

RULES AND REGULATIONS

INDEMNITY

User shall indemnify and hold Center harmless from and against any and all liabilities, losses, damages, costs, expenses, legal fees, causes of action, suits, judgments, claims and settlements, including, without limitation, all expenses for injury to or death of any person, or any damage to or loss of property of anyone, including User or Center, occurring in or about Center if caused by errors of omission, commission or negligence with respect to User's responsibilities under this agreement by anyone acting by, through or under User.

Center shall indemnify and hold User harmless from and against any and all liabilities, losses, damages, costs, expenses, legal fees, causes of action, suits, judgments, claims and settlements, including, without limitation, all expenses for injury to or death of any person, or any damage to or loss of property of anyone, including User or Center, occurring in or about Center if caused by errors of omission, commission or negligence with respect to Center's responsibilities under this agreement by anyone acting by, through or under Center.

Center shall not be responsible for the loss of or damage to the property of User either while such property is on Facility or at any other time unless a complete schedule of User property is submitted to Center seven (7) days in advance of the Event. Center will not be liable to User for loss of or damage to its property other than such loss or damage which is attributable to the deliberate wrongful act or negligence of Center employees. If such cause of loss is shared with User or others, Center shall be liable only for its proper percentage share of such fault.

Center and User mutually warrant that they carry worker's compensation insurance for their respective personnel.

GENERAL TERMS AND CONDITIONS

Event Cancellation. Cancellation due to scheduling problems, fiscal insolvency or poor anticipated attendance shall not be considered a valid cause for cancellation without penalty and the party to this agreement who initiates such cancellation shall be responsible for reimbursing the other for all documented out-of-pocket expenses incurred due to a date change or cancellation. Said reimbursement shall take place within thirty (30) days of submission of a documented itemized statement of expenses. Real or potential lost profits shall not be considered an expense.

Force Majeure. If the Event hereunder, by either party, is prevented by Force Majeure, then, subject to the provisions herein contained, the parties are relieved of their respective obligations and neither shall have any liability to the other. For purposes of this agreement, Force Majeure includes but is not limited to: catastrophic illness or debilitation of User, fire, earthquake, flood, interruption in essential utility or transportation services, pandemic, act of God, work stoppages and labor disturbances, civil commotion, litigation, court order, war or other act of a foreign nation, act or threatened act of terrorism, edict of government or governmental agency, or for any other cause, like or unlike any cause mentioned above which is beyond the control or authority of both Center and User. If the Event includes multiple dates and one or more but not all are prevented by Force Majeure, compensation shall be strictly pro-rated for the contracted date(s) made on the basis of the total compensation.

Event Postponement. Should User postpone the Event covered under this agreement for any reason, User shall be responsible for reimbursing Center for all documented out-of-pocket expenses incurred to date. Said reimbursement shall take place within thirty (30) days of submission of a documented itemized statement of expenses.

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COMPLIANCE WITH LAWS

Law Observance. Both parties and their agents and representatives, agree to abide by all local, county, state and federal laws and regulations, including, but not limited to those laws and regulations pertaining to working conditions, smoking, health, fire and safety. If a performance is prevented due to failure by User to so comply, said performance shall be deemed to have been canceled by User, without cause, and it shall compensate Center for all direct out-of-pocket expenses associated with the advance of the Event.

Discrimination. User shall not unlawfully discriminate against any person with respect to race, color, religion, national origin, sex, or age, and shall comply with all applicable federal, state, and local laws.

Americans with Disabilities Act. Center shall be responsible for compliance with the Americans With Disabilities Act (ADA), including but not limited to accommodations for persons who may have visual, hearing, emotional, mental or mobility disabilities. User shall be responsible for any accommodations requested or required under said act which are programmatic in nature including but not limited to: American Sign Language, open captioning, assistive listening devices, etc. User shall indemnify and hold Center harmless from any judgment, claim or settlement and all costs, including its reasonable attorneys' fees arising out of failure by User to properly perform its ADA responsibilities.

Health and Safety. During any period whereby Center is under local, county, state or national health and safety guidance or directives due to epidemic, pandemic or similar situations, User will adhere to any and all protocols put into effect by Center. Should additional expenses be incurred as a result of guidance or directives, it is agreed that such expenses shall be added to the final invoice as an Event expense. Center will use best efforts to estimate such expenses and provide estimates that are known to Center and/or User in advance of the Event. User agrees that if gathering restriction policies and/or recommendations are put in place by the local, federal and/or the state of Wisconsin, Center has the right to cancel the Event without liability and will be considered a Force Majeure event. Center agrees that if travel restriction policies and/or recommendations are put in place by the local, county, state of Wisconsin, federal government, and/or the state, city and/or county in which any individual within User's essential team is travelling from, the parties have the right to cancel the Event without liability and will be considered a Force Majeure event. Should the Event be rescheduled in good faith, the rescheduled date is subject to the same gathering and travel restriction Force Majeure terms outlined herein. If the Event is prevented due to mentioned guidelines or restrictions and they are lifted less than 10 weeks prior to the Event date, then both parties agree in good faith to attempt to reschedule the Event as well as mutually agree in good faith to new or revised financial terms. However, if postponement and rescheduling is attempted but subsequently determined is not possible, the parties are relieved of their respective obligations and neither shall have any liability to the other. Should any government body require venue to decrease the capacity in order to implement spacing and distance among patrons, it is agreed by all parties that the contractual terms shall be renegotiated in good faith and be mutually agreed to prior to the Event.

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Holding Dates. Once a date has been cleared and a first hold status is granted, 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 Center.

Cancellation by User. Should User cancel the Event covered under this agreement, no deposit refund shall be made and the full Use Fee as called for by this agreement shall be payable by User to Center as liquidated damages, not as penalty, and User agrees to also pay any documented expenses incurred by Center in connection with the Event covered by this agreement.

Independent Contractor. User signs this agreement as an independent contractor and is not employed by Center. This agreement shall not be interpreted as creating a partnership or any other kind of joint undertaking or venture between User and Center.

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Vacate Premises. User shall vacate the premises no later than the date and time listed on the contract. 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 Facility caused by acts of User or User's agents, employees, patrons, guests and artists whether accidental or otherwise. User further agrees to leave Facility 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 User and shall be a part of the final settlement by User.

Theft or Loss. 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 within 30 days of the Event.

Public Safety. 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 Center. 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 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.

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

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

OPERATIONS

Rehearsals. During rehearsal periods, Users shall prohibit their personnel from entering areas of 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, User may not permit guests or observers not directly affiliated with the Event to enter Center. The presence of more than twenty-five (25) persons not directly connected with the Event will cause the rehearsal to be considered a performance with the corresponding change in Use Fee, stagehand rates and the hiring of additional staffing.

Parking. For events in Thrivent 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 numbered and valet 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 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 Event, the areas of use will be returned to a normal or neutral configuration at the expense of User.

Deliveries. Delivery of materials belonging to User prior to the Event must be arranged with Center staff with advance notice and additional charges to User may apply. 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 Facility as measured by Center staff using a professional sound meter on setting "C."

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House Opening. Patrons may not be admitted to the lobbies until 60 minutes before the advertised curtain time for events scheduled in Thrivent Hall and Kimberly-Clark Theater.

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.

Flame Proofing. All scenic materials used in Facility 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 Center, the Appleton Fire Department, or both. Demonstration of said effect may be required.

Floor. The use of nails, screws or other penetrating fastening devices in Center floor is prohibited. The use of rosin or other floor treatments directly on the floor is prohibited.

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

Food and Beverage Concessions. 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 Center. **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, Center is responsible for the serving of alcoholic beverages in all areas of Facility. 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 cannot be taken from Facility.

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. User or guests may not 'carry out' any food or beverage for their later consumption.

STAFFING

Ushers. Center provided ushers, greeters and ticket takers are required by Center based on anticipated attendance.

Bartenders. Center bartenders are required for the serving of alcoholic beverages in Facility.

Valet. Valet service is provided up to one hour prior to and for the duration of the Event. Service is included in the Use Fee.

Union Stagehands. Center contracts with the I.A.T.S.E. Local #470 for stagehands. Stagehands are required to use any technical or staging equipment in Facility including, but not limited to: sound, lighting and rigging equipment. Center retains the right to determine the appropriate number of stagehands for the Event. All performances involve a minimum of three separate labor calls: the load in, the performance and the load out. Upon the receipt of the accurate Event timeline and description, Center will provide an estimated labor bill. User will be billed actual usage, including any overtime or meal penalties.

Security. Security is required by Center. Center will also arrange for additional security upon request. All security arrangements will be made by Center and any additional security charges will become part of the 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 Center.

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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.

MARKETING

On Premise Advertising. All advertising space in Facility is the exclusive property of Center. No signs, banners or other advertising media may be displayed at Facility without the prior written approval of Center. Banners hanging in Facility 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, Center reserves the right to require User to include in all advertising a phrase, acceptable to Center, that alerts the potential ticket buyer to the maturity of the theme or actions.

Correct Advertising Copy. 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 or organization (i.e. “Country Music Stars, Inc. presents...”). Abbreviations are not acceptable.
2. The correct institutional name of Center and the specific name of the space in which the Event will take place (i.e. “Fox Cities Performing Arts Center, Kimberly-Clark Theater”).
3. Information and tickets: Ticket Office (920) 730-3760
4. User must provide at least one week notice for approval for all advertising to Trisha Witt, director of marketing and communications, twitt@foxcitiespac.com, (920) 730-3781.

Event Information. User will provide a description of the Event to enable Center staff to better inform the public. This information should include a full description, total run time/timeline, artist(s) information, performance details (i.e. plot synopsis, specific musical works, mature content disclaimers, special sight line or acoustical variation), etc. or whatever, in User’s judgment, a patron may typically wish to know about the Event.

Center Logo. User is required to use ad mats indicating the proper identification of 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 which the Event will take place. Please contact Trisha Witt, director of marketing and communications, twitt@foxcitiespac.com, (920) 730-3781 for further information.

Media. Center requires 24-hour written notice of any media coverage planned for the Event. Please contact Trisha Witt, director of marketing and communications, twitt@foxcitiespac.com, (920) 730-3781.

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 Center is solely responsible for the amount of space, wording and date of advertising on the marquee. User must complete and sign the required contracts prior to the start of any promotion for the Event.

Sponsors. Center allows User to obtain sponsorship for the Event, provided it does not conflict with current Center sponsors or contracts. All sponsor proceeds obtained by User are retained by 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 Center must be approved before distribution to the public. Should a conflict in recognition arise, recognition of Center sponsors shall take priority over User sponsors. Center offers predetermined locations for banner and signage recognizing User sponsors in lobby spaces. Artwork for banners or signs must be approved by Center two weeks prior to the Event. For Thrivent Hall, Facility has space for one lobby banner that is 3’ wide by 7’ tall. For the Kimberly-Clark Theater, Facility has a space for one entrance hallway banner that is 96” tall by 18” wide.

ADDITIONAL RULES

Smoking and Vaping. Smoking and vaping are not permitted in Facility. Due to Fire Department regulations, lit matches or lit lighters are also not allowed anywhere inside Facility. As of July 5, 2010, in accordance with Wisconsin state statute 101.123(2); no person may smoke in any enclosed place, including places of employment

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or public places. As of June 5, 2019, the City of Appleton banned electronic smoking devices in public places. Center has defined the following locations and distances to be no smoking and vaping areas:

1. All internal building areas
2. 25 feet from the ticket lobby exterior doors
3. 25 feet from Division Street entrance
4. 15 feet from Walnut Street exit
5. 15 feet from the stage door entrance
6. Entrance 21, Walnut Street access door
7. Administration entrance door

Cigarette receptacles have been moved to accommodate these distances. Any person who violates the statute is subject to a \$100-\$250 fine along with reimbursement of a possible fine to 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. Center is required to withhold five and a half percent (5.5%) Wisconsin sales tax from all sales at Facility. If Center provides personnel to sell: 75/25 soft goods, 90/10 electronic media. If User is selling: 80/20 soft goods, 90/10 electronic media. User must notify Center at least thirty (30) days prior to the Event, to make arrangements for merchandise sales. Please contact Pilar Martinez, senior manager of event services, (920) 730-3735 or pmartinez@foxcitiespac.com to coordinate sales.

VIP Events. Subject to approval by Center management, User may sell tickets to a VIP event, that may include, but is not limited to: a meet and greet, merchandise package or reception relevant to the public performance(s). VIP events are subject to all ticketing fees, policies and procedures outlined herein and additional Use Fees, subject to space availability. User must notify Center at least thirty (30) days prior to the Event, to make arrangements for a VIP event. Please contact Pilar Martinez, senior manager of event services, (920) 730-3735 or pmartinez@foxcitiespac.com to coordinate details.

Animals Prohibited. User shall not bring or allow any animals or birds, including animal performers and pets, into Facility (with the exception of service dogs) without the prior written approval from 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 Facility unless they meet all fire codes as required by law. Helium balloons are PROHIBITED in Facility at any time because if they should escape, they will set off fire detection units and sprinkler systems. Confetti, glitter, sequins or other similar materials are subject to approval by Center and additional cleanup charges may be incurred by User.

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 User immediately after User has been given notice of such changes, verbally or in writing, or by any means of communication.

It is agreed by all parties that should unexpected additional expenses be required and incurred to ensure the health and safety of patrons, staff and touring personnel; such expenses will be considered Event expenses. These expenses can include but are not limited to: audience screenings at points of entry, additional front-of-house staffing, security and cleaning/disinfecting/sanitizing and any cleaning materials. Center will use best efforts to estimate such expenses and provide estimates that are known to Center and/or User in advance of the Event.

Signature

Date

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