

# ***University of Florida Performing Arts***

## ***Operations – Policies and Procedures Manual – Facility Rental***

### ***Curtis M. Phillips, M.D. Center for the Performing Arts***

#### **1. Overview**

##### **A. Document Purpose**

This manual outlines the policies applying to rental and use of the Curtis M. Phillips, M.D. Center for the Performing Arts. The policies outlined are binding on renters' use of the facility.

##### **B. University of Florida Performing Arts and Staff**

University of Florida Performing Arts (UFPA) provides performing arts programming and manages facilities for rental by performing arts producers and presenters.

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P.O. Box 112750      fax: (352) 392-3775  
Gainesville FL 32611-2750      web: [www.performingarts.ufl.edu](http://www.performingarts.ufl.edu)

Key staff for UFPA (352-392-1900, unless noted) are listed below.

Director      Brian Jose, 273-2471, [bjose@performingarts.ufl.edu](mailto:bjose@performingarts.ufl.edu)  
Assistant Director      Elizabeth Auer, 273-2470, [eauer@performingarts.ufl.edu](mailto:eauer@performingarts.ufl.edu)  
Operations Director      Matthew Cox, 273-2474, [mcox@performingarts.ufl.edu](mailto:mcox@performingarts.ufl.edu)  
Box Office Manager      Robbie Stevens, 273-2460, [rstevens@performingarts.ufl.edu](mailto:rstevens@performingarts.ufl.edu)  
Technical Director      David Snyder, 273-2462, [dsnyder@performingarts.ufl.edu](mailto:dsnyder@performingarts.ufl.edu)

Univ. Auditorium Manager      Jason Degen 392-2346, [jdegen@performingarts.ufl.edu](mailto:jdegen@performingarts.ufl.edu)

Baughman Ctr Mgr.      Zakiya Smith-Dore 294-0049, [zsmithdore@performingarts.ufl.edu](mailto:zsmithdore@performingarts.ufl.edu)

The following facilities are managed by University of Florida Performing Arts.

- Curtis M. Phillips Center for the Performing Arts, (352) 392-1900
- University Auditorium, (352) 392-2346
- Baughman Center, (352) 294-0049

## 2. Renting the Curtis M. Phillips Center for the Performing Arts

### A. Rental Periods, Facility Conditions and Facility Access

**Facility Rent:** Rent is based on the Renter's time in the venue. The minimum rent per Rental Day is for four hours use, at performance rate if there is a performance that day, else discounted to rehearsal rate. Rent for time past four hours will be assessed at the applicable performance or rehearsal rate, as appropriate. Please see Appendix I: "Facility Costs". Each 24-hour Rental Day begins at 4:00AM and continues until 4:00 AM the following calendar day.

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

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

**Facility Availability to Others During Contract Period:** For intervals in the contracted date(s) during which a venue is not contracted by the renter, UFPA may schedule the venue for another use; the cost to restore the venue to base condition will be the responsibility of the producer of the added event. If the renter has contracted 12 or more hours in one Rental Day, then the venue will not be available for other use.

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

**Venue in Base Condition:** The venue will be in its base condition, clear and broom clean, at the start of the contracted rental dates. Base condition of the venue includes: clear stage and wing space; standard stage drapes in place, with the rigging system otherwise clear; orchestra shell stored in the flyloft and stage-right wing; and lighting and sound equipment organized in storage for the renter's use. *There is no permanent light hang in place.* The venue must be restored to its base condition by the end of the contracted rental dates. If the time necessary to restore the venue to base condition extends beyond the contracted period, the renter will be responsible for all cleanup costs including rental charges for the extended time.

## B. Scheduling

***Scheduling Responsibility:*** The Director of Operations for University of Florida Performing Arts schedules the Curtis M. Phillips Center for the Performing Arts.

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

***Scheduling Process:*** The facility calendars for UFPA are linked to the University fiscal year, July 1 through June 30. Requests to schedule facility use for a given fiscal/booking year will be taken beginning March 15 of the prior fiscal/booking year, but no earlier. For example, holds for the dates October 25, 2014 or January 17, 2015 or June 6, 2015 could be secured as early as March 15, 2013, but not before. Holds for dates July 1, 2015 through June 30, 2016 would not be taken until March 15, 2015, and so on.

***Calendar Inquiry*** Inquiries about the facility calendar and available dates should be directed to the Director of Operations. A report of dates available, in whatever manner reported, is not a guarantee of availability for subsequent hold or booking.

***Calendar Hold*** Requests to hold dates for events in a venue must be submitted in writing to the Director of Operations. A “**firm hold**” will be confirmed by the Director of Operations in writing, and will remain on the calendar for 2 weeks.

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

***Delivery of Event Information*** The renter must provide event information no later than twelve weeks prior to the first date on site. The information provided should be sufficient to outline a detailed schedule of facility use and an estimate of facility costs for the event. Final date confirmation and rental agreement will be withheld until the renter has provided UFPA administration with a signed performance agreement, technical rider and event specifications.

***Rental Agreement and Cost Estimate*** Based on information provided by the renter, UFPA will provide a Rental Agreement and an Estimate of Facility Costs to the Renter for the event. The Estimate of Costs will become part of the Rental Agreement for the event at the rented venue; the Estimate of Costs and the Rental Agreement must be signed by the Renter and returned within ten business days with the deposit specified in the Rental Agreement. If the Agreement, Estimate and deposit are not returned signed within ten business days, UFPA reserves the right to release the dates held. The Renter will be notified of the release.

***Scheduling Process (continued):***

***Deposit*** Normally, the deposit for the event rental will be the full estimated cost of facility use. The deposit delivered with the signed Rental Agreement is non-refundable.

***Payments*** Cost settlement (of facility costs against ticket revenue) will be completed post-event and an invoice or settlement check delivered to the renter.

- UFPA reserves the right to refuse access to a venue by a contracted renter if the terms of payment have not been met.
- Holds for venue dates will not be accepted from any organization which has outstanding past-due invoices.

***Challenges*** Until UFPA has received the renter's signed Estimate of Costs, Rental Agreement and deposit, a second party can challenge the renter's holds on dates in a venue. Should a second party challenge by requesting a hold and demonstrating intent to sign a rental agreement and to pay a rental deposit, the renter will be notified in writing and will then have four business days from receipt of the notification (including if not already provided a Cost Estimate and Rental Agreement) to return the signed Cost Estimate, signed Rental Agreement, and deposit. If the signed documents and payment are not received by UFPA by 5:00PM on the fourth business day, the challenged dates will be released to the challenging party.

***Changes to the Event Schedule:*** Should the renter wish to modify the contracted event schedule, the renter must notify the appropriate facility manager (for the Phillips Center – the UFPA Director of Operations; for the University Auditorium – the Auditorium Manager; for the Baughman Center – the Baughman Center Manager) in writing. A change order will be prepared by the facility manager to document the schedule and cost changes. The following schedule of minimum advance notification will apply:

- *Added time to a previously scheduled call* for an event requires a minimum of 24-hours notice (or labor and other resources may not be available to the renter to meet the changed schedule);
- *Cancellation or Reduction of a previously scheduled call* for an event requires a minimum of 24-hours notice (or labor and other costs of scheduled resources will be charged to the renter);
- *Addition of an unscheduled call* for an event requires a minimum of 48-hours notice (or labor and other resources may not be available to the renter to meet the changed schedule).

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

#### **D. Event Planning**

No later than four weeks prior to the renter’s first date on site, the renter must participate in a production meeting with appropriate staff for the Performing Arts venue. These meetings will typically include the facility and technical management for the venue, and are intended to cover event planning for technical production, company management, audience services, and other facility requirements. The renter must ensure that appropriate staff members for the renter attend the meeting. The production meeting will take place at the venue scheduled for the event being contracted.

### ***Event Management Timeline***

#### **12 Weeks Prior to Event First Day on Site**

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

#### **10 Business Days after receiving Rental Agreement and Estimate of Costs**

deadline for returning signed Estimate of Charges, Rental Agreement with deposit

#### **4 Business Days after receiving Challenge Notification**

deadline for returning signed Estimate of Charges, Rental Agreement with deposit

#### **4 Weeks Prior to Event First Day on Site**

Deadline for delivery of copies of complete event specifications and contracts

#### **2 Weeks Prior to Event Performance**

Deadline to arrange event merchandise sales with the Director of Operations

#### **5 Business Days Prior to Event Performance**

Deadline to request that merchandise sellers be provided by UFPA

#### **24 Hours Prior to**

**Event Work Start:** Deadline to change a scheduled work call without charges;

**Event Work Start:** Deadline to cancel a work call without labor charges;

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

### **3. General Requirements of Rental**

#### **A. Applicable regulation and policy**

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

#### **B. Liability Insurance**

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

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

If the renter does not have the required minimum liability insurance, the renter may be required to purchase insurance coverage through the University. This Commercial General Liability policy provides coverage for damage to University property and bodily injury for attendees. If the event is of a nature that the University's insurance carrier will not provide coverage, the renter will be required to provide the specified additional insurance coverage by alternate methods.

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

#### **C. Tobacco-Free Campus**

The use of cigarettes or other tobacco products on the University of Florida campus, including in parking lots and vehicles, is prohibited and in violation of UF policy.

#### **D. Non-Exclusive Use**

Rental of a venue (stage and seating area) guarantees use of that venue for the rental periods specified in the rental agreement. Rental of a venue does not guarantee exclusive use of the Phillips Center, nor does it guarantee exclusive use of the venue during periods not specified in the Rental Agreement. UFPA reserves the right to rent other spaces in the facility during the periods a given venue is in use. Every effort will be made by UFPA to avoid programmatic conflicts with events scheduled concurrently in the Phillips Center.

### **E. Lobby Use**

The renter's use of the lobby of is guaranteed only with the rental of a venue at performance rate. Under no circumstances will a renter's use of the lobby be permitted to impede access to or otherwise compromise use of a non-rented venue in the facility.

### **F. Safety**

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

### **G. Provision of Artist Contract, Contract Riders and Other Specifications**

The renter must provide copies of all event contracts, technical riders and event specifications no later than 8 weeks prior to the renter's first day on site for the event.

## G. Parking

### **UFPA cannot waive parking fees or fines assessed by the University of Florida.**

University of Florida parking policies apply to lots and garages adjacent to each UFPA facility. All visitors, users, renters, employees, volunteers, guests and patrons are subject to University of Florida parking regulations. This includes the lot to the rear of the Curtis M. Phillips Center for the Performing Arts.

Parking in University of Florida parking lots adjacent to any UFPA facility – during business hours – requires a permit from University of Florida Transportation and Parking Services. Should parking during weekdays be required for the renter’s staff and performers, temporary parking permits will be requested from University Transportation and Parking Services for the renter – **a fee will be charged for the parking permits.** UFPA cannot guarantee that permits will be supplied in response to all requests. Temporary parking permits provided in response to such a request will be given to the renter; it will be the renter’s responsibility to distribute the permits. Parking permits do not guarantee availability of a parking space.

Should parking be required during a weekday for audience attending the renter’s event, a request to lift parking restrictions for the duration of the performance will be submitted to University of Florida Parking and Transportation Services. **There is a fee for lifting parking restrictions.**

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

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

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

Parking without a permit during week-days, Monday through Friday 8:30AM-4:30PM will result in a ticket, fine and possible towing of the vehicle.

## H. Traffic

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

## **I. Security**

Appropriate security arrangements and staffing shall be determined by UFPA management and the University of Florida. If an artist's performance agreement requires security the renter must coordinate security with UFPA management, and any and all security arrangements will require the consent and approval of UFPA management.

## **J. Back Stage Access**

Access to the stage and support areas of the venue is limited to authorized UFPA staff and authorized participants for the renter. Facility visitor identification will be provided to the renter; the renter is responsible for distribution of the identification, and for ensuring that all appropriate individuals for the renter use it. Individuals requesting backstage access to the renter's event will be barred without facility visitor identification. Costumed performers need not wear visitor identification.

During performances, guests are not permitted backstage without advance arrangements being made with the facility management. Under no circumstances are guests permitted backstage unaccompanied. Arrangements for backstage guests should be made prior to the event date with the facility management. Any backstage guests desiring or needing to be seated in the audience during a performance must have a ticket. Backstage passes or other credentials do not provide for access to the house during a performance.

## **K. Animals**

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

Service animals are permitted in UFPA facilities per the Americans with Disabilities Act.

## **L. No Smoking**

Smoking is prohibited on the University of Florida campus. The prohibition against smoking includes performance venues and their stages and extends to any personnel and any activity in and around the venue, including actors during a stage performance.

## **M. Ticketing**

Every audience event, paid or unpaid, must be ticketed. Tickets are used to control access to an event and to prevent filling a venue past its allowed capacity. Event ticketing, paid or otherwise, must be arranged through the Phillips Center Box Office.

**N. Cancellation, Interruption or Termination of an Event**

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

**O. Access and Egress**

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

**P. Alcoholic Beverages**

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

**Q. Damage to Facility or Equipment**

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



## **4. Production Requirements for Rental**

### **A. Stage Requirements**

No later than eight weeks prior to the renter's first date on site, all specifications of technical requirements for the event must be delivered to the technical director. Unless specific requests for additional equipment are included, the event will proceed with existing venue equipment. The renter is ultimately responsible for ensuring that the needs specified in any performance agreements are provided. If additional equipment and material are required and not provided by the renter, then at the written request of the renter UFPA staff will arrange for any needed material and equipment. All direct costs of this equipment and material plus an administrative fee will be assessed of the renter (10% for UF renters, 15% for non-University renters).

### **B. Appropriate Staffing**

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

No individual will be scheduled to work more than 5 hours between meal breaks, and meal breaks must last 1 hour. Any alternate arrangement must be agreed to in writing by the UFPA Technical Supervisor for the work in progress. If meal break breaks are not provided within these guidelines the renter will be responsible for the invoiced cost of a meal penalty at the rate of \$15.00 per person not receiving an adequate and timely meal break. In addition, one 15-minute break is required in every 4- to 5-hour work shift. The work schedule must be coordinated with the Technical Supervisor.

### **C. Loading Access and Storage**

Loading access to the facility will be determined for the event by the technical staff.

Delivery of material for the renter's event will not be permitted prior to the renter's contracted first date on site without consent of the facility management, and under no circumstances will any delivery be permitted to interfere with other use of the facility.

Material and equipment for the renter's event must be removed by the end of the scheduled access specified in the facility rental contract. Packages may be left for pick up by a shipping contractor (*e.g.* UPS, Fed Ex) no later than the end of the following business day, but UFPA bears no responsibility or liability for the safekeeping of any goods left in its facilities. Any material left in a facility longer than 24 hours after the renter's contracted last day on site will be disposed of at the discretion of the facility management. All costs of such disposal are the responsibility of the renter.

UFPA does not have storage space to accommodate the renter's equipment, material, sets, props, wardrobe or any other supplies beyond the period under contract. UFPA bears no responsibility or liability for failure by the renter to coordinate delivery, storage and removal of renter's material and equipment.

#### **D. Stage Entrances**

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

#### **E. Safety Specifics**

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

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

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

***Fire Retardance:*** The renter must ensure that material used for an event in any venue managed by UFPA be either inherently non-combustible or fire-retardant, or treated appropriately to render the material fire-retardant. The renter will certify that all material used for an event meets the standards for fire safety outlined in NFPA Life Safety Code, "Flame-Retardant Requirements." A copy will be provided on request. The management of UFPA venues reserves the right to deny access to a venue if this condition is not met.

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

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

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

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

**Rigging Safety:** Rigging work in any UFPA venue will proceed within accepted performing arts industry standards for safe and effective theatre rigging. Only authorized technical staff for UFPA are permitted to operate the rigging equipment and systems in UFPA venues; UFPA technical staff will determine safe rigging practices in UFPA venues. A useful guide to rigging work for the performing arts may be found in the *Stage Rigging Handbook*, by Jay O. Glerum, and *The Backstage Handbook*.

**Personnel Lifts (Genies):** Personnel lifts in use at the Phillips Center for the Performing Arts must be operated according to the manufacturer's specifications. Specifically with regard to the Genie AWP lifts at the Phillips Center (and similar equipment): outriggers must be installed at all times when the lift is raised; and the lift must be lowered before rolling the lift. UFPA technical staff will not assist in the use of a personnel lift (or any other equipment) not in accordance with the manufacturer's specifications.

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

**Crowd Safety:** UFPA will determine the staffing of ushers and security for an event to assure safe crowd management and control. Under no circumstances will the renter, its staff or performers be permitted to create or incite unsafe conditions for an audience in a UFPA venue. No venue will be permitted to exceed its allowable, posted capacity. "Standing Room Only" attendance is not permitted. Where seating for a venue is event specific or otherwise flexibly configured, the seating design and installation must be reviewed by the UFPA facility manager and must meet applicable standards of safety including: venue capacity, structural soundness, ADA access and emergency egress.

## **F. On-Site Construction**

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

## **G. Cleaning of Audience Seating Areas**

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

## **H. Audience Seating Areas – Flexible Configuration**

For venues requiring installation of seating for the event (e.g. the Studio Theatre), audience seating plans must be reviewed and approved by the UFPA Technical Director no later than two weeks prior to the renter's first day on site. Audience seating plans must meet the requirements of the *Standard Building Code, NFPA 101 – Life Safety Code* and the Americans with Disabilities Act.

## **I. Photography, Recording, Radio, Television and Film**

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

## **J. Volunteers**

Any persons not employed by the renter but participating in stage operations for the renter as a volunteer, will at the discretion of the Technical Director become a volunteer of University of Florida Performing Arts for the duration of the renter's event. Such persons must provide any needed information and documentation and successfully complete whatever training is deemed necessary by UFPA. The renter must provide a list of all such persons at least two weeks prior to the event.



## **5. Box Office Requirements for Rental**

### **A. Ticketing Required for All Events**

Tickets are required for all audience events in UFPA venues, whether paid or free admission. The tickets must be printed by the Phillips Center Box Office. Ticketing is required as a means to control audience access, so that audience attendance does not exceed venue capacity.

### **B. Free Events**

For free events, general admission tickets will be provided by UFPA for the renter's use; the renter is responsible for distribution of the tickets provided. Only general admission seating is permitted for free events. Tickets will be required for admission to the renter's event: ushers for an event will only accept tickets printed by the Phillips Center Box Office for admittance into UFPA venues.

The renter may distribute free-admission tickets in advance or in the lobby prior to the performance. Appropriate staff for the renter must remain in the lobby to assist with ticketing and audience management from 1½ hour prior to the start of the event through the end of the event. If the renter cannot guarantee appropriate staff, UFPA personnel will be assigned and the cost billed to the renter.

VIP ticketing (reserved seating held for the renter's "VIP's") for free events must be pre-arranged with the box office and Venue Coordinator.

Contact the Box Office Manager to set up free admission tickets.

### **C. Paid Events**

Ticketing for paid events is arranged through the Phillips Center Box Office. The renter must complete an *Event Set-Up and Ticketing Information Contract* with the Box Office Manager (call (352) 392-1900 x 323 to set up an appointment). The contract must be completed no later than two weeks prior to the ticket on-sale date. The same person who has signed the Rental Agreement must sign the Ticketing Contract.

### **D. Tax Exempt Status**

If the renter's organization is a 501(c)3, tax will not be assessed on tickets if a Florida Department of Revenue Form DR-14 Certificate of Tax Exemption is turned in to the Box Office Manager at the time the Box Office Contract is completed. This form must be in the name of the contracting entity on the Rental Agreement and the Box Office Contract. If the Certificate of Tax Exemption is not provided, tax will be deducted from the renter's ticket price.

### **E. Venue Contract Status and Deposit**

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

### **F. Reserved Seating Events**

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

### **G. General Admission Seating Events**

We suggest that all events expecting less than 800 patrons in the Phillips Center and 600 patrons in the University Auditorium be general admission. This is easier for patron seating, and beneficial for the event, since closely grouped audience suggests a well-attended event.

### **H. Ticket Types**

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

### **I. Coupons**

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

### **J. Complimentary Tickets**

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

**K. Promoter Tickets**

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

**L. Seat Kills**

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

**M. VIP Seating**

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

**N. Box Office – Day of Event**

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

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

**O. Show-Time**

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



## **6. Front-of-House Requirements for Rental**

### **A. House Management**

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

### **B. Usher Requirements**

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

### **C. Merchandise**

The rights and privileges of sales of merchandise, food and drink and other items remain under the control of UFPA. Merchandise sales may be arranged by the renter or its contracted Artist, but approval of such sales must be obtained from UFPA in advance. Sales will be confined to areas designated by the facility management. UFPA will collect a 20% commission on total revenues net of applicable Florida state sales tax and Alachua County Discretionary Sales Surtax from all on-site merchandise sales. UFPA will retain and remit sales tax. Merchandise sellers will not be provided by UFPA unless requested at least five business days prior to an event; if provided, the sellers will be paid \$50.00 per seller per event in cash by the renter. An authorized representative of the renter must be in contact with the Director of Operations no later than two weeks prior to the event to make arrangements regarding the selling of merchandise.

### **D. Contributions and Donations Prohibited**

The collection of money (cash, check or credit card) on site as any form of contribution, donation or ticket sale circumventing the UFPA Box Office is not permitted. The collection of donations and contributions is not permitted whether voluntary or otherwise.

### **E. Concessions and Catering**

All food and drink for audience consumption in the lobby – concession sales or otherwise - must be provided through the contracted University of Florida Performing Arts caterer. Food and drink for all events must be provided by a licensed food service provider.

**F. Audience Seating – Food and Drink**

No food and drink are permitted in the audience seating areas of any venue.

**G. Lobby Displays**

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

**H. Lobby Opening**

Unless alternate arrangements are made in advance of the performance date, the lobby will open for audience access to the facility 1½ hour prior to the start time for a performance event.

**I. House Opening**

Unless alternate arrangements are made in advance of the performance date, the house will open for audience seating 30 minutes prior to a reserved seating event and 45 minutes prior to a general admission event. The house will not open prior to approval given by both the UFPA technical supervisor and head usher assigned to the event.

**J. Late Seating**

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

**K. Cameras and Recording Devices**

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

**L. Emergency Medical Treatment**

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

### **M. Unruly or Objectionable Persons**

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

### **N. Lost and Found**

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

### **O. Children and Infants**

All attendees of a performance no matter how young must have a ticket to be admitted to a performance. Any audience member who is disruptive to other patrons will be asked to leave the performance hall, accompanied by an adult if necessary.

### **P. ASL Interpreter**

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

### **Q. Service Animals**

Service animals are permitted in all UFPA facilities as a reasonable accommodation under the Americans with Disabilities Act. Seating for patrons requiring assistance from service animals will be made available in wheelchair accessible seating areas of UFPA venues, and in seats immediately adjacent to aisles or front rows on cross-over aisles.



## **7. Marketing Requirements for Rental**

### **A. Marketing Specifications Supplied**

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

### **B. Review by UFPA Marketing**

All promotional materials for the Renter's event – including social media such as Facebook – must be reviewed by the UFPA Director of Marketing prior to public release. The presenter must notify the Marketing Director regarding any media presence for the event. At least three business days' notice must be provided for any review or other notification.

### **C. Marketing Expenses Incurred**

Any direct expenses for marketing incurred by UFPA on behalf of and at the request of the Renter will be assessed to the Renter as an event expense, with an added 15% service charge.



## UF Performing Arts – Curtis M. Phillips Center for the Performing Arts

### Appendix I: Costs of Facility Use

**Facility Rent:** Rental costs vary according to venue, use and user. See definitions below.

#### Standard Rental Rate

Standard Rate	Rehearsal		Performance*	
	1 <sup>st</sup> 4 Hours	Ea. Add'l. Hr.	1 <sup>st</sup> 4 Hours	Ea. Add'l. Hr.
Mainstage	\$400.00	\$100.00	\$1600.00	\$400.00
Studio Theatre	\$100.00	\$25.00	\$400.00	\$100.00

**Non-Profit Rental Rate** discounted for University of Florida and 501C-3 non-profits.

A 10% discount on facility rent applies for non-profits and the University of Florida.

All rent and facility services including labor is subject to applicable Florida Sales Tax. Tax-exempt groups must provide a current copy of their Florida Department of Revenue Form DR-14 Consumer's Certificate of Exemption in order to be exempt from this tax.

If admission is charged, UFPA shall receive: 12% of the net adjusted gross box office revenue, or the base rent, whichever is greater.

**Appendix I: Costs of Facility Use (continued)**

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

Free-Admission Events

UFPA ticket printing cost:     \$200 for the Phillips Center Mainstage;  
   \$50 for the Phillips Center Studio Theatre.

Phillips Center Box Office staff will distribute free tickets beginning 90 minutes prior to the event start time unless otherwise arranged. An additional charge of \$100.00 per performance will apply if the Phillips Center Box Office distributes free tickets during regular business hours.

Paid-Admission Events

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

Fees invoiced to the renter post-event:

Box Office Set-Up Fee	\$400.00 per Mainstage (\$100.00 for Studio Theatre)
Complimentary Tickets	\$0.20 per ticket
Administrative & Parking Fee	\$2.00 per sold ticket priced over \$7.00 <b>(Included in the ticket price)</b>
Sales Tax (if applicable)	6% <b>(Included in the ticket price)</b>

Fees paid by the renter on receipt of tickets:

    Promoter Tickets                             \$2.00 per ticket

Fees paid by patron on purchase of tickets:

    Per Ticket up to \$5.00: \$1.00 service charge per ticket sold at the Phillips Center Box Office;

    Per Ticket over \$5.00: \$2.00 service charge per ticket sold at the Phillips Center Box Office.

In other words,

- a \$3.00 ticket would cost the patron \$4.00: \$3.00 ticket price plus \$1.00 service charge;

- a \$7.00 ticket would cost the patron \$9.00: \$7.00 ticket price (inclusive of Administrative and Parking Fee) plus \$2.00 service charge.

**Appendix I: Costs of Facility Use (continued)**

**Facility Staff Costs:** Labor costs for the Curtis M. Phillips Center for the Performing Arts (PCPA) are billed at the following rates. Hours exceeding 8 hours for any individual in one Rental Day for one Renter will be invoiced at 1.5 times the base rate, as will all hours worked between 12:00 AM and 8:00 AM. A charge of \$10.00 per individual will be assessed for each person required to work more than 5 hours without a meal break. A minimum work call of four hours per individual applies.

Staff Category – Rates charged per hour per individual	Hourly Cost
PCPA Venue Manager	\$35.00 per worker-hour
PCPA Technical - Labor	\$16.50 per worker-hour
PCPA Technical – Supervisory & Rigging	\$22.50 per worker-hour
PCPA Usher Supervisor	\$22.50 per worker-hour
PCPA Ushers	\$16.50 per worker-hour
PCPA Volunteer Ushers	-
PCPA Receptionist	\$16.50 per worker-hour
PCPA Production Assistant	\$16.50 per worker-hour
PCPA Security	\$16.50 per worker-hour
UF - Custodian	\$35.00 per worker-hour
UF - Police and Parking Patrol	\$75.00 per worker-hour

**Facility Equipment Costs:** Lighting and sound equipment, platforms, chairs and music stands in the existing inventory of each facility are included in the venue rental. For the Phillips Center, additional rental charges apply to the equipment listed below.

Item	Rental Cost
Orchestra Shell – 36-ft deep	\$300.00
Orchestra Shell – 24-ft deep	\$250.00
Piano (tuning not included)	\$100.00
Piano tuning	\$100.00
Podium	\$50.00
Dance Floor	\$250.00
Follow Spot (each)	\$150.00
Projection Screen	\$250.00
Projector (varies with equipment)	\$500.00 - \$1,000.00
Audio package – standard	\$400.00
Lighting rep plot – equipment	\$400.00
Phone Line (each line – no long distance)	\$35.00

**Outside Vendors:** When requested in writing by the renter, UFPA will arrange for equipment or services to be provided by outside vendors. Charges from any vendor will be billed through to the renter as an event cost with a 15% administrative fee added.