MANSHIP THEATRE

SHAW CENTER FOR THE ARTS

YOUR NON-PROFIT VENUE

Facility Usage Guidelines

2018 – 2019

Thank you for your interest in Manship Theatre at Shaw Center for the Arts!

Our visual and performing arts complex, located in the heart of downtown Baton Rouge, offers an exciting departure from other rental alternatives. Manship Theatre at Shaw Center for the Arts serves as a managing component of Shaw Center for the Arts for designated spaces in the facility.

Manship Theatre is charged with meeting the wide array of community needs, for performances, conferences, meetings, fundraisers, social gatherings (private or commercial) or other events. At times, demand may exceed availability. To provide optimum service to as many as possible in a safe and open environment, Manship Theatre provides access to the facility in accordance with the following Board of Director approved MANSHIP THEATRE SPECIAL EVENT RENTAL GUIDELINES. Manship Theatre Board of Directors are the final decision-making authority regarding requests for use of Manship Theatre spaces, which include the Main Stage, Jones Walker Foyer, Hartley/Vey Studio, Hartley/Vey Workshop, and The Gallery at Manship Theatre.

a. **The Douglas Manship Sr. Theater Complex Holding INC** shall consist of the **Manship Theatre**, the **Hartley/Vey Studio Theatre**, the **Hartley/Vey Workshop Theatre, The Gallery at Manship Theatre**, and the **Jones Walker Foyer,** private backstage area, dressing rooms and green room, atrium and lobby areas, restrooms and corridors, foyers and vestibules leading thereto, located within Shaw Center for the Arts. Rental of the Manship shall also include all technical equipment, whether or not such equipment is included in Base Rental Fee.

b. **The Main Theatre** shall consist of a 325-seat house with approximately 40 feet by 32 feet stage with orchestra pit.

c. **The Hartley/Vey Studio Theatre** shall consist of approximately 57 feet by 45 feet that is a multifunctional room with catering accessibility and stage lighting capability.

d. **The Hartley/Vey Workshop Theatre** shall consist of approximately 39 feet by 45 feet of a multi-functional room with catering accessibility and stage lighting capability.

e. **The Gallery at Manship Theatre** shall consist of approximately 2,500 square feet in the mezzanine level of the Manship facility. The Gallery is an open loft space above the Jones Walker Foyer with catering accessibility.

f. **The Jones Walker Foyer** reception area adjacent to the Hartley/Vey Workshop Theatre and the main lobby of Shaw Center for the Arts is a public space and cannot be rented exclusively. The Foyer also can only be rented in conjunction with Manship Theatre.

g. **The Josef Sternberg Conference Room** is a small meeting area equipped with a screen, tables, and chairs for approximately 25 people.

MANSHIP THEATRE FACILITY USAGE GUIDELINES

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GENERAL RULES

- These Facility Usage Guidelines ("Guidelines"), are incorporated into and made part of the signed Facility Usage Agreement between Manship Theatre ("Licensor") and the User ("Licensee"), said Guidelines identified as Addendum A in that Facility Usage Agreement, which agreement also contains a description of Licensee's event, and Facility Usage Estimate (Addendum B) based upon information provided by Licensee on the completed Facility Usage Application form ("Event").

- The Term "Manship Theatre" as a venue may include the following: Office B246, Office B247, Office B227, Josef Sternberg Memorial Conference Room B235, Jones Walker Foyer, The Manship Theatre Main Stage, The Gallery at Manship Theatre, Hartley/Vey Studio Theatre, Hartley/Vey Workshop Theatre, and all of the common spaces, restrooms, hallways, and ingress/egress passage ways.

- A Manship Theatre staff person is required to be on-site while facility is in use by Licensee. Licensee, or a representative of Licensee, shall be present at Manship Theatre at all times when any of Licensee's employees, contractors, volunteers, agents, guests or invitees are present in connection with the Event. During the Event usage period, Licensee has general access to the specific area of facility being used as well as common and/or public spaces. Common and/or public spaces do NOT include the administrative offices, ticketing office, restaurants/concession/bar areas, pantry, equipment rooms and storage areas and specifically the Manship Theatre Loading Dock and Laundry Room.

Access to these areas is limited and requires the presence of a Manship staff member for assistance. All cleaning, repair, and/or replacement costs resulting from the disregard to this policy shall be charged to the Licensee. At all times during usage period, all doorways, aisles and stairs must be kept clear of people and equipment obstructions to allow for ingress and egress.

- The space in use and if applicable, stage, backstage area, hallways and dressing rooms, will be kept in order and clean at all times or the Licensee will incur a cleaning charge of $50/hour per Manship staff person per occasion for said cleaning.

- At no time may the Manship Theatre Laundry Room or Loading Dock be used as a dressing room space or holding area.

- Manship Theatre does NOT provide parking for Events and NO PARKING is allowed in the Manship Theatre dock area. Vehicles with a loading permit will be allowed in the dock area for purposes of loading and unloading ONLY. If vehicles are parked in the dock area, Licensee will be assessed a parking fee of $100.00 per vehicle. Additionally, vehicles may be towed at Licensee's expense. Loading permits are provided by Technical Director's Office upon request.

- Unless otherwise specifically agreed, lease of Manship Theatre spaces is non-exclusive, and members of the general public will also have access to MANSHIP THEATRE common areas, which may include areas being used for the Event. A Manship Theatre Event Representative and contracted security personnel may assist with crowd control and access issues.

- Visiting parties shall not obstruct any portion of the hallways, corridors, stairways, elevators, entrances, exits, adjacent sidewalks, or other means of ingress and egress to and from the building including access to all building utilities and adjacent streets (unless the appropriate permit is obtained).

- No animals (other than Seeing Eye dogs) are allowed in Manship Theatre for any reason other than use in a show and only during rehearsal and/or performance. Any exception to this policy must be approved in advance through Manship Theatre.

- Licensor shall have exclusive right to sales of food, beverages and general novelty materials which Licensor, in its discretion, deems proper. During Lease Term, Licensee shall have no right to any income therefrom. Licensee may not sell any merchandise on said premises, without consent of the Licensor's authorized representative. Licensor will charge the Licensee 15% commission on any sales approved. If Licensor is asked to sell the merchandise, Licensor will charge Licensee 20% commission on any sales approved. Licensee will not sell or permit the sale of any merchandise or service, with the exception of programs, on or about Manship Theatre without the prior written consent of the Licensor. If consent is desired, Licensee shall notify Licensor at least fourteen (14) days before its first use of Manship Theatre.

SIGNAGE

- Licensee shall be solely responsible for the preparation, placement, and cost of all advertising and promotion of the Event, unless contracted otherwise with Manship Theatre. All advertising and promotional materials must include appropriate Manship Theatre verbiage and/or logos (Manship Theatre, Hartley/Vey Theatres, and/or The Gallery at Manship Theatre) and said verbiage or logos must be approved in writing by an authorized representative of Licensor and conform to the standards and requirements of the Licensor, all as more fully described in the ADVERTISING AND PROMOTIONAL MATERIALS section of these Guidelines.

- Licensee shall not post or tape literature, banners or notices of any kind on the stage, walls, drapes, chairs, or on any part of MANSHIP THEATRE, interior or exterior, without the prior written consent of the Licensor. Further, Shaw Center for the Arts (SCA) prohibits the posting of signage of any kind on the exterior walls, windows, and doors of the building.

- Licensee shall not alter, deface, injure, mar, or in any manner damage Manship Theatre. Licensee shall not drive nails, staples, hooks, tacks, screws or any other materials into any part of the Manship Theatre, use any decorations or adhesives, including tape, that might mar or deface any wall, ceiling, floor, or other portions of the facilities and equipment contained within the Manship Theatre. Licensee shall not make any alterations of any kind to the building or equipment therein. Licensee shall be responsible for any and all damages caused by Licensee's use of Manship Theatre to the floors, sidewalks, patios, ceilings, facilities, and equipment all of which shall be in the same condition at the conclusion of the Event as when possession was received by Licensee. Licensee shall pay to the Licensor, on demand, the reasonable cost of any and all repairs required to be made to the Manship Theatre, whether included in the Event invoice or later billed. Licensee agrees to

pay costs of repair or replacement for any and all damages related to Licensee's event, which may have occurred during the Event to restore Manship Theatre to a condition equal to the condition before the Event began.

- Licensee shall be responsible for promptly removing all materials of any type placed on or about Manship Theatre by Licensee or its agents, employees, members, volunteers, Licensees, invitees or patrons, including any and all waste and refuse created during the Event. A fee of $150 will be charged daily if items such as props, set pieces, furniture, and costumes are not removed from spaces at the conclusion of the event

- Manship Theatre may charge Licensee for the use of the dumpster as deemed necessary by excess waste. Items left on the premises will be disposed of at the sole discretion of the Manship Theatre management and/or staff. Disposal and labor fees may be charged to the Licensee for the removal.

GENERAL RISK

- Any Licensee or representative thereof seeking to use Manship Theatre for an event will assume full responsibility for the conduct of all persons present during the event.

- Licensee will be responsible for any damage done to Manship Theatre by Licensee's employees, contractors, volunteers, agents, guests or invitees.

- Events cannot create any hazard or undue hardship to Manship Theatre and its collections, exhibits, facilities, staff, visitors or guests.

- Events must conform to established regulations (as stated herein and in Manship Theatre Rental Agreement) for use of Manship Theatre. Manship Theatre is not responsible for insuring that other functions occurring at Manship Theatre during the time of the Event are not in conflict with Licensee's policies or beliefs.

FIRE SAFETY

- Smoking of any kind is strictly prohibited in the Shaw Center building, including all Manship Theatre spaces. No exceptions.

- No open flames (matches, lighter, and special effects) are permitted in Manship Theatre without prior written permission of the management. The use of sterno heating is permitted for catering purposes only.

- <u>Any type of fireworks, including sparklers, is strictly prohibited anywhere on the premises.</u>

- Drapes and scenery must be flame proofed, tested, and accompanied by a certificate of verification from the manufacturer. Table linens must be flame retardant.

- All additional lighting/electrical equipment must be approved by the Director of Production/Facilities BEFORE installation.

INSURANCE

- Licensee agrees to indemnify and hold harmless Licensor, the City of Baton Rouge, Parish of East Baton Rouge, Baton Rouge Area Foundation, Douglas Manship Sr. Theater Complex Holding, Inc., Shaw Center for the Arts, LLC, the Recreation and Parks Commission for the Parish of East Baton Rouge, Louisiana State University, and the State of Louisiana, and their respective officers, directors, employees, agents and representatives (collectively, the "Indemnities") from and against any and all claims, demands or judgments, including attorney's fees and all other costs of defense arising out of Licensee's use of the Manship Theatre, including but not limited to: a) injury, loss or damage to persons or property occurring on or about Manship Theatre premises; b) any violation of any copyright, right of privacy, patent, trademark, or other statutory or common law right of any person; and c) any damage to the LSU Museum of Art, the School of Art Gallery, Manship Theatre, the Shaw Center, or any of their facilities or equipment caused by the Licensee, its employees, agents, contractors, invitees, patrons or Licensees.

- Licensee shall maintain in full force and effect during the Designated Time as well as any period of Licensee's early access, such comprehensive and general liability insurance as will protect Licensee and the Indemnities from claims and damages to any person or property arising in connection with Licensee's use of Manship Theatre or any activity at the Manship Theatre and on any street, curb or sidewalk adjoining Shaw Center by Licensee or its contractors, agents, employees, members, volunteers and invitees. Such insurance shall have a limit of not less than $1,000,000 for injury or death of one or more persons or damage to property arising out of a single occurrence. The limits of such insurance shall not, however, limit the liability of Licensee for any damages. Licensee also shall carry full worker's compensation and employee liability insurance with respect to all employees, volunteers, musicians and Licensee's other personnel as may be required by Louisiana law. Licensee likewise shall insure at full replacement cost against theft, fire or casualty all items brought into the Manship Theatre before and during the Event. Certificates of insurance evidencing the foregoing coverage shall be furnished to Licensor at least fifteen (15) business days before the Event. All of the Indemnities (listed as "Manship Theatre") shall be named as additional insured on such insurance coverage and the certificate of insurance must confirm that the coverage evidenced therein may not be cancelled without forty-eight (48) hours prior written notice to Licensor. If proof of any required insurance coverage is not given as required and subject to verification as of the initiation of the Event, Licensor may at its option contract for such coverage on behalf of Licensee and add the actual cost of such coverage to the fees due for the Event.

SECURITY

- For all Manship Theatre events, at least one security officer is required for each of the following: The Manship Theatre, The Gallery at Manship, and the Hartley/Vey Theatres. These services will be contracted by MANSHIP THEATRE and all fees will be included on Licensee's final event invoice.

RESERVATIONS AND DEPOSITS

- A non-refundable application fee in the amount $300.00 is required to generate the Facility Usage Cost Estimate and to secure each space on the Manship Theatre calendar. If the event moves forward, the $300 fee goes towards the Facility Usage balance

- If Manship Theatre has not received the completed and signed Rental Paperwork 90 days after the $300 non-refundable application fee has been paid, Manship has the right to cancel the event and keep the non-refundable deposit.

- The signed Facility Usage Agreement must be received by Manship Theatre staff within fourteen (14) calendar days from the mailing date shown on the last page. If, during that fourteen (14) day period, Manship Theatre does not receive the executed Facility Usage Agreement and the non-refundable application fee of $300, the date will be automatically released without notice.

- Fifty percent (50%) of the Facility Usage Estimate will be due ninety (90) calendar days prior to the date of the Event, with the remaining balance of the Facility Usage Estimate due sixty (60) calendar days prior to the Event. Failure of Licensee to adhere to these deadlines will result in cancellation of event and release of held dates on Manship Theatre calendar.

- A credit card must be on file to cover the Damage and Flexible Services deposit of $500.00. *Licensee will be notified before this credit card is charged in the event of damage to the Manship Theatre facility*. If there is an outstanding balance or additional charges are incurred during the Event, this credit card will be charged to cover the outstanding balance if payment is not received within 30 days of Event Settlement.

- In the event of the delinquent payment of either prepayment of the Facility Usage Estimate by Licensee, or a delay in obtaining necessary certifications, Manship Theatre reserves the right to release the Event Date without refund and without penalty or liability to Licensee. For purposes of determining delinquency, all calendar days are counted.

- In case of cancellation by Licensee, any related costs incurred in preparation for the Event are the responsibility of Licensee. With a 60-day cancellation notice, Manship Theatre will provide a full refund MINUS the non-refundable deposit. All payments become nonrefundable fifty-nine (59) calendar days prior to the Event.

- Should Manship Theatre become unavailable on the date of the Event due to fire, casualty, acts of God, strikes, national emergencies, or any other cause beyond the control of SCA, the Event may be cancelled without penalty or other liability, notwithstanding the lack of notice. If such an event requires Manship Theatre to close, or if Licensor determines that safety or other concerns make closing the Manship Theatre necessary (which Licensor may do in its sole discretion even if not required to close), then Licensor will permit Licensee to have priority scheduling rights with respect to any available dates for the rescheduling of the Event. IN NO EVENT shall Licensee be permitted to cancel the Event without penalty if Manship Theatre is open and available on the day of the Event. Every effort shall be made to honor the Agreement, based on the availability of Manship Theatre. Refunds will be determined on a case by case basis.

- If all required documentation and payments are not received by Licensor by specified deadlines or in the absence of specific deadlines, no more than thirty (30) calendar days prior to the Event, the Event may be cancelled by Licensor without refund and without penalty or liability to Licensor.

- All payments to Manship Theatre must be in the form of a certified check, money order, credit card, personal check or cash. Payments may be mailed or delivered to Manship Theatre at 100 Lafayette Street, Baton Rouge, LA 70801.

- At the conclusion of said event, Manship Theatre has 30 business days to provide Final Settlement for said Event to Licensee.

PLANNING, SET UP AND VENDORS

- It is Manship Theatre's policy that the Licensee uses the Manship Theatre Beverage Service. For any questions regarding these services, please contact Jason Langlois at jlanglois@manshiptheatre.org.

- All catering must be contracted directly with the individual licensed and insured caterer for the Event and will be subject to the specific terms of that contract.

- Names and telephone numbers of all vendors employed directly by Licensee must be submitted to the Manship Theatre staff at least fifteen (15) calendar days in advance of the Event. Manship Theatre reserves the right to object to the use of particular vendors or other contractors. MANSHIP THEATRE will not be a party to any contract between Licensee and vendor.

- Manship Theatre reserves the right of final approval of the caterer, decorator, florist and any other vendors selected for the Event. Names and contact information for said parties contracted by Licensee shall be submitted to Manship Theatre not later than fifteen (15) calendar days prior to the Event.

- Should Event include outside additional equipment, said equipment must be delivered to Manship Theatre 12 hours prior to the start time of Event.

- A professional event planner or primary coordinator must be used for all weddings. The wedding planner or coordinator will be the sole liaison to the Manship Theatre staff.

- Items set up/used for event by Licensee including but not limited to furniture, props, free standing walls, pedestals, banners, and pipe and drape must be approved by Manship Theatre prior to Event. Descriptions, pictures, and dimensions of items may be requested prior to approval. Failure to do so may result in a fine.

- Theatrical productions with multiple cues are required to have a stage manager for all shows. If Licensee does not have one, Manship Theatre can provide one at an additional cost.

- For all groups renting the theatre, if the capacity of your group exceeds that of the green room, additional space MUST be rented. Changing is only allowed in Manship approved areas.

- Arrangements for the proposed Event must be submitted when Event reservations are confirmed. Such arrangements include, but are not limited to:
    - Event invitation that may include the Manship Theatre logo
    - Parking arrangements

- List of vendors
- Insurance documentation
- Decorations
- Pick-up and delivery schedules
- Construction and temporary structures

- All food must be prepared offsite; only warming of food is permitted in the building unless advance written permission is granted. All food warming must comply with these Guidelines.

- Decoration decisions are reserved to the discretion of Licensee but must comply with the Manship Theatre Rental Agreement. All decorations must be freestanding unless otherwise authorized by Manship Theatre. Signs may be placed on easels or tables but not affixed to exhibits or walls unless approved by Manship Theatre staff at least fifteen (15) calendar days prior to the Event. Nothing may be posted, nailed, screwed or otherwise attached to the walls, floors, exhibit graphics or other parts of the buildings, furnishings or surroundings.

- Licensee shall be responsible for removing all materials of any type left behind or placed on or about Manship Theatre by Licensee or its agents, employees, licensees, invitees or patrons before end of lease term. Unless prior arrangements are made, Licensor is not responsible for any items left by Licensee or vendors after Event.

- **Helium-filled balloons are prohibited on the Shaw Center for the Arts premises.**

- **No open flame is allowed on the premises of the Shaw Center for the Arts, with the exception of Sterno only.**

ALCOHOL

- Alcohol sales and/or service for all Manship Theatre events MUST be handled through the in-house Manship Theatre Beverage Service.

- <u>All alcoholic beverage sales and/or service must cease thirty (30) minutes prior to the contracted event end time.</u>

DELIVERIES

- All equipment deliveries must be handled through the loading dock area. Manship Theatre deliveries are handled through the North Boulevard Loading Dock. All deliveries and retrievals of equipment shall be arranged in advance with members of Manship Theatre staff.

- North Boulevard Loading Dock may be used for deliveries, but parking in said dock is prohibited without permit. Permits can be requested by contacting Hayley Westphal at events@manshiptheatre.org, and issuance is at the discretion of Manship Staff. Violators will be towed immediately. Additionally, except for loading and unloading, the dock door must remain closed at all times.

- Deliveries must be scheduled ten (10) calendar days prior to the Event. Licensees must arrange for all deliveries to be made on the day of the Event, unless other arrangements have been made with Manship Theatre.

ADVERTISING AND PROMOTIONAL MATERIALS

Licensee shall be solely responsible for the preparation, placement, and cost of all advertising and promotion of its event at The Manship. All advertising and promotional materials must be approved by an authorized representative of Licensor and conform to the standards and requirements of the Licensor.

All advertising and promotional materials must be submitted to the Licensor for approval of content and design at least fourteen days (14) prior to the release to the public or placement in any media and must include the following language with regard to venue identification:

a. "Manship Theatre at Shaw Center for the Arts" for all Main stage productions.

b. "Hartley/Vey Studio Theatre at Manship Theatre" for all events in Hartley/Vey Studio Theatre.

c. "Hartley/Vey Workshop Theatre at Manship Theatre" for all events in the Hartley/Vey Workshop.

d. "Jones Walker Foyer at Manship Theatre" for all events held in the Jones Walker Foyer.

e. "The Gallery at Manship Theatre" for all events held in The Gallery at Manship Theatre.

If the materials are not submitted, the Licensor, in its sole discretion, may cancel this lease.
The Manship Theatre logo is only required on all Marketing and Advertising materials when the event is presented in partnership or when Manship Theatre is donating certain costs towards the event.

Licensee will not post literature, banners or notices of any kind on the stage, walls, drapes, or on any part of The Manship, interior or exterior, without the prior written consent of the Licensor.

Licensee is required to identify Manship Theatre spaces as described above prominently on ALL promotional and printed materials including newsletters, programs, advertisements, press releases, PSAs, promotional e-mails, social media, websites, etc. Failure to comply with this requirement will result in an additional $250 assessment per venue space, which will be added to the Final Settlement for event.

Licensee understands and consents to the Manship Theatre at Shaw Center for the Arts staff taking photo/videos of special events for the purpose of promoting Manship Theatre at Shaw Center for the Arts, and/or for documenting progress and archival purposes.

Digital Advertising may be requested through the Manship Theatre Marketing Department and is displayed 45 days prior to Event. All graphics will be electronic, displayed on a loop on Manship Theatre's 60-inch screen behind the Ticket Desk as digital advertising as well as screen located in the Jones Walker Foyer. Facebook advertising is also included. All items submitted to Manship Theatre must be high resolution and camera ready. Failure to provide such information by deadline will result in omission. The deadline for information including all logos and graphic images is 65 days prior to Event. Failure to provide this information timely may result in cancellation of Digital Advertising request. Submit all information to Hayley Westphal at events@manshiptheatre.org.

When digital advertising is requested a $70 fee will be added to the final settlement. The fee includes design and layout, and one (1) proof of the completed signboard. If the Licensee requires additional proofs and in-house design services, you will be charge the hourly graphic design rate. These rates can be found on the Rental Rate Information sheet. Designs and Layouts are at the discretion of the Manship Theatre graphic designer. If the Licensee has any specific requests, they must be submitted with the original graphic.

E-blasts may be ordered through Manship Theatre Marketing Department and are placed into the E-blast rotation at least two weeks prior to Event. All items submitted to Manship Theatre must be high resolution and camera ready. Failure to provide such information by deadline will result in omission. The Deadline for all logos and graphic images is 30 days prior to Event. Failure to provide this information timely may result in cancellation of E-blast order. Submit all information to Hayley Westphal at events@manshiptheatre.org.

When an E-blast is requested a $50 fee will be added to the final settlement. The fee includes design and layout, and one (1) proof of the completed signboard. If the Licensee requires additional proofs and in-house design services, you will be charge the hourly graphic design rate. These rates can be found on the Rental Rate Information sheet. Designs and Layouts are at the discretion of the Manship Theatre graphic designer. If the Licensee has any specific requests, they must be submitted with the original graphic.

BUILDING ACCESS

- During the Designated Time, Licensee will have general access to the area(s) of Manship Theatre designated in its Rental Agreement. Access to other areas may be provided upon a request submitted to Manship Theatre coordinator for the Event and in some cases, will require a separate agreement with the operator of that area.

- Food and drinks are prohibited in the LSU Museum of Art and Manship Theatre areas, outside of what is included in Event agreement. All cleaning and repair charges incurred by Manship Theatre as a result of any violation of this policy shall be charged to Licensee.

UTILITY CONNECTIONS

- All water, gas, electrical, sewage and other connections to Manship Theatre's facilities are to be performed by or with the review and prior written approval of Manship Theatre staff.

PARKING AND DIRECTIONS

- Public entrances to the Shaw Center can be made on Lafayette Street or on Third Street. The Hartley/Vey Studio Theatre also has an entrance on North Boulevard.

- Maps to Shaw Center are available upon request.
    - From Interstate 10 Westbound: Head West on I-10 and follow exit signs to I-110 North/ Downtown Baton Rouge. Exit at Convention Street (the first left Exit), which is exit 1-B. At the bottom of the ramp, continue on Convention Street for six (6) blocks until you reach Third Street.

    - From Interstate 10 Eastbound: After crossing the Mississippi River Bridge, take exit 155B to I-110 North/Downtown Baton Rouge/Business District. Exit at Convention Street (the first left Exit), exit 1-B. At the bottom of the exit ramp, continue on Convention Street for six (6) blocks until you reach Third Street.

    - From Interstate 110 Southbound: Take exit 1H, Laurel Street (a Left Exit). This exit curves to the right under the interstate. Continue straight on Laurel for five (5) blocks, until you reach Fourth Street. Take a left on Fourth Street and go one block to Convention Street. Turn right and go one block to Third Street.

- Manship Theatre does not have valet parking, nor is there a parking facility at Shaw Center for the Arts (SCA). Valet parking may be permitted but must be arranged independently by Licensee with the rental of a parking lot or garage to store vehicles during the Event. Licensee bears full responsibility for any claims, damages, or other liability arising out of valet services provided for the Event. No person or company associated with the valet services so provided will be considered an employee, agent or representative of Manship Theatre.

STREET CLOSURES

- Downtown events outside of Shaw Center for the Arts (SCA) sometimes involve the closing of Lafayette Street and North Boulevard, streets adjacent to Manship Theatre. Manship Theatre has no control over nor does it warrant that streets surrounding Shaw Center for the Arts will remain open for EVENT. For information concerning road closures, Licensees are encouraged to contact the Downtown Development District (downtownbatonrouge.org).

- Lafayette Street is a public city street and may require a permit for closure or any temporary blockage. Current street closure policies must be obtained by the Traffic Engineering office with the Department of Public Works.

TRASH AND CLEAN UP

- Trash cans are provided by SCA's janitorial staff. All waste is to be placed in the waste cans provided in the Event area. All trash must be removed from the building at the conclusion of the Event and placed in the dumpster provided on the Manship Theatre main loading dock. It is Licensee responsibility that MANSHIP THEATRE is left in its original condition at the conclusion of the Event. An event porter is required **for all events and rehearsals**. The porters handle general clean up during and after the Event, and the hourly charge of $32/hour for this service will be included on Licensee's Rental Quotation. Additional clean-up charges may be

incurred at the rate of up to $50/hour with a one-hour minimum. Licensor may charge Licensee for the use of the dumpster as deemed necessary by Licensor.

PHOTOGRAPHY

- Photographs or videos taken at Manship Theatre may not be reproduced or used commercially without written consent from the Executive Director, and when applicable, written approval from the individual subjects recorded is also required.

- Licensee must fill out and submit a Recording Agreement to Manship Theatre before Event Date if they plan to record any portion of the Event.

ENTERTAINMENT

- Any entertainment involved with the Event must be approved by Manship Theatre in advance. All band and entertainment personnel must meet with the Event Coordinator to review their electrical, lighting and other requirements at least ten (10) calendar days before the Event. Any amplified music may be subject to volume control at the discretion of the event coordinator or security staff.

- For Manship Theatre events ONLY, a 9ft Yamaha Concert Grand Piano is provided by O'Neill's Music House and must enforce strict guidelines for its use. See Addendum B: Facility Usage Pricing for rental and tuning fees. Piano use is determined on an individual basis with all arrangements made in advance.

TICKET OFFICE & TICKETING FOR MANSHIP THEATRE

- All Ticket Sales for events at Manship Theatre must be sold through the Manship Theatre Ticket Office. Failure to follow this procedure without prior approval will result in a $250.00 fine. A non-profit may sell their own tickets under certain circumstances with prior approval from Manship Theatre's Board of Directors. A Maintenance & Enhancement fee will be charged per each ticket sold.

- Everyone, regardless of age, must have a ticket to enter the theatre. No lap sitting allowed.

- If Event requires ticketing, a completed Show on Sale form must be signed by Licensee and submitted to Manship Theatre before tickets will be allowed to go on sale. 20 COMPLIMENTARY TICKETS per show are provided to the Licensee free of charge. Complimentary tickets ordered in addition to these initial 20 tickets may be purchased by Licensee at $2.00 per ticket. Reprints of complimentary tickets are $5.00 each. No Additional comps will be printed within 48 hours of event or be resubmitted for sale.

- No other discounts shall be honored without explicit written permission of the rental party, and any other external parties that may be involved. Manship Theatre Ticket Desk must be notified at least 48 hours in advance of the event date in order for the discount to be honored. The 10% group discount applies only to tickets within the same performance.

- Licensee does not have access to the Manship Ticket Office at any time. All questions regarding complimentary tickets, ticket sales, seating capacity or special requests should be directed to the Special Event Coordinator.

- The Manship Ticket Office is manned by Manship staff as paid personnel. Tickets can be obtained during normal ticket office hours, schedule of which is listed below.

  MONDAY: 9 a.m. - 4 p.m.
  TUESDAY - FRIDAY: 9 a.m. - 5 p.m.
  SATURDAY: 9 a.m. - 1 p.m.
  SUNDAY: Closed

Ticket Office fees are as follows:

$75/ticketed event – fee to staff will call during event
$50/ticketed event – fee to set-up in online ticketing system

Any changes to an existing ticketed event may result in a fine of $50/event.

- Ticket purchasers are charged the following at point of purchase. All advertised ticket prices should include these surcharges:
  Base ticket price
  $2.00 Building Maintenance & Enhancement Fee
  $1.00 fee per ticket purchased online, in person, or by phone

- A $250 administrative fee will be charged for cancelled/postponed events and/or performances which require ticket refunds or the re-printing of tickets.

- NO CONSIGNMENT TICKETING IS PERMITTED.

- NO RE-SALE OF TICKETS BY THE LICENSEE IS PERMITTED, INCLUDING COMP TICKETS.

Credit Card fees will be deducted from total ticket sales at time of settlement based on the ticket sales purchased with a credit card.

Non-profits are charged 0% tax on all tickets sales.

For-profits are charged 9.45% sales tax. The ticket patron will pay this tax at the point of sale.

LIAISON

- The Event Coordinator must be contacted at least thirty (30) calendar days prior to the event to confirm pre-arranged usage logistics. Manship Theatre will provide an Event Representative (House Manager) for your event needs while at Manship Theatre. It is required that all correspondence be between the MANSHIP THEATRE Event Coordinator and the designated representative of Licensee.

BUSINESS HOURS

- Manship Theatre Administrative Office business hours are Monday through Friday 9:00 a.m. to 5:00 p.m. Use of space after business hours must be scheduled in advance, and will carry the appropriate rehearsal or performance rates, as well as includes the presence of a Manship staff person at the applicable rate.

FURTHER AGREEMENTS

- Nothing contained herein shall require Licensor to repair, replace, or alter any part of Manship Theatre to conform to any requirements for the Event or otherwise. Licensor shall not be liable to Licensee for any damages occurring by reason of any defect in Manship Theatre or occasioned by any part thereof being or becoming out of repair or arising from curtailment of services, including utility serves, for any reason. Licensor shall not be liable to Licensee for any damages arising from activities of whatever kind at Manship Theatre or from any act or neglect of any occupants, Licensees or patrons of Manship Theatre or of any owners or occupants of adjoining property.

- Licensee shall not be entitled to assign this Agreement or enter into any form of sublicense, 'sublease', or similar agreement under any circumstance.

- Nothing contained herein, and no actions taken by the parties shall be construed as creating anything in the nature of a partnership, joint venture or joint undertaking of any kind between Licensor and Licensee, who are and shall remain independent contractors for all purposes.

- If there is any conflict or inconsistency between any provision of these Guidelines and the Facility Usage Agreement, then the stricter provision shall control.