrivent Financial Hall and Kimberly-Clark Theater, backstage parking is limited to five (5) spaces in the loading dock area. Permits are required and can be obtained from your event coordinator. All other numbered spaces are reserved for employees and parking in any of these spots will result in the vehicle being towed away at the owner's expense. Additional parking, or parking for events that are not in Thrivent Financial Hall and Kimberly-Clark Theater, is available in a city parking ramp located on Division Street.

**STAGE AND ROOM CONFIGURATION:** At the conclusion of the User's activities in the Center, the areas of use will be returned to a normal or neutral configuration at the expense of the User.

**DELIVERIES:** Delivery of materials belonging to the User prior to event will not be accepted by the Center staff without previous arrangements and possible additional charges to User. The Center makes no guarantee that storage will be available to receive materials arriving early.

**SOUND LEVELS:** In compliance with OSHA, sustained sound levels in excess of 95 Db for a 2-hour period will not be permitted in the Center as measured by Center staff using a professional sound meter on setting "C."

**HOUSE OPENING:** Patrons may not be admitted to the lobbies until 60 minutes before the advertised curtain time.

## EQUIPMENT

**USE OF EQUIPMENT:** All Center equipment must be operated exclusively by Center personnel at prevailing rates.

**EQUIPMENT/SERVICES:** User shall pay for equipment or services requested or required based on current rate sheet. Additional charges may apply for services or equipment that are unavailable or not in inventory. Use fee includes heat/air conditioning as appropriate for the season, non-theatrical lighting, electricity and janitorial services.

**FLAMEPROOFING:** All scenic materials used on the stage of the Center must conform to the Uniform Fire Code regarding flame-proofing.

**THEATRICAL EFFECTS:** All theatrical effects that involve flame, sparks, pyrotechnics or smoke, must be advanced and are also subject to approval by the Center, the Appleton Fire Department, or both. Demonstration of said effect may be required.

**STAGE FLOOR:** The use of nails, screws or other penetrating fastening devices in the stage floor is prohibited. The use of rosin or other floor treatments directly on the stage floor is prohibited.

**SIGNS and POSTERS:** Signs or posters may not be displayed in any manner either inside or outside the facility, except where proper tack boards or easels are provided by the Center. The use of tape, tacks, nails or staples on any wall, window or door surface is prohibited.

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## FOOD AND BEVERAGE

**CONCESSIONS:** The Center reserves unto itself or its assigned agents the exclusive right to sell or dispense food and beverages. No free samples of food, beverage or any product may be given away or otherwise distributed without the prior written approval of the Center. The Center requires all social and private catered events to use the services of approved caterers. A list of approved caterers is available upon request.

**ALCOHOL:** As an authorized Class B license holder, the Center is responsible for the serving of alcoholic beverages in all areas of the Center. The Center shall supply all product and labor necessary to provide alcoholic beverage service to guests and artists. Current beverage prices are available upon request. Per City of Appleton regulations, any unconsumed alcoholic beverages can not be taken from the Center.

**AREAS OF USE:** Food and beverages are permitted, however per City of Appleton regulations, unconsumed food must be removed and disposed of by the caterer. Clients may not 'carry out' any food or beverage for their later consumption.

## STAFFING

**USHERS:** Ushers, greeters and ticket takers are available by request or as required by the Center. Visit our website at [foxcitiespac.com](http://foxcitiespac.com) to see the current rate sheet.

**BARTENDERS:** Center bartenders are required for the serving of alcoholic beverages on Center property. For all non-ticketed events, User will pay for bartenders. Please visit [foxcitiespac.com](http://foxcitiespac.com) to see the current rate sheet.

**UNION STAGEHANDS:** The Center contracts with the I.A.T.S.E. Local #470 for stagehands. Stagehands are required to use any technical or staging equipment in the Center including, but not limited to, sound, lighting and rigging equipment. The Center retains the right to determine the appropriate number of stagehands for User's event.

All performances involve a minimum of three separate labor calls: the load in, the performance and the load out. Upon the receipt of an accurate event timeline and description, the Center will provide an estimated labor bill. User will be billed actual usage, including any overtime or meal penalties.

**SECURITY:** House security is available as requested by the User or required by the Center. The Center will also arrange for additional security upon request. All security arrangements will be made by the Center and any additional security charges will become part of the User's final settlement. Firearms, knives and other weapons of any kind may not be carried, displayed or used by any person, other than security personnel authorized by the Center.

**TIMEFRAME:** All staffing levels for bartenders, stagehands and security must be determined two (2) weeks prior to the event. No additions, deletions or changes may be made to staffing levels after this point without penalty.

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# MARKETING

**ON PREMISE ADVERTISING:** All advertising space at the Center is the exclusive property of the Center. No signs, banners or other advertising media may be displayed at the Center without the prior written approval of the Center. Banners hanging in the Center are permanent installations and will not be removed or relocated.

**OBJECTIONABLE MATERIAL:** If the event contains any materials or content that may be viewed by any segment of the community as being morally objectionable, or appropriate for adult viewing only, the Center reserves the right to require the User to include in all advertising a phrase, acceptable to the Center, that alerts the potential ticket buyer to the maturity of the theme or actions.

**CORRECT ADVERTISING COPY:** The User agrees that all advertising of any type – newspaper, radio, television, posters, heralds, flyers, brochures, etc. – will contain the following information:

1. The true and correct name of the presenting agency of organization  
i.e. Country Music Stars, Inc. presents.... abbreviations are not acceptable.
2. The correct institutional name of the Center and the specific name of the theater in which the event will take place:  
i.e., "Fox Cities Performing Arts Center, Kimberly Clark Theater, etc."
3. Information and tickets: Ticket Office (920) 730-3760
4. All advertising must be sent for approval: Trisha Witt, twitt@foxcitiespac.com, (920) 730-3781

**PERFORMANCE INFORMATION:** User will provide a description of the performance(s) to enable the Center staff to better inform the public about User's event. This description should include the total running time, plot synopsis, specific musical works, some biographical information on artist(s), number and length of intermission, special sight line or acoustical variation, etc. or whatever, in User's judgment, a patron may typically wish to know about an event.

**FOX CITIES PERFORMING ARTS CENTER LOGO:** User is required to use ad mats indicating the proper identification of the Center name and logo when they appear in any advertising, posters, heralds or any other promotional materials, the logo must always accompany the name of the theater in the Center. Please contact the Center's marketing department at (920) 730-3781 for further information.

**MEDIA:** The Center requires 24-hour written notice of any media coverage planned for User's event.

**MARQUEE AND WEBSITE:** All ticketed, public events are promoted on the website, lobby digital signage and the marquee in front of the building. Certain limitations apply and the Center is solely responsible for the amount of space, wording and date of advertising on the marquee. All Users must complete and sign the required contracts prior to the start of any promotion for the event.

**SPONSORS:** The Center allows User to obtain sponsorship for their event, provided it does not conflict with the Center's current sponsors or contracts. All sponsor proceeds obtained by User are retained by the User. User sponsors may be recognized in marketing materials created by User but will not be included in any Center marketing materials. All promotional materials referencing the Center must be approved before distribution to the public. Should a conflict in recognition arise, recognition of the Center's sponsors shall take priority over User's sponsors.

The Center offers predetermined locations for banner and signage recognizing User's sponsors in our lobby spaces. Artwork for banners or signs must be approved by the Center two weeks prior to User's event. For Thrivent Financial Hall, the Center has space for one lobby banner that is 3' wide by 7' tall. For the Kimberly-Clark Theater, the Center has a space for one entrance hallway banner that is 96" wide by 18" tall.

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## ADDITIONAL RULES

**SMOKING:** Smoking is not permitted in the Fox Cities Performing Arts Center. Due to Fire Department regulations, lit matches or lit lighters are also not allowed anywhere inside the Center. As of July 5, 2010, in accordance with Wisconsin state statute 101.123(2); smoking in all public places and workplaces is banned. The Center has defined the following locations and distances to be no smoking areas:

- All internal building areas
- 25 feet from the ticket lobby exterior doors
- 25 feet from Division Street entrance
- 15 feet from Walnut Street entrance
- 15 feet from the stage door entrance
- Entrance 21, Walnut Street access door
- Administration entrance door

Cigarette receptacles have been moved to accommodate these new distances. Any person who violates the statute is subject to a \$100-\$250 fine along with reimbursement of a possible fine to the Center of \$100.

**MERCHANDISE SALES:** Subject to approval of specific merchandise by Center management, User may sell souvenir items relevant to the public performance(s) in designated lobby areas. The Center is required to withhold five percent (5%) Wisconsin sales tax from all sales at the Center. If the Center provides personell to sell: 75/25 soft goods, 90/10 electronic media. If the user is selling: 80/20 soft goods, 90/10 electronic media. User must notify the Center at least thirty (30) days prior to the engagement, to make arrangements for merchandise sales. Please contact Gerald Henley, director of theatrical productions, (920) 730-3768 or ghenley@foxcitiespac.com to coordinate sales.

**ANIMALS PROHIBITED:** The User shall not bring or allow any animals or birds, including animal performers and pets, into the facility (with the exception of service dogs) without the prior written approval from the Center.

**DECORATIONS:** All decorations MUST be fire retardant and adhere to the fire codes of the City of Appleton. Fresh flowers are acceptable but any artificial items must meet the fire code. Candles are acceptable as long as they are in a hurricane lamp or container and the top of the flame is at least one (1) inch below the top of the container. It is recommended that homemade items not be brought into the facility unless they meet all fire codes as required by law. Helium balloons are PROHIBITED in the Center at any time because if they should escape, they will set off our fire detection units and sprinkler systems.

**ADDITIONS OR REVISIONS:** Center management reserves the right to amend these rules and/or to supplement them at any time, in its sole discretion. Such new or revised rules and regulations shall be effective and binding upon Users immediately after Users have been given notice of such changes, verbally or in writing, or by any means of communication.

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Signature

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Date