

MARCH 10, 2009

CENTER FOR THE ARTS
University at Buffalo
State University of New York
USAGE POLICY

INTRODUCTION

This Usage Policy is part of the Rental Agreement (AGREEMENT) for the Center for the Arts of the State University of New York at Buffalo (hereinafter referred to as "CENTER"). If RENTER fails to abide by the rules and regulations of this Usage Policy, CENTER may immediately consider the AGREEMENT null and void and RENTER will forfeit all advance payments made to the CENTER and will be liable for all rental fees and other expenses including legal fees incurred. It shall be the responsibility of the RENTER to completely inform their agents and employees about these rules and regulations. For clarification of individual rules, call the CENTER Associate Director (716-645-6917 or fazekas@buffalo.edu). All RENTERS of the CENTER must comply with all pertinent laws, regulations and codes of: the United States, the State of New York, Erie County, and the Town of Amherst.

The aforementioned AGREEMENT and this Usage Policy are the only Agreements between the parties relative to the use of the Center for the Arts and no oral statements or prior written matter shall have any force or effect.

The Center for the Arts public spaces are managed by the State University of New York at Buffalo (hereinafter referred to as "UB"), and obligations rendered to the CENTER in this AGREEMENT must be rendered to UB.

CENTER FOR THE ARTS CONTACTS:

Venue Scheduling and Contracts Sandra Fazekas, Associate Director 716-645-6917 [fazekas@buffalo.edu]
Technical Theater Operations.....Katie Menke, Production Director 716-645-2654 [kemenke2@buffalo.edu]
Payments and Invoices..... Pamela Garvey, Finance Director 716-645-6255 [plgarvey@buffalo.edu]
Audience ServicesKatherine Trapanovski, Director of Events and Outreach 716-645-0891 [ktrap@buffalo.edu]
Ticket Sales.....Joel Thompson, Director of Ticket Services 716-645-6772 [jjpt@buffalo.edu]
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[Return signed Acknowledgement Page with signed AGREEMENT]

Section I: BASIC PROVISIONS

1. STAFFING

CENTER Administration shall have final authority to determine the staffing necessary for an event. RENTER will be charged for all such labor aside from those included in basic rent.

2. SPACE ASSIGNMENT

During the dates and times specified in this AGREEMENT, the CENTER reserves the right to make available other public areas of the CENTER, including but not limited to lobby, vestibules, hallways, box office, lounges, for concurrent use by another RENTER, provided that such use will not unreasonably interfere with the use covered by this AGREEMENT.

Space assignments may not be given, traded, sold or otherwise assigned from one RENTER to another. A cancelled date reverts to the CENTER and becomes subject to general scheduling.

The CENTER will provide heat and air conditioning in compliance with Federal and UB energy guidelines, electrical power, water, and standard cleaning as defined by the UB cleaning contract.

No CENTER space shall be utilized by RENTER other than that expressly assigned in the AGREEMENT without authorization of CENTER Administration.

RENTER accepts all equipment and/or physical limitations of the HALL and CENTER shall not be required to provide any equipment not specified as being part of its regular inventory.

3. TIME

Time granted in the AGREEMENT shall not be extended for the use of the premises or installation/removal of equipment without the written permission of CENTER Administration -- additional fees may apply. ALL TIME/DATE ADJUSTMENTS (including curtain time) must be made in writing by RENTER and approved by CENTER a minimum of four (4) weeks prior to first day of use under the AGREEMENT.

4. DELIVERY OF GOODS

Any materials belonging to the RENTER delivered prior to contracted time will not be accepted by the CENTER without prior written AGREEMENT. CENTER makes no guarantee that space will be available to receive materials arriving early. CENTER will not accept any goods shipped for the RENTER if a sum is to be paid the carrier upon delivery.

5. INSURANCE

A. PUBLIC LIABILITY:

All non-UB RENTERS must present proof of appropriate liability insurance coverage to the CENTER Business Manager no later than 30 days prior to first use specified in this AGREEMENT, in which the State University of New York and the University at Buffalo Foundation, Inc. are named as additional co-insured in the amount of Two Million dollars (\$2,000,000.00), covering: injury to persons, including those resulting in death, and property damage, including damage to the CENTER, for all dates and times specified in this AGREEMENT. The CENTER shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the operation of the facility as distinguished from the presentation of the event and the RENTER shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the presentation of the event as distinguished from operation of the facility.

B. INDEMNITY:

Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, The State University of New York (SUNY) shall hold RENTER harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment.

C. DAMAGE PAYMENTS:

RENTER will leave the CENTER premises in the same condition as existed prior to RENTER's event, ordinary wear and use excepted. Charges for repair of damage caused by any person under RENTER's supervision or extraordinary post-event cleanup will be included in the final invoice to RENTER. Pre and post-event inspection of premises may be arranged.

CENTER will not be responsible for any damage or loss to RENTER's property, or that of RENTER's agents, employees, etc., no matter what the cause of such damage or loss.

6. INDEPENDENT PARTIES

It is expressly understood that, except for the contractual obligations set forth herein, the CENTER does not accept any responsibility for the supervision, direction, or control of services of RENTER's employees and/or agents in the execution of the AGREEMENT. It is understood that the RENTER signs the AGREEMENT in the capacity of an independent contractor and not as an employee or agent of CENTER and RENTER agrees to assume all liabilities normally accruing thereto.

7. RENTER REPRESENTATIVE

At the time of execution of the AGREEMENT, RENTER will furnish to the CENTER the name, address, and phone numbers of the RENTER's representative. This representative will be the sole person authorized to make decisions, resolve problems and conflicts, or to negotiate any alterations in event procedure with the staff of the CENTER. CENTER Administration shall receive immediate written notification of change in representation by RENTER.

8. COMPLIANCE WITH LAWS AND LICENSING

- A. 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 CENTER premises, and it shall be the responsibility of the RENTER, while under the terms and duration of this AGREEMENT, to enforce this provision.
- B. RENTER must obtain and pay the fee for all licenses, royalties, union dues and permits necessary to conduct operations specified by the AGREEMENT, including all costs arising from the use of patented, trademarked, and franchised or copyrighted music, materials, devices, processes or dramatic rights used or incorporated in the event. RENTER agrees to indemnify, defend and hold harmless the CENTER and UB from any claims or costs, including legal fees, which might arise from the use of any such material described above. The CENTER may require evidence of such licenses being in effect.
- C. All equipment and materials used by the RENTER must conform to existing fire and safety codes. The CENTER may require written evidence that all such codes have been observed and that operators are licensed.

9. CONTRACT REVIEW

CENTER Administration reserves the right to review all contracts related to the presentation of an event, including contracts between RENTER and performers, speakers, subcontractors, managers and others. CENTER Administration may require changes to these documents to ensure compliance with CENTER policies. The use of external security agencies is prohibited.

10. SAFETY

- A. RENTER shall not obstruct the sidewalk in front of or the entrance to the premises, halls, stairs, lobbies, and audience chambers, nor allow the same to be obstructed in any manner. RENTER further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger any person on the premises or which is likely to constitute a hazard to property thereon, and CENTER shall have the right to require immediate removal of such items.
- B. Patrons or other non-stage personnel are prohibited from being on stage or in the wings at all times unless approved in advance by CENTER Administration.
- C. RENTER must adhere to all UB and New York State safety policies and generally accepted standards applying to health, life, and fire safety. Questions may be directed to the UB Office of Environmental Health & Safety and/or University Police.

11. CANCELLATION

- A. If an event must be cancelled after it is publicly announced, RENTER will immediately notify CENTER Administration in writing. RENTER is responsible for publicizing the cancellation through the normal publicity channels. RENTER may also be required to furnish a representative at least one hour prior to the cancelled event's start time to meet uniformed patrons, or CENTER will provide representative at RENTER's expense.
- B. UB and/or the CENTER shall have the sole right to determine in good faith whether conditions of inclement weather or emergency circumstances warrant cancellation of an event.
- C. The parties shall be excused from further performance under this AGREEMENT upon the occurrence of one or more of the events listed below; provided however, that RENTER shall be responsible for expenses incurred by the CENTER as a result of this AGREEMENT.
 - 1) Destruction of the HALL or equipment required for event, including any physical damage which, in the sole opinion of the CENTER, renders use of such space or equipment unsafe or impractical.
 - 2) Any act or regulation of public or governmental authority which, in the sole opinion of the CENTER, renders performance under this AGREEMENT impossible or impractical.
 - 3) Any labor difficulties, civil tumult, strike, epidemic, or other cause, beyond the control of the parties, which, in the sole opinion of the CENTER, renders performance under this AGREEMENT impossible or impractical.

12. INTERRUPTION OR TERMINATION OF EVENT

The CENTER shall retain the right to cause the interruption of any event in the interest of public safety, and to likewise cause the termination of such event when, in the sole judgment of the CENTER, such act is necessary in the interest of public safety.

13. PARKING

Parking is not permitted in the "Service Area", "Loading Dock", or service roads unless arrangements are made in advance with CENTER. All vehicles parked on campus before 3:00 PM weekdays must display a registered University hang tag or guest hang tag, or park in one of the "paid lots" or at a meter. Access to service lots is by appointment for loading and unloading only.

14. TENTS

Tents placed on UB property will comply with the Fire Codes of New York State (19NYCRR) as well as National Fire Protection Association (NFPA) Standard 102. UB must approve all tents and their location in advance. Open flame or flammable/combustible materials shall not be permitted inside or within 20 feet from the tent regardless of weather. Tents may not be placed within 10 feet of buildings.

SECTION II: FINANCIAL

1. PAYMENT DEADLINES

- A) An advance deposit, as specified in the AGREEMENT is required to confirm reservations. Non-profit organizations shall submit to the CENTER proof of non-profit status upon return of signed AGREEMENT.
- B) The CENTER reserves the right to cancel the AGREEMENT if the timing of payments is not in accordance with the terms set forth in the AGREEMENT, and RENTER waives the right to receive refund of previously paid deposits.
- C) The CENTER will provide a box office report and final expense report to the RENTER within ten (10) working days following the last day of use under this AGREEMENT. Payment of ticket revenues (if any) in excess of expenses will be made within twenty (20) working days following the last day of use under this AGREEMENT. Reimbursement to CENTER of expenses in excess of ticket revenues (if any) will be due within twenty (20) working days following the last day of use under this AGREEMENT. Checks should be made payable to: "University at Buffalo" and mailed to: Room 103 Center for the Arts, University at Buffalo, Buffalo, New York 14260-6000. Advance draws against box office receipts are not permitted.
- D) When final payment is not received as prescribed in the AGREEMENT, a late payment service charge on the unpaid balance at 1-1/2% per month will be added to the bill.

2. MERCANDISE SALES

For the privilege of the sale of merchandise, CENTER will receive 20% of net sales (after deducting taxes) collected in cash at the end of the event. If CENTER is required to provide sales personnel, then the percentage of net sales to be remitted to the CENTER will increase to 30%. CENTER will collect Sales Tax unless other arrangements are made prior to the engagement and AGENT/ARTIST(S) confirms such arrangements in writing to UB.

3. CANCELLATION

Should RENTER desire to cancel this AGREEMENT and if notification is given in writing to the CENTER at least sixty (60) days prior to the date of scheduled event, the CENTER shall retain the advance deposit as liquidated damages, plus any additional expenses incurred, and the RENTER and the CENTER shall be relieved of any further obligations under this AGREEMENT. RENTER is responsible for full rental fee and CENTER expenses if cancellation is within sixty (60) days of scheduled event. In the event the RENTER fails to appear, perform, and/or present, or defaults in the performance of the provisions of their contract for reasons other than those allowable by contract and riders, the CENTER shall be entitled to all payments due as if the contract had been fulfilled.

4. BOX OFFICE/TICKET SALES

Refunding of ticket income due to event cancellation or another problem, will be handled according to a plan pre-approved by CENTER Administration. The CENTER shall only reimburse the amount due to ticket holders whose tickets were purchased at the CENTER Box Office, and then only to the extent that CENTER is holding ticket proceeds in excess of the amounts owed the CENTER by the RENTER.

In cases where RENTER wishes to settle on the night of performance, a contingency fund of 10% of total estimated charge will be held from receipts (or required in advance if Box Office income is insufficient) to allow for variations between estimated and actual invoice.

Section II: TECHNICAL (STAGE) SERVICES

1. STAGE PERSONNEL

A CENTER Production Manager must be present for any and all use of the stage. All stage personnel will be provided by the CENTER and their number and scheduling is determined by the CENTER Production Director based on the technical requirements of the event. ONLY authorized personnel are allowed to operate theater equipment.

A safe environment shall be maintained at all times within the CENTER's environs, including performance spaces, rehearsal spaces, shop and other work spaces. The authority of the CENTER's Production Manager is absolute with regard to control and enforcement of safe theatrical safety standards and practices for any event.

2. SOUND/LIGHTING CONTROL

CENTER Production Director must approve sound and lighting control board operator(s) and CENTER staff must be present to oversee operation. CENTER Administration reserves the right to control the final equalization and volume of sound for any event.

3. UNIONS:

CENTER staff (including all production personnel) are represented by United University Professions (UUP). The CENTER is not an IATSE facility. No other union contracts may take precedence over UUP, CSEA, and Council 82 on campus.

4. RECORDING

RENTER agrees that no recording, either visual or audio, of any kind will be made of the event without prior written approval from CENTER and the express written consent of any ARTIST(S) involved. All costs for such reproduction will be borne by RENTER; all time necessary for the installation, operation, and removal of equipment for recording will be accommodated within the time allocated by the AGREEMENT and meet with the approval of the CENTER Production Director. CENTER shall be compensated and/or acknowledged in a mutually agreed upon fashion.

5. SET-UP AND STRIKE

All set-up and strike time must be scheduled and made part of the AGREEMENT. If allotted time is exceeded, RENTER will be charged for any additional time not included in basic rent. RENTER's materials are to be removed immediately following the conclusion of the event, and all areas used shall be returned to pre-event condition. If RENTER fails to remove the referenced materials immediately following the event, RENTER will be charged for the cost of removal and CENTER will not be held liable for any damage to property so removed. The CENTER Production Director is solely authorized to determine whether a strike meets the requirements as stated.

6. STAGE AND EQUIPMENT

All tape used on the stage surface must be approved for use by the CENTER Production Director. No nails, tacks, stage screws or similar articles to be driven or placed in any part of the premises without prior approval by the CENTER Production Director. Spike marks must be ribbon, not tape. All rigging will follow accepted theater practices. No rigging or stage equipment shall be used or changed without the prior knowledge and approval of the CENTER Production Director. No painting is allowed on stage at any time. The movement of the fire curtain shall not be blocked in any way by scenery or stage materials/scenery/lighting. All stage equipment used in connection with any event, other than that provided by the CENTER, shall be approved by the CENTER Production Director, and shall be paid for by the RENTER. CENTER equipment will not be loaned or rented outside the building.

7. ALCOHOL, CONTROLLED SUBSTANCES AND SMOKING

Service of all alcoholic beverages requires University approval. Local, State, and Federal Law prohibit the unlawful possession and/or distribution of controlled substances, stimulants, hallucinogenic substances, and marijuana. Individuals found in violation are subject to immediate removal from CENTER premises and arrest by University Police. Smoking is prohibited in the CENTER. Smoking on stage is allowed only when specified in the script and with prior approval by CENTER Production Director.

UB's smoke-free policy, effective Aug. 1, 2009, prohibits smoking in buildings and on the grounds -- including green spaces -- on the university's three campuses. The University at Buffalo is committed to providing a healthy, comfortable and safe environment for its students, faculty and staff.

8. KEYBOARD USE AND TUNING SERVICE

Use of CENTER piano(s) must be requested a minimum of two (2) weeks in advance and usage fee will be added to final invoice. If a standby tuner is required, RENTER will be charged an hourly rate. RENTER is responsible for damage to piano(s). Specifically prohibited are: attaching or fastening anything to pianos, removing lids from pianos, 'preparing' pianos or manipulation of any interior parts of the piano, striking any part of the piano, etc.

9. SEATING ON STAGE OR AISLES

RENTER will not permit or cause to permit audience seating on the stage, orchestra pit, stage wings or in the aisles.

Section III: HOUSE (AUDIENCE) SERVICES

1. HOUSE MANAGER

CENTER will furnish at each event a House Manager to supervise the overall facility and event operation. The authority of the CENTER House Manager is absolute with regard to times of opening the Atrium lobby, opening the House, start of the program, length of intermission, safety of staff and audience and protection of the facility. The CENTER House Manager shall act with the authority of the CENTER Administration in supervision of any front-of-house personnel supplied by the RENTER. The CENTER House Manager will be on duty one hour before curtain and will remain on duty until the house is clear.

2. PATRON SERVICES STAFF

The CENTER reserves the right to engage and supervise, through its House Manager, the services of all ushers, ticket-takers, and any other personnel deemed fitting and necessary (their number, appearance, training, etc.).

3. CURTAIN TIME/STARTING TIME

All events will start on time and may be delayed only in the event of unusual technical difficulties or extreme weather conditions. The HALL will be opened to audience one-half hour prior to scheduled performance time. Under no circumstances will a performance begin or the intermission end without the express verbal permission of the House Manager.

4. SECURITY

All security arrangements deemed advisable by the CENTER and University Police will be made by CENTER and will be charged to the RENTER. RENTER shall provide to the CENTER House Manager a list of names of personnel to be admitted to non-public spaces. Only those persons on the list will be admitted. University Police are the exclusive source for providing security at all events on the properties owned and operated by the University at Buffalo. The use of external security agencies is prohibited.

6. CONCESSIONS/MERCHANDISE SALES

A. CENTER has sole and exclusive authority to sell refreshments at any event in the CENTER. CENTER shall have the right to sell its own merchandise at any performance. No free samples of food, beverage or any product may be given away or otherwise distributed by RENTER or agent thereof without prior written approval of CENTER Administration.

B. Prior approval from CENTER for lobby or atrium merchandise sales must be obtained by the RENTER in advance of an event. RENTER wishing to sell items such as recordings, souvenir programs, posters, etc., at the event must possess and display a valid Certification of Authority to collect New York State sales tax. RENTER not possessing a valid Certificate of Authority must make arrangements to have their items sold by an authorized CENTER representative who will collect the required sales tax, in addition to the CENTER commission (See: SECTION I "Financial" for information on fees.). Sales must be conducted in approved areas, and in no case shall be conducted in seating areas or outside of buildings, and will be conducted without hawking. CENTER Administration reserves the right to prohibit the sale or display of items. A CENTER employee will inventory merchandise prior to and following sales. Vendors must arrive no later than two hours prior to the scheduled start time of event.

7. DISPLAYS

Displays may be located in the lobbies and atrium only with advance approval of CENTER Administration. Any unauthorized displays or postings will be removed. Placement of exhibits in front of main entrance doors of the CENTER (outdoor plaza) is in violation of Sec. 1011.3 of the Fire Codes of NYS (19NYCRR). Any damages to facility caused by either the posting or removal of displays, whether authorized or not, will be charged to the RENTER. Nothing may be attached to wall surfaces. Helium balloons are not permitted in the CENTER.

8. CATERED EVENTS

RENTER may select from a list of authorized caterers contracted to provide food and beverage service in the Center for the Arts. A current listing of those caterers is available on our web site: www.ubcfa.org. Caterers not included on the authorized list are not permitted. Serving of all alcoholic beverages requires UB approval a minimum of one month in advance of event.

9. SOLICITATION

No collections, donations or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the CENTER premises without first obtaining written permission of CENTER Administration.

10. POLITICAL FUNDRAISING

No political fundraising tickets may be sold, purchased or transferred on campus, inside or outside of buildings. Similarly, no money or checks may be paid or collected on campus for such purposes.

11. ANIMALS

Animals are not allowed in the CENTER except for those animals assisting in the normal daily activity of individuals (e.g. seeing eye dogs). Animals used in performance may be brought into the CENTER, with advance approval from CENTER Administration, only during actual rehearsal or performance.

12. SEATING CAPACITIES/OVERFLOW SEATING/STANDING ROOM

All rooms have a certain maximum occupancy rating established by fire safety law. Certain venues will vary in capacity (e.g. the Black Box theatres), while other capacities will vary only occasionally due to special equipment or staging requirements. Standing room or placement of portable seating in cross-over aisles (other than wheelchairs) is not permitted by fire safety and ADA law.

13. LATE SEATING

Late seating arrangements will be made separately for each performance, and will be mutually agreed upon by the RENTER and the CENTER House Manager based on their estimate of the least disruptive time to open the doors and allow people into the hall.

14. CHILDREN (INFANTS)

We encourage parents to prepare their children for the live theater experience by explaining basic audience etiquette to them. Parents of children talking, crying or moving around in a manner that is distracting to other patrons may be asked to move with their children to another location or to leave the theatre. Children under the age of 12 must be accompanied by an adult.

15. OBJECTIONABLE PATRONS

The CENTER House Manager reserves the right to have objectionable patrons removed from the premises. The CENTER shall not be held liable in any way for any damages that might be incurred through the exercise of this right.

16. SMOKING

Smoking is prohibited in the CENTER. UB's smoke-free policy, effective Aug. 1, 2009, prohibits smoking in buildings and on the grounds -- including green spaces -- on the university's three campuses. The University at Buffalo is committed to providing a healthy, comfortable and safe environment for its students, faculty and staff.

17. FOOD AND BEVERAGES

Food and beverages are prohibited in all theatres with the following exceptions:

- Food or beverage consumed on stage as called for in the script
- In specifically designated areas as part of a reception or meal approved by CENTER Administration.

18. LOST AND FOUND

Any items found in the facility will be held in the CENTER Administrative Office (Room 103), and can be recovered with appropriate identification (if necessary). The CENTER will make reasonable effort to locate the owner of the goods. The CENTER assumes no responsibility for damages caused by the loss of the item(s). Items of value not claimed within five days will sent to University Police.

19. CAMERAS, AUDIO, VIDEO EQUIPMENT

The private use of cameras, with or without flash, and the private use of tape recorders by patrons is at the discretion of RENTER and artist management. RENTER shall inform CENTER House Manager in advance as to restrictions. The use of cameras, audio, and/or video equipment by members of the press requires advance permission of the RENTER, artist(s) and the CENTER Administration. CENTER Box Office Manager will issue press or recording passes, which must be worn by the personnel using the equipment. Placement of audio and video equipment, and the locations from which pictures may be taken, shall meet the approval of the CENTER House Manager.

20. PAGING

Paging a member of the audience will be permitted only in the case of an emergency, and only before curtain, during an intermission, or after final curtain. An usher can notify a member of the audience of an emergency situation if the individual's seat number is known.

21. EMERGENCY MEDICAL TREATMENT

All expenses for ambulance service or emergency room charges at a hospital will be the responsibility of the person so treated.

22. SIGN LANGUAGE INTERPRETER

By ADA law, a sign language interpreter must be made available if requested in advance by a deaf patron. Under this circumstance, CENTER will assist RENTER in obtaining service. RENTER will be responsible for the costs of the interpreter.

Section IV: PUBLICITY/PROMOTION

1. HOUSE PROGRAM/PLAYBILL

- A. CENTER reserves the right to distribute to audiences, announcements and literature concerning future attractions to be held at CENTER venues, whether or not such attractions are under the auspices of the RENTER.
- B. RENTER must have prior approval of CENTER Administration for in-house distribution of all slingers, pamphlets, posters, or any other type of advertisement or promotional material.
- C. (1) The CENTER shall have the sole and exclusive right to publish the PLAYBILL for events contemplated under this AGREEMENT, including but not limited to exclusive control over the layout, editorial content, distribution and sale of advertising for the PLAYBILL. RENTER will furnish CENTER Marketing Director with program information by the date specified in the AGREEMENT.
- (2) At the discretion of CENTER Administration, RENTERS who do not have long-term AGREEMENTs or frequent use status may be permitted to publish and distribute a PLAYBILL along with the CENTER PLAYBILL for one event within a 12-month period (January to December). Advertising is permitted in this instance; however, the entire PLAYBILL contents must be submitted for review and approval by the CENTER Public Relations & Marketing Director prior to publication by the date specified in the AGREEMENT. A CENTER information page (see attached sample) must be included in RENTER's PLAYBILL. Sufficient quantities of such PLAYBILL must be delivered to the CENTER House Manager a minimum of two (2) hours prior to the event.
- (3) Subsequent events held in the CENTER within the same 12-month period requiring a PLAYBILL by the same RENTER must be included in the CENTER PLAYBILL without advertising by the RENTER according to SECTION IV, ITEM 1C(1) above.

2. PROMOTION/PUBLICITY

- A. RENTER shall not advertise or cause to be advertised, nor shall it publicly disclose that it shall present a performance or event or conduct any activity at the CENTER, until this AGREEMENT is executed by all parties according to the terms set forth and a deposit has been received by CENTER.
- B. RENTER is responsible for promoting the event/performance. CENTER reserves the right to review and approve or reject advertising copy prior to publication. RENTER agrees to promote the event and to make every effort to secure the largest possible audience. Promotion/publicity shall not discriminate against or segregate patrons because of race, color, creed, religion or national origin.
- C. Unless event is officially (co-)sponsored by the CENTER or UB, RENTER shall not publicize event in any manner which may lead to the perception that the event is being presented or (co-)sponsored by the CENTER or UB. RENTER is prohibited from using the UB or CENTER logo in any manner and on any printed material without the expressed written consent of UB or the CENTER respectively.
- D. RENTER may use the name of the facility and UB solely in connection with the event for informative purposes and to identify the location of the event/performance. The building shall be identified as "Center for the Arts" and the campus as "University at Buffalo."
- E. RENTER shall provide CENTER Administration with the name of the person chiefly responsible for publicizing the event and a telephone number at which that person can be reached during regular business hours.
- F. All advertising copy must include the following information:
Date of event
UB Center for the Arts, Amherst Campus
Tickets: Center Box Office (Mon.-Fri. 10am-6pm) & ticketmaster.com
CHARGE 1-800-745-3000 INFO: 645-ARTS www.ubcfa.org

PLEASE NOTE THAT "**645-ARTS**" IS EXCLUSIVELY AN **INFORMATION LINE**. TICKETS CANNOT BE PURCHASED AND RESERVATIONS CANNOT BE MADE BY CALLING THIS PHONE NUMBER. NO EXCEPTIONS WILL BE MADE REGARDING THE USE OF THIS PHONE LINE. **All phone sales calls will be directed to Ticketmaster at 1-800-745-3000.**

Radio copy must read: *Tickets call 1-800-745-3000! That's 1-800-745-3000!*

TV copy must read: *Date of event, UB Center for the Arts, 1-800-745-3000*

ALL PRINT COPY MUST BE FAXED FOR APPROVAL TO CENTER MARKETING DEPARTMENT PRIOR TO PRINTING!
Fax (716)645-6929. PRINT ADVERTISING, DISCOUNT VOUCHERS OR COUPONS, POSTERS, FLYERS NOT APPROVED WILL NOT BE HONORED AT THE CENTER BOX OFFICE.

Section V: TICKETS AND BOX OFFICE

1. BOX OFFICE

RENTER is required to utilize the CENTER Box Office and its ticketing service and will be assessed a fee as specified in the AGREEMENT. CENTER Box Office will maintain regular weekly business hours. On performance days the CENTER Box Office will open one hour prior to curtain and remain open until first intermission. Entry to the CENTER Box Office suite is restricted to authorized personnel.

2. TICKETS

Tickets must be used for all events to ensure that maximum capacity of HALL is not exceeded. For events with no admission charge, RENTER will be responsible for the cost of CENTER Box Office printing a specified quantity of numbered tickets for distribution at the door. RENTER shall provide in writing to CENTER Box Office Manager all applicable information regarding ticket pricing and discounts a minimum of seven (7) days prior to the first date tickets are made available for sale. A copy of any discount coupon(s) shall be included with this information. RENTER shall provide a short and accurate description of the performance containing: name of event, curtain time, short synopsis, information on artist(s), when intermission occurs and approximate length, total length of performance, any seating restrictions (e.g. blocked view), VIP seating reservations, and whatever a patron might typically wish to know about the event.

3. TICKET CONSIGNMENT

No ticket(s) shall be distributed from the CENTER Box Office without receipt of the full value of the ticket(s) at the time of distribution.

4. HOUSE SEATS

For every performance CENTER is entitled to receive complimentary tickets for use as "house seats" in location(s) determined by CENTER. The number of house seats set aside shall be: 25 in the Mainstage; 10 in the Drama Theatre; 6 in the Screening Room, Black Box, and Rehearsal Workshop. Seats noted above cannot be released or sold without the express permission of CENTER. The primary purpose of house seats is to rectify reservation errors and seating problems; at the discretion of the CENTER, they may also be issued to VIPs and special guests. CENTER will use discretion in distribution and/or sale of complimentary and house seats and will account to RENTER for their use. A portion of unused tickets will be returned to the Box Office for sale not later than two hours before the start of event. A pre-determined number of house seats will be retained by the House Manager as "trouble seats."

5. AUDITS

Event audit will be taken during event immediately after closing the CENTER Box Office. RENTER Representative may observe audit if desired. If RENTER Representative is not present, RENTER agrees to accept Box Office event audit as presented by CENTER. Event audits will be based on CENTER computerized ticketing system report.

All receipts at CENTER Box Office will be immediately deposited in the CENTER Box Office account. Advance withdrawals by RENTER will be allowed only when written permission is granted by CENTER, and only after receipts have accumulated sufficiently to cover anticipated rental and/or additional billings.

7. PHONE TICKET ORDERS

Ticket orders may be placed over the phone (716-852-5000), and a service charge will be added to the price of each ticket.

8. CREDIT CARDS

The CENTER Box Office accepts the following credit cards: VISA or Master Card. The Box Office complies with all state and federal laws regarding the confiscation of stolen, lost or canceled credit cards. RENTER shall bear the service charge costs for tickets for the RENTER's attraction, at whatever rate is currently charged by the credit card company, and shall bear responsibility for any charges which are uncollected.

9. PERSONAL CHECKS

The CENTER Box Office does not accept personal checks.

10. CANADIAN MONETARY EXCHANGE

Canadian currency can be used to purchase tickets -- the currency is discounted at the current exchange rate. We suggest that Canadian customers pay for tickets by credit card for the most favorable exchange rate.

11. REFUND OF TICKET REVENUE

CENTER retains the right to make determination regarding ticket refunds. This shall include, but not be limited to, seats blocked by equipment when an exchange for comparable or better location is not possible; failure of projection equipment; failure of an event to start within reasonable time of schedule provided by RENTER. Refunds should be given where the tickets in question were purchased. If there is any question whether ticket was discounted, the Box Office will make the determination concerning the amount to be refunded.

PATRON INFORMATION

PURCHASING TICKETS

- **In Person:** "15-minute" parking spaces are marked and available on Coventry Loop in front of the Center. Cash and select credit cards are accepted.
- **TicketMaster:** Tickets are available at all Ticket Master locations and Kaufmann's stores throughout the area, charge by phone *1-800-745-3000*, or purchase online at www.ticketmaster.com. The Center for the Arts maintains a no refund policy.
- **Will Call:** The Box Office opens one hour before performances. Proper identification (including credit card) is required for all prepaid tickets.
- **Group Sales:** Group sale discounts are available for most performances; group sales are arranged through the Marketing Department 645-6771.
- **Discounts/Coupons:** Discounts may be available for some performances. Please direct your inquiries to the Box Office for specific performances.

LATE ARRIVALS

Late arrivals will not be seated until a suitable break in the performance, or at the discretion of the ushers, and may not be seated in their exact seating locations until intermission.

PARKING

Free after 3 p.m. and on weekends. Patrons arriving before 3 p.m. on weekdays are advised to use metered parking. Parking is available in Slee, Baird, Jacobs, and Special Event Lots. Overflow parking is also available behind Alumni Arena.

ACCESSIBILITY

The Center for the Arts is accessible to people using wheelchairs or with restricted mobility. Ample wheelchair seating locations are available. Tickets for wheelchair seating locations must be requested at the time of the ticket purchase. Upon arrival, the ushers will direct you to the appropriate area. It is suggested that you arrive at the Center at least one-half hour prior to curtain time. The front entrance to the Center is equipped with power doors for easy accessibility. Assistive listening devices are available free to audience members. These devices can be checked out at the coat check before the performances. Parking for persons with disabilities is available at various locations, including Slee and Baird lots and spaces adjacent to Slee Hall.

EMERGENCIES

In case of emergency, contact the House Manager or nearest usher. In the event of a fire or other emergency, follow house staff directions and walk to the nearest exit as instructed.

RULES/RESTRICTIONS

All cameras and recording devices are prohibited. Please check cellular phones and pagers at the coat check stand and leave your seat location with the attendant. We will deliver a message to you if necessary. Out of respect to the performers and audience members, please do not allow these devices to sound off. Please also turn off wristwatch alarms.

CONVENIENCES

Smoking: UB's smoke-free policy, effective Aug. 1, 2009, prohibits smoking in buildings and on the grounds -- including green spaces -- on the university's three campuses. The University at Buffalo is committed to providing a healthy, comfortable and safe environment for its students, faculty and staff.

Food and Beverages: Refreshments are available in the Atrium before and during intermission for most performances. Food and beverages are not allowed in the theaters proper. Drinking fountains are available in the Atrium. Vending machines can be found in the lower level.

Coat Check: Coat check service is available on the first floor in the Atrium for most performances. This is a free service, but donations are greatly appreciated to help us support our volunteer program.

Public Telephones: Public telephones are located on the first floor near the entrance.

Lost and Found: Items found in the Center will be held at the coat check during performances and the Center Administrative Offices (Room 103) during the day. Items can be recovered with appropriate identification (if necessary). The Center assumes no responsibility for damage caused by the loss of the item. Valuable items not claimed within five days will be turned over to University Police; remaining items will be given to charity.

Rest Rooms: Rest rooms are located in the Atrium (lobby) and on either side of the stairs on the lower level. Restrooms are wheelchair accessible.

CHILDREN (INFANTS): We encourage parents to prepare their children for the live theater experience by explaining basic audience etiquette to them. Parents of children talking, crying or moving around in a manner that is distracting to other patrons may be asked to move with their children to another location or to leave the theatre. Children under the age of 12 must be accompanied by an adult. Parents should exercise their discretion in deciding what events their children will enjoy (or call our Box Office for program suggestions). Please remember, regardless of age, everyone attending an event must have a ticket.

Theaters: Performance spaces within the Center include: Mainstage (1748 seats); Drama Theatre (388 seats); Screening Room (210 seats); Black Box and Rehearsal Workshop (150 seats each).

PHONE NUMBERS

(716)645-ARTS Box Office and 24-hr. information; (716)645-6973 Fax; (716)645-6259 Center Administration; (716)645-6912 University Gallery

CENTER FOR THE ARTS
University at Buffalo
USAGE POLICY ACKNOWLEDGEMENT

PLEASE SIGN AND RETURN THIS PAGE ALONG WITH THE SIGNED RENTAL AGREEMENT

[REMOVE this page from the Usage Policy and return it with the signed Rental AGREEMENT.
RETAIN the rest of the Usage Policy for your reference.]

RENTER ACKNOWLEDGES RECEIPT AND REVIEW OF THE CENTER FOR THE ARTS USAGE POLICY

RENTER: _____
(organization)

BY: _____
(name, please print)

SIGNATURE: _____

TITLE: _____ DATE: _____

RENTER's representative:

This representative will be the sole person authorized to make decisions, resolve problems and conflicts, or to negotiate any alterations in event procedure with the staff of the CENTER.

NAME: _____
(please print)

PHONE: _____ FAX: _____

E-MAIL: _____

Person chiefly responsible for marketing/publicizing event for RENTER:

NAME: _____
(please print)

PHONE: _____ FAX: _____

E-MAIL: _____

RETURN TO: Associate Director
103 Center for the Arts
University at Buffalo
Buffalo, NY 14260-6000