

BUILDING USE POLICY AND CONTRACT



SCHEDULING PRIORITY GUIDELINES

The following is the order assigned to different groups for the purpose of determining priority in scheduling the Lawrence Arts Center:

- Chief Executive Officer's Office
- Lawrence Arts Center Performing Arts events
- Exhibitions
- Regular Educational Programming: Summer Youth Theater, Dance Education Showcases, Drama Education Showcases
- All Others

NOTES:

- Scheduling and operation of the facility shall be managed by the Development Director and the Artistic Director of Performing Arts, who will keep the calendar. Calendar will be updated and presented at weekly staff meetings.
- Scheduling of events for a season (August through July) will normally happen during January or February of the previous season, after the top four priority groups have set their calendars.
- Chief Executive Officer shall have final authority regarding scheduling decisions.

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The Lawrence Arts Center is open
Monday thru Saturday 9 a.m. to 9 p.m.
Sundays 9 a.m. to 5 p.m.
785.843.2787

FACILITY RENTAL

The Lawrence Arts Center is available for rental. Our 40,000 square foot facility is the perfect location for a range of events. Whether you are planning a wedding reception, corporate retreat, community meeting, or fundraising event, find yourself inside the Lawrence Arts Center! We also have space for film screenings, music, and dance recitals, studio and rehearsal space. Our professional technical and event support staff are available to help you manage all aspects of your event. Located in the heart of Downtown Lawrence, the Arts Center is truly a unique and vibrant space. Ample parking is available directly across the street in a covered parking garage.

non-profit
organizations

business
meetings

theater
groups

wedding
receptions

fundraising
events

film
screenings

recitals

Wedding Receptions and Fundraisers

Our main lobby and gallery spaces can accommodate groups for seated dinners or a strolling buffet. Depending on your setup needs we can accommodate up to 300 guests.

Film Screenings and Recitals

Our Main theater seats up to 302 people, We have a movie theater quality screen as well as options for in front of the curtain and the full use of the stage area. A full range of video and sound equipment as well as grand pianos may be rented as part of your event.

Performances and Rehearsal

Our Black Box Theater seats up to 80 people, and is the perfect space for small scale performances and rehearsals. We also have a range of small studios available for rehearsal space at very affordable prices.

Corporate Retreats and Meetings

Our gallery spaces are the perfect setting for corporate events. Whether it is for a company retreat or treating clients to an evening of great art and cocktails, our galleries provide state of the art audiovisual equipment, a sound system, and space for up to 100 seated theater style. Classroom style setup and rounds are also options.

Our jewelry studio offers the perfect alternative to the boardroom – a large table can accommodate groups up to 25.

Refreshments and Alcohol

Cash bar catering license, Alcohol can be served at the Arts Center. Restrictions and sales tax apply. Please ask for more details.

**All areas are accessible to
persons with disabilities.**

USAGE REGULATIONS

It is the intention and the goal of the Lawrence Arts Center to provide Non-Affiliated Community Organizations (hereinafter called User) with the finest performing arts venue and the highest level of professional service available. We will make every effort to ensure your event receives our full attention to every detail and that your artists, guests and production staff are treated in a friendly, courteous manner.

I. TECHNICAL SERVICES: GENERAL RULES AND REGULATIONS

The Lawrence Arts Center's Technical Staff wants to make the experience in the Arts Center as pleasant as possible. The following policies have been developed to encourage safe and efficient use of the building. To assist in the completion of event requirements, the Technical Director will provide a basic lighting plot and basic rigging configuration chart.

1. ALCOHOLIC BEVERAGES:

See: IV. FOOD AND ALCOHOL REGULATIONS

2. ANIMALS PROHIBITED:

See: VI. GENERAL POLICIES: 14. ANIMALS

3. BLOCKING OF HOUSE EGRESS:

Due to fire regulations, no aisle or part of an aisle is allowed to be blocked in any manner.

4. BROADCAST AND RECORDING RIGHTS:

Any broadcasting or televising in any manner, in connection with use of the Center must have written approval from the Technical Director. Any audio connection, or other facility rendered for such activity must have a minimum two (2) days notice from the user to the Lawrence Arts Center Technical Director.

5. CANCELLATIONS DUE TO WEATHER:

Cancellation of an event will be considered on an individual basis. Please check with the Lawrence Arts Center management regarding cancellation of an event in the case of inclement weather.

6. CHAPERONING OF CHILDREN:

Events incorporating groups of children must have adult supervision at all times in the performance and support areas. These adults must be supplied by the user.

7. CONTRACTS:

The user will submit to Lawrence Arts Center Technical Department, copies of any and all contracts, riders, letters of agreement, etc. with the performers whose services form the basis for use of the spaces.

8. CONTROL OF PREMISES:

It is understood that no agreement with the user relinquishes the Lawrence Arts Center's right to control the management of the Facility and to enforce all necessary laws, rules and regulations.

9. CONTROL OF STAGE EQUIPMENT:

No stage rigging, stage lighting or any other stage equipment may be used or changed without the prior approval of the Lawrence Arts Center Technical Director.

10. CONTROLLED SUBSTANCES:

No use or possession of controlled substances is permitted on the Lawrence Arts Center premises.

11. CURTAIN TIME:

Curtain will not be held beyond advertised time except for the following reasons: Equipment malfunction, weather or traffic conditions as determined by the House Manager, illness or tardiness on the part of a performer. The Lawrence Arts Center Technical Director makes the final decision determining the holding of a curtain.

12. DEFACEMENT OF FACILITY:

No user shall allow nails, tacks, stage screw, or similar material to be driven or placed in any part of the premises without the approval of the Lawrence Arts Center Facility Maintenance Director. Repair of all damage is the responsibility of the user.

13. DELIVERY AND STORAGE OF GOODS:

Any material delivered to the Center when user is not in the building will not be accepted unless prior arrangements have been made. In accepting delivery of goods addressed to the user, the Lawrence Arts Center is acting for the accommodation of the user and shall not be liable for any loss or damage thereof. User assumes all responsibility for any property that may be placed in storage during or between the event/s. (See SCENERY REMOVAL)

The Lawrence Arts Center will not accept any goods shipped to the user if any sum is to be paid to carrier upon delivery. Long-term storage of user's equipment may be provided by the Lawrence Arts Center subject to a separate written agreement and rental schedule.

14. DRESSING ROOMS:

The Lawrence Arts Center reserves the right to assign dressing rooms.

15. DRESSING ROOM SUPPLIES:

The Lawrence Arts Center will provide rest-room paper goods in all dressing rooms. User is responsible for providing additional supplies such as those required for application and removal of make-up.

16. EGRESS STORAGE:

Egress onto the stage areas of the Lawrence Arts Center must be maintained at all times.

17. EQUIPMENT USED ONSTAGE:

Any equipment used onstage or in any support area that is supplied by the user, i.e. special effects devices, must have the approval of the Lawrence Arts Center Technical Director.

18. FIRE CURTAIN:

Fire Curtain must be able to fall unimpeded at all times.

19. FIREARMS AND SPECIAL EFFECTS:

All incendiaries, explosives, lasers, strobes, smoke effects involving fluids and gasses must meet fire safety codes.

20. **FIRE RETARDANCY:** All scenic and costume materials brought in by user must be flame proofed and/or conform to the Uniform Fire Code. The user is responsible for ensuring that all costumes, sets and soft goods are made of non-flammable materials or are treated with fire retardant chemicals. Any set, which extends into the auditorium, could be subject to inspection for compliance by the Lawrence Fire Department and/or the State of Kansas Fire Marshall.

21. **GUESTS BACKSTAGE:** For safety reasons, guests are not permitted anywhere onstage before, during or after a performance and during intermission. All doors leading to stages will be locked and no admittance gained following a performance and during intermissions. Guests are welcome to come backstage into the dressing room if the user wishes, but no admittance to or through stage will be allowed. This is a logistical concern as well as a safety issue. Stagehands need to be able to do their show work and post-show work quickly and without obstruction.

22. **INTERRUPTION OR TERMINATION OF EVENT:** The Lawrence Arts Center Production retains the right to cause the interruption or termination of any event when, in the sole judgment of the Lawrence Arts Center, such action is necessary in the interest of public safety.

23. **KEYS TO FACILITY:** No keys to the Lawrence Arts Center will be afforded to any user or artist hired by the user. Keys are assigned only to employees of the Lawrence Arts Center and only such employees shall open the center.

24. **LIGHTING COLOR:** The Lawrence Arts Center stocks a very limited supply of Roscolux, Lee, Apollo, and GAM lighting color media. Any color media not in stock will need to be supplied by the user.

25. **LIGHTING INVENTORY:** The lighting inventory will be used as is. No relamping will be done unless necessary to replace an expired lamp and no conversions will be made.

26. **LOADING DOCK:** Users are encouraged to use the alley on the east side of the Lawrence Arts Center to unload their equipment. Immediately after unloading, vehicles must be removed.

27. **NON-EXCLUSIVE RIGHT:** The Lawrence Arts Center shall retain the right to use and license use of portions of the Lawrence Arts Center not covered in the contract with any individual users, provided, that such use will not interfere with the user's activities.

28. **OPENING OF HOUSE:** The House opens 30 minutes prior to performance. All pre-sets, sound and light checks must be completed by that time.

29. **PAYMENT FOR DAMAGE:** User agrees to pay costs of repair or replacement for all damages to the Lawrence Arts Center or its equipment resulting from use by the users.

30. **PIANOS:** The Lawrence Arts Center pianos are tuned on a regular basis. Specific requests for tuning will be at user's expense, and must be performed by the Arts Center piano technician. The piano will be tuned to A-440 concert pitch.

31. **PUBLIC SAFETY:** User agrees that at all times they will conduct their activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety.

32. **RECORDING SERVICES:** The Lawrence Arts Center Technical Department will facilitate any recording requests made by the user. The Lawrence Arts Center does not guarantee the control of the theater that would be inherent in a studio.

33. **SCENERY REMOVAL:** All scenery, props, costumes, equipment, etc. belonging to the user must be removed by the user immediately following the final performance. All items not removed from spaces will be assumed trash and disposed of accordingly.

34. **SECURITY OF VALUABLES:** No lockbox is provided. It is suggested that anything valuable not be brought into the backstage area.

35. **SMOKING POLICY:** Smoking is not permitted anywhere in the Lawrence Arts Center.

36. **SPECIAL EFFECTS:** All special effects proposed for Lawrence Arts Center events shall be submitted to Lawrence Arts Center Technical Director for consideration at least 14 days before the scheduled event. All City of Lawrence, Federal, state and local fire safety and regulatory codes shall apply and strict compliance to same is required. Lawrence Arts Center Technical Director shall have final authority regarding use of special effects in the facility.

37. **STAFFING:** All users' production needs are coordinated through the Lawrence Arts Center Technical Director or his designate. All Lawrence Arts Center crews are given assignments through the Technical Director/designate. All technical personnel must participate in an orientation of the facility and equipment before they work in the Lawrence Arts Center. The Lawrence Arts Center Technical Department reserves the right to determine minimum crew requirements needed for safe operation of the facility. User will receive in advance the estimated hourly cost of required personnel.

38. **TECHNICAL DIRECTOR:** The Lawrence Arts Center requires that the Technical Director (or his designate) be present during your event and its rehearsals. Costs for event technical supervision will be included in the user's cost estimate provided by the Lawrence Arts Center. The Technical Director (or his designee) will act as the Lawrence Arts Center's representative regarding implementation and enforcement of the Technical Services and Regulations.

39. **TECHNICAL INFORMATION DEADLINE:** The following documents are due to the Lawrence Arts Center's Technical Department at least three weeks prior to Event:

- Listing of cast members and technicians.
- Copies of set and lighting designs.
- Listing of any special requirements.

40. TECHNICAL/EQUIPMENT INVENTORY: The Arts Center will provide a Technical Equipment Inventory for the Event's directors and designers.

41. TECHNICAL WORK: No wall or ceiling surface may have any item attached to it with glue, adhesive tape, screws, nails, tacks, or staples.

Lawrence Arts Center Technical Director shall review any and all technical riders and/or other technical information pertinent to the intended use of the facility before final contract agreement.

II. PUBLICITY/PROMOTION

1. PROGRAM: Users must supply their own printed performance programs.

2. DISPLAYS: User will display no posters, banners, photographs, models, etc., at the Lawrence Arts Center without written permission of the Lawrence Arts Center and then only in such areas as are specified and with such materials as are approved in advance by Lawrence Arts Center management. Further, **User is prohibited from using any tack, nail, screw, tape, glue or other fastening device into or upon the ceilings, walls or floor of the Arts Center so as to mar, deface or injure Arts Center premises.**

3. OBJECTIONABLE CONTENT: The Lawrence Arts Center reserves the right, at its sole discretion, to require of the User the inclusion in all advertising a phrase acceptable to both the Non-Affiliate Organization and the Lawrence Arts Center that alerts the potential ticket buyer to the maturity of themes or actions that may be considered controversial.

4. MARKETING: User shall submit advertising materials for marketing on Arts Center eblasts and calendar for approval no less than three weeks (21 days) in advance of the date of the event. Lawrence Arts Center Executive Director shall have final authority regarding all advertising for events held at the facility.

5. UNAUTHORIZED ADVERTISING: User agrees that no advertising or other printed matter shall be placed or posted in or about the Arts Center without the permission of the Lawrence Arts Center.

6. LAWRENCE ARTS CENTER LOGO: User shall be provided with the proper identification of the Arts Center name and contact information when they appear in any advertising, program covers, posters, heralds or any other promotional materials. **Use of the Lawrence Arts Center logo will only be allowed when used in compliance with Arts Center style guide and upon prior approval of the Chief Executive Officer.** *Material found in non-compliance will not be distributed by usher staff and may mean cancellation of use agreement.*

7. PUBLIC RELATIONS CONTACT: User shall provide the Lawrence Arts Center with the name of the person primarily responsible for publicizing the event and a telephone number at which that person can be reached during regular business hours.

III. TICKET OFFICE

1. RIGHTS OF OPERATION: The Lawrence Arts Center shall have the exclusive rights to the operations of all ticket offices and ticket sales services for events that take place within the Lawrence Arts Center. Ticketing services cannot be ordered until a signed User/Lease Agreement and deposit have been received. A request for ticketing services must be received at least one month prior to the date tickets are to go on sale. Once tickets have been placed on sale, no change in ticket pricing may be made. There is no access to the box office by User. Tickets will go on sale on contract specified date.

The Box Office is located at the reception desk of the Lawrence Arts Center, and is open during regular hours of operation. Online ticket sales are available 24 hours a day, 7 days a week. The Box Office will be closed for various national and related holidays, breaks, etc. A yearly calendar of closing times will be available upon request.

2. USER BOX OFFICE FEES:

- A. Printing and handling fee of \$.50 per ticket sold (including complimentary).
- B. No tickets will be mailed.

3. PATRON BOX OFFICE FEES:

A. Website Sales
These fees are applied to transactions processed through the Lawrence Arts Center website on a per-ticket basis. Fee is based on original face value of the ticket, and is charged directly to the ticket purchaser.

Ticket Face Value	Fee to Patron
\$0.01 - \$5.00	\$0.99
\$5.01 - \$9.99	\$1.50
\$10.00 - \$14.99	\$2.00
\$15.00 - \$19.99	\$2.50
\$20.00 - \$29.99	\$3.00
\$30.00 - \$39.99	\$3.50
\$40.00 - \$49.99	\$4.00
\$50.00 AND UP	\$4.50

B.Box Office Sales

All tickets will be charged a \$1 processing fee when purchased at the Lawrence Arts Center Box Office. The fee is charged directly to the ticket purchaser. Pre-printed tickets for User presale will be charged a non-refundable \$1 per ticket fee.

C. SALES TAX is paid by ticket purchaser and reported and paid by the Arts Center.

4. BASIC SERVICES (When Lawrence Arts Center generates tickets):

- A. Regular staffing for advance sales*
- B. Ticket sales: Window, Phone, Online
- C. Complete Accounting

D. User may preorder printed tickets to sell outside Arts Center box office. Pre-printed tickets are charged a non-refundable \$1 ticket agent fee in addition to the standard 50¢ printing and handling fee, which is assessed and charged after event based on actual tickets sold.

5. PROMOTIONS: User must inform Performance Director at the time of ordering Ticket Office services of any promotions planned.

6. **PAYMENTS:** The Lawrence Arts Center payment options are: cash, check, American Express, Discover, MasterCard and Visa. The Box Office will attempt to secure proper identification for all customers who pay by check or credit card. However, in all cases, whether identification is provided or not, the ultimate responsibility for bad checks and disputed credit cards is that of the user. Tickets charged to a credit card but not picked up at "will call" will remain as a sold ticket.

7. **CLOSE-OUT:** An audit will be available no later than 10 business days after the final performance. Any close out payments or refunds will be processed within the Arts Center accounts payable schedule.

8. **CANCELLATIONS:** In the event of a cancellation of any or all performances, the Lawrence Arts Center will refund only tickets purchased at the Lawrence Arts Center Box Office. User shall be charged any additional cost associated with the cancellation to cover cost of box office personnel hours to issue refunds, including, but not limited to extra security or the advertising of the cancellation of the event.

9. **HOUSE SEATS:** The Lawrence Arts Center reserves for its exclusive use 10 seats for each performance. The location of the house seats will be at the discretion of the Lawrence Arts Center management and there will be no charge to the Lawrence Arts Center for use of these seats as they are considered part of the lease agreement. House seats not used by the Arts Center shall be returned for sale at 12 noon on the day of the event.

10. **CONTRACTUAL TICKETS:** Contractual tickets are tickets that are set forth by the contracts of artists, performing companies, promoters, and the like, for use at their discretion. Organizations shall notify the box office of any contractual, trade or complimentary ticket requests.

11. **TRADE TICKETS:** Trade tickets are issued by the Chief Executive Officer of the Lawrence Arts Center for any goods or services rendered for use by the Lawrence Arts Center. The number of trade tickets issued will be determined

by the dollar value placed on those goods or services.

12. **SEASON TICKETS:** The Lawrence Arts Center Box Office will not sell Season tickets for Users.

13. **GROUP TICKETS:** The Lawrence Arts Center Box Office will sell group tickets if prior arrangements are made at the time user orders box office services.

14. **TICKET POLICY:** The Lawrence Arts Center has a no refund policy. All sales are final. Tickets may be exchanged for a different performance of the same event. Unused tickets may be returned to the box office at which time their value may serve as a Tax-deductible donation. Tickets must be turned in at least one hour before the performance to be eligible for the deduction.

The Lawrence Arts Center retains the right to make determination of ticket refunds for cause, in keeping with its policy of retaining public faith. This shall include, but not be limited to, cancellation of an event, error in billing, obstructed seats when exchange for comparable location is not possible.

All persons, including very young children, must have a ticket to attend performances.

IV. FOOD AND ALCOHOL REGULATIONS

1. **FOOD SERVICE:** The Lawrence Arts Center provides concessions for all events within the Arts Center.

2. **ALCOHOL CONSUMPTION:** All events must receive permission from the Lawrence Arts Center in order to serve alcohol during a performance, reception or event. Notice must be given at least fifteen (15) business days before event.

3. **OTHER VENDING:** The Lawrence Arts Center retains exclusive rights concerning the sale of programs, novelties, souvenirs, merchandise, and advertising materials sold within the Arts Center. If the Lawrence Arts Center forfeits the right to User, the Lawrence Arts Center shall, at its discretion, collect a 20% commission on the sale price of each item sold. In this case, the

Lawrence Arts Center retains the right to control inventory of merchandise. User shall provide all merchandise at its own expense. User shall be responsible for all federal, state and local taxes involved with vending operations.

The Lawrence Arts Center will not supply labor for vending purposes unless prior arrangements are made with the Lawrence Arts Center management. User shall be liable to the Lawrence Arts Center for this commission without regard to User's contract with artist.

V. PERSONNEL AND EQUIPMENT

1. **ESTIMATED EXPENSES:** It shall be understood that while the Lawrence Arts Center representative may estimate for User the labor and equipment expenses prior to User's event, such estimates are not binding. Unanticipated event requirements or requests may cause a change in required staff or equipment.

2. **WARRANTIES:** Except as specifically provided, the Lawrence Arts Center does not expressly warrant the condition or availability of any equipment or trade fixtures used within the Center. The Lawrence Arts Center agrees to use its best efforts to replace or repair equipment in a timely manner, but makes no guarantees that such equipment will be available to User at all times during the residency. The Lawrence Arts Center stresses its desire to provide same in a repaired and usable condition. The Lawrence Arts Center will notify User as soon as any condition is known to the Lawrence Arts Center which may make a piece of equipment unavailable. It is understood that there are no implied warranties as to the condition of the Arts Center or Arts Center owned equipment for purposes arising under the User Agreement.

VI. GENERAL POLICIES:

1. **LAWRENCE ARTS CENTER FACILITY MANAGER:** The Lawrence Arts Center will furnish at each performance a Technical Director to supervise overall theater operation. The authority

of the Technical Director is absolute with regard to times of opening the foyers, lobbies, house, and start of program or length of intermission, safety of staff and audience, and protection of the facility. However, the Lawrence Arts Center Technical Director shall consult with the User's Stage Manager regarding any situation that may affect the opening of the auditorium or the start of performance.

2. **PERSONNEL:** User may, with the Lawrence Arts Center approval, provide qualified volunteers, acceptable to the Lawrence Arts Center management, to augment the Lawrence Arts Center staff. The Lawrence Arts Center shall have the right to supervise all front-of-house personnel, including any personnel provided by User. The Lawrence Arts Center may require User supplied personnel to attend training sessions and shall have sole authority to remove such personnel as deemed necessary at any time.

3. **PERFORMANCE TIME:** Lobby will be opened to audience one hour prior to scheduled performance time. The performance space will be opened one half hour prior to scheduled performance time, subject to Technical Director's approval. Every attempt will be made to begin the program promptly at the time printed on the tickets and advertising. User may designate an appropriate time for latecomer seating. Specific arrangements to the contrary must be agreed to in advance by the Lawrence Arts Center management.

4. **SECURITY:** All security arrangements deemed advisable by the Lawrence Arts Center that require more security services than are regularly maintained by the Lawrence Arts Center will be billed to the User. Firearms, knives, or weapons of any kind may not be carried, displayed or used by any person other than security personnel authorized by the Lawrence Arts Center. While reasonable security precautions are taken and every attempt will be made to keep User areas locked when not in use, the Lawrence Arts Center shall not be responsible for items left unattended within the Arts Center.

5. **DISRUPTIVE PERSONS:** The

Lawrence Arts Center reserves the right to remove from the Arts Center any person or persons who are causing a public disturbance or physical damage to the premises OR interfering with the normal operations of the Lawrence Arts Center, including any class, program, or event, OR interfering with or disrupting the work of an employee or agent of the Lawrence Arts Center, OR who are loitering. This includes, but is not limited to, patrons who do not adhere to standard theatre etiquette, who are disruptive in classes or other programs or events at the Lawrence Arts Center, and therefore interfering with the reasonable expectations of others as to the decorum, learning and working environment and atmosphere of the Lawrence Arts Center. Disruptive persons include intoxicated patrons, children who are inattentive and disruptive and, in addition, include other persons who are disruptive to instructors and other patrons in the Lawrence Arts Center classes, programs, or events. At the discretion of on-site facility management, local law enforcement may be contacted for assistance in removing person or persons who refuse to voluntarily leave the Lawrence Arts Center.

6. **PUBLIC AREAS:** User agrees to abide by the discretion of the House Manager concerning activities, dress, etc. of those persons acting on behalf of User in public areas.

7. **CONCURRENT USE:** The Lawrence Arts Center reserves the right to rent other parts of the Arts Center at the same time as the rental of said premises to the User. The use of lobbies, vestibules, hallways, dressing rooms, and other public rooms and facilities made available to User at the discretion of the Lawrence Arts Center may be concurrent with the use of others as the Lawrence Arts Center may determine, provided that such rental shall not unreasonably interfere with use of said premises by the User. User understands and acknowledges that it has no rights whatsoever to enter or use the areas in the Arts Center comprising offices, ticket offices, the mechanical rooms or any other than those designated in the User Agreement or otherwise specified in writing by the Lawrence Arts Center.

8. **STAFF RIGHT TO ENTRY:** User will afford the Lawrence Arts Center staff the right to enter any part of the Arts Center at any time in the performance of their normal job duties.

9. **OPEN REHEARSALS:** Any rehearsals at which more than twenty-five (25) non-production personnel are in attendance will be considered a performance and User agrees to pay all applicable fees. User shall advise the Lawrence Arts Center 14 days in advance of such performances in order that adequate staffing will be provided.

10. **SEATING ON STAGE:** User will not permit or cause to permit seating on the stage, stage wings or in the aisles.

11. **SMOKING:** User will not permit smoking by any of its agents, employees or guests within any area of the Arts Center.

12. **WASTE:** User agrees to remove all waste materials, production equipment, props and all other materials involved with its use of the facility. Such waste shall be removed immediately following said use. Arrangements to the contrary shall be approved by the Lawrence Arts Center Technical Director and an appropriate cost will be charged.

13. **LODGING FORBIDDEN:** User or any person or persons claiming to be acting for the User is prohibited from using the Center as a sleeping or lodging accommodation.

14. **ANIMALS:** User will not bring or keep or allow to be kept any animal in the Arts Center. Animals used in performance may be brought into the Arts Center only during actual rehearsal or performance. Arrangements to the contrary must be made in advance with the Lawrence Arts Center Technical Director.

15. **RECORDING:** Cameras and other recording devices are not permitted in the Lawrence Arts Center during events. Any exceptions must be approved by the Lawrence Arts Center Technical Director

HISTORY AND MISSION OF THE LAWRENCE ARTS CENTER

The Lawrence Arts Center was founded in 1975 as a public and private partnership between the city of Lawrence and citizens who believed that Lawrence should offer the best in arts programming. From its first years in Lawrence's Carnegie Library Building on 9th Street, the Arts Center has grown to include contemporary exhibitions, arts education, and performances for the community and the region. Under the leadership of founding director Ann Evans, the Lawrence Arts Center moved to its current location at 940 New Hampshire in 2002. Our 40,000 square foot building continues Lawrence's tradition of public and private support for the arts and embodies our mission of enriching individuals and the community by nurturing love for visual and performing arts for all.

VII. BASIC PROVISIONS

1. **USER ACCEPTS AS IS:** Neither the Lawrence Arts Center nor its agents, employees or contractors have made representations nor promises with respect to the Arts Center except as herein expressly set forth. The first possession of the rented premises by User shall be conclusive evidence, as against User, that User accepts same "as is" and that said premises and the building and all equipment within said building necessary for User's event were in good and satisfactory condition.

A. As part of the User Agreement, the Lawrence Arts Center will provide heat and air conditioning in compliance with the Federal energy guidelines, electrical power, water, sewerage, limited security services, stage lighting, sound, theatrical rigging equipment, and dressing rooms as may be available.

B. User may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization except as provided in the User Agreement. User may not utilize the rented space(s) for any other purpose other than that specified in the User agreement.

2. **PUBLIC SAFETY:** User shall neither encumber nor obstruct sidewalks on premises, the entrances to halls, stairs, lobbies or audience chambers within the premises, nor allow the same to be obstructed or encumbered in any manner. 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 on the premises or which is likely to constitute a hazard to property thereon. The Lawrence Arts Center shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises of the Arts Center, and the further right to require its immediate removal if found therein.

Stage areas pose unique dangers to anyone not familiar with the technical aspects of production. For this reason, patrons or other non-stage personnel are not allowed on the stage at any time.

3. **FREEDOM OF EXPRESSION:** In keeping with the Lawrence Arts Center's commitment to free expression of ideas, no policy regarding content of presentations shall be developed. The Lawrence Arts Center's management may, however, make decisions regarding the appropriateness of the type of activity that will be scheduled.

4. **INTERRUPTION OR TERMINATION OF SHOW:** The Lawrence Arts Center shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance, when, in the sole judgment of the Lawrence Arts Center, such act is necessary in the interest of public safety.

5. **EVACUATION OF FACILITY:** Should it become necessary, in the judgment of the Lawrence Arts Center staff, to evacuate the premises because of a bomb threat or for other reasons of public safety, User will retain possession of the premises, following restoration to normal conditions, for a sufficient time to complete presentation of the activity without additional rental charge providing such time does not interfere with another commitment for use of the facility.

Rental shall be forfeited, prorated, or adjusted at a rate mutually agreed to by the Lawrence Arts Center and the User if, at the discretion of the Lawrence Arts Center, it is not possible to complete presentation of the activity, based on the situation. The User hereby waives any claim for damages or compensation from the Lawrence Arts Center.

6. **BONDING/ADDITIONAL SECURITY GUARDS:** The Lawrence Arts Center, at its discretion, may require such additional bonding as is deemed necessary by it and may require additional security guards at its sole discretion, provided by the Lawrence Arts Center, to be charged to the User at the established rates for such personnel.

7. **DAMAGE/CLEAN-UP RESPONSIBILITY:** User shall be responsible for any and all damages to the Arts Center caused by acts of User or User's agents, employees, patrons, guests and artists whether accidental or otherwise. User

further agrees to leave the Arts Center premises in the same condition as existed on the date User took possession, ordinary wear and use excepted. Normal post-event cleanup (i.e. mopping floors, cleaning restrooms, etc.) is included in the base fee. Any additional charges incurred because of an unusual amount of post-event clean-up will be borne by User at a \$25/hourly rate.

Dressing rooms, hallways and back-stage hallways must be kept clean and free of User supplies and equipment at all times. The Lawrence Arts Center assumes no liability for loss or damage to User's possessions left in these areas. User will be charged a deposit of 50% of usage fee and may be charged at event closeout for additional cleaning required when unusual production conditions are anticipated or occur.

8. **USER:** At the time of execution of the User Agreement, User will furnish to the Lawrence Arts Center 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 Lawrence Arts Center staff, and be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedures. This representative will be fully authorized to act for and execute documents on behalf of User.

9. **PARKING:** There is a parking garage across the street, including ample parking for disabled patrons. Deliveries may be made in the alley behind the Center. All vehicles illegally parked in the alley will be towed at owner's expense.

10. **INSURANCE:** Insurance requirements, at the discretion of the Lawrence Arts Center Chief Executive Officer, for facility usage by User must include **MINIMUM LIMITS** of:

- \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability;
- \$1,000,000 each occurrence bodily injury liability;
- \$500,000 each occurrence property damage liability

User is required to name the City of Lawrence and the Lawrence Arts Center and their agents and employees as additional insured. A fully executed proof of insurance certificate must be received by the Lawrence Arts Center at time of signature of the contract.

11. Dates will be held for future events for a reasonable period to accommodate event planners needs as fully as possible, but Lawrence Arts Center Executive Director shall have full authority to determine the duration of the hold period on an individual event basis.

VIII. COMPLIANCE WITH LAWS AND LICENSING

1. **ADHERENCE TO LAWS.** No activities in violation of federal, state or local laws, ordinances, rules or regulations or the opinion of the Board of Health shall be permitted on the Lawrence Arts Center's premises. It shall be the responsibility of User, while under the terms and period of the User Agreement to enforce this provision.

2. **ACCESSIBILITY FOR PERSONS WITH DISABILITIES:** The Lawrence Arts Center complies with the requirements of the Americans with Disabilities Act and makes every reasonable effort to provide assistance to all disabled patrons. For specific information on available services or to discuss special accommodation requirements, contact the Lawrence Arts Center Technical Director. Listening assistance devices and accessible seating are provided.

3. **LICENSES AND FEES:** User shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by the User agreements. User shall assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used or incorporated in the event. User agrees to indemnify, defend and hold harmless the Lawrence Arts Center from any claims or costs, including legal fees, which might arise from the questioning of use of any such material described above. The Lawrence Arts Center may require evidence of such licenses being in effect, or may, at its discretion provide proper licenses at User's expense.

CONTACT US!

Lawrence Arts Center
940 New Hampshire Street
Lawrence, KS 66044

785.843.2787

For more information regarding availability and rates, please send a completed Rental Request form to Event and Development Coordinator, Lacey Hanson at [lacee@lawrenceartscenter.org](mailto:lacey@lawrenceartscenter.org)