

# USAGE POLICY



## PERFORMING ARTS CENTER

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## BUFFALO STATE

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## CONTACTS

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For questions related to marketing, programming, publicity, promotion, theatre calendar scheduling, and theatre rental.

**AUDIENCE SERVICES MANAGER-Dawn Pustelnik**

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For questions related to ticketing/box office, front-of-house matters, financial and contractual matters.

**PRODUCTION MANAGER/TECHNICAL DIRECTOR-Tom Kostusiak**

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For questions related to theatre technical matters.

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For questions regarding revocable permits, New York State policies, use of other campus facilities

Revised 7/14/16

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Welcome to the Buffalo State Performing Arts Center.

Arts and culture are the heart and soul of any community and they keep our lives vital and vibrant. With more than 125 events a year, the Performing Arts Center is very proud of the contribution it makes to arts and culture at SUNY Buffalo State and throughout Western New York.

## **INTRODUCTION**

This Usage Policy is part of the Rental Agreement/Revocable Permit for the Buffalo State Performing Arts Center [and its related spaces of SUNY Buffalo State (hereinafter referred to as "PAC") and the rules herein must be adhered to absolutely by USER(S) of the PAC.

Should USER be found in violation of any of the provisions of this Usage Policy, the PAC will immediately consider the Rental Agreement null and void and USER will forfeit all advance payments made to the PAC and be liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs.

The aforementioned Rental Agreement/Revocable Permit and this Usage Policy are the only agreement between the parties relative to the PAC and no oral statements or prior written matter shall have any force or effect.

The PAC spaces are managed by SUNY Buffalo State (hereinafter referred to as "BUFFALO STATE"), and obligations rendered to the PAC in this agreement must be rendered to BUFFALO STATE.

It shall be the responsibility of the USER to completely inform the proper representatives or employees of the USER concerning these rules and regulations. For clarification of individual rules, contact the PAC Director of Operations.

All organizations using the PAC must comply with all pertinent laws, regulations and codes of: the United States, the State of New York, State University of New York, Erie County, and the City of Buffalo. If you have questions or require further clarification please contact the PAC Director of Operations.

## **Section I: BASIC PROVISIONS**

### **1. FACILITY**

A. UTILITIES: The PAC will provide heat and air conditioning (where available) in compliance with Federal and University energy guidelines, electrical power, water, and a clean facility.

B. NON-TRANSFERABILITY: Space assignments made to a particular USER are made exclusively for that USER. Space assignments may not be given, traded, sold or otherwise assigned from one USER to another. If a USER relinquishes a date, the date reverts to the PAC and becomes subject to general scheduling availability according to the priority rankings and the established scheduling timetable.

C. ASSIGNMENT OF SPACES: PAC has sole authority to assign or re-assign space to USER in an alternate location. No PAC space shall be utilized by USER other than that expressly assigned in the Rental Agreement without authorization of PAC Management.

D. EQUIPMENT AND LIMITATIONS OF FACILITY: USER agrees that the PAC shall not be required to provide any equipment not specified as being part of its regular inventory. If any such additional equipment is required, USER shall be responsible for acquiring and paying for such equipment. In signing this Agreement, USER accepts all equipment and/or physical limitations of the Performing Arts Center.

## **2. COMPLIANCE WITH LAWS AND LICENSING**

A. **COMPLIANCE WITH LAWS:** No activities in violation of Federal, State, Local or State University laws, ordinances, rules or regulations or the opinion of the Board of Health shall be permitted on PAC premises, and it shall be the responsibility of the USER, while under the terms and duration of this Rental Agreement, to enforce this provision.

B. **LICENSE/PERMITS/COPYRIGHTS:** The USER shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by the Rental Agreement. The USER will assume all costs arising from the use of patented, trademarked, and franchised or copyrighted music, materials, devices, processes, dramatic rights or images used on or incorporated in the event or promotion of said event. USER agrees to indemnify, defend and hold harmless the PAC, SUNY BUFFALO STATE, BUFFALO STATE COLLEGE FOUNDATION INC., STATE UNIVERSITY OF NEW YORK and the STATE OF NEW YORK from any claims or costs, including legal fees, which might arise from the use of any such material described above. The PAC may require evidence of such licenses being in effect, such as ASCAP, BMI and SESAC, etc.

C. **FIRE/SAFETY CODES:** All sets, costumes, props, flashpots (pyrotechnics), laser lighting equipment, and any other materials used by the USER must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibit smoking, flammable decorations, and pen flames, and explosive or inflammable fluids, gases and compounds must be observed. The PAC may require written evidence that all such codes have been observed and that operators have the required license(s).

## **3. INDEPENDENT PARTIES**

It is expressly understood that this is a rental agreement and that except for the contractual obligations set forth herein, the PAC does not accept any responsibility for the supervision, direction, or control of services of USER's employees and/or representatives for the manner, means, and/or details by which USER's employees and/or representatives carry out the terms of this agreement. It is understood that the USER signs this agreement in the capacity of an independent contractor and not as an employee or agent of the PAC and USER agrees to assume all liabilities normally accruing thereto.

## **4. CONTRACT REVIEW**

PAC Management reserves the right to review all contracts related to the presentation of an event, including contracts between users and performers, speakers, subcontractors, managers and others. PAC Management may require changes to these documents to ensure compliance with PAC policies.

## **5. USER REPRESENTATIVE**

At the time of execution of the Rental Agreement, USER will furnish to the PAC the name, address, phone number, and email of the USER'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 PAC. If USER must change representative, the PAC Management shall receive written notification of the change not later than eight (8) hours prior to first day of use.

## **6. INSURANCE**

A. **PUBLIC LIABILITY:** All non-college USERS must present proof of appropriate liability insurance coverage to the SUNY Buffalo State Events Management Office no later than 30 days prior to first use specified in this Agreement, in which the State of New York, State University of New York, SUNY Buffalo State and the Buffalo State College Foundation, Inc. are named as additional co-insured in the amount of One Million dollars (\$1,000,000.00), covering: injury to persons, including those resulting in death, and property damage, including damage to the PAC, for all dates and times specified in this Agreement. For the purposes of liability insurance required to be carried, the PAC 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 in the facility and the USER shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the presentation of the event in the facility as distinguished from the operation of the facility.

B. INDEMNITY: USER assumes the risk of all damage, loss, costs and expenses, and agrees to indemnify and hold harmless the PAC, SUNY BUFFALO STATE, BUFFALO STATE COLLEGE FOUNDATION INC., STATE UNIVERSITY OF NEW YORK and the STATE OF NEW YORK, its officers, agents and employees from and against any and all liability, damage, loss, costs and expense which may accrue to or be sustained by the PAC, SUNY BUFFALO STATE, BUFFALO STATE COLLEGE FOUNDATION INC., STATE UNIVERSITY OF NEW YORK and the STATE OF NEW YORK, its officers, agents or employees on account of any claim, suit or action for the death of or injury to persons or destruction of property involving USER, its employees, agents and representatives, sustained in connection with this agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the PAC, SUNY BUFFALO STATE, BUFFALO STATE COLLEGE FOUNDATION INC., STATE UNIVERSITY OF NEW YORK and the STATE OF NEW YORK, or its employees acting within the scope of their employment.

C. DAMAGE PAYMENTS: The USER is responsible for all damage caused by any person associated with the production under their supervision. If the damage is not covered by the liability insurance, the USER will be held responsible for the costs. The additional charges will be included in the final invoice for payment. USER further agrees to leave the PAC premises in the same condition as existed prior to USER's event, excluding ordinary wear and tear. Any additional charges incurred because of an unusual amount of post-event cleanup will be borne by the USER. Pre and post-event inspection of premises by USER representative and PAC representative may be arranged. The PAC will not be responsible for any damage or loss to USER's property, or that of the USER's agents, employees, etc., no matter what the cause of such damage or loss.

## **7. SAFETY**

A. USER shall not obstruct the sidewalk in front of or the entrances to the premises, halls, stairs, lobbies, and audience chambers, nor allow the same to be obstructed in any manner. USER further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. The PAC shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal.

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 PAC Management.

C. USERS must adhere to all SUNY Buffalo State, State University of New York and State of New York safety policies and generally accepted standards applying to health, life, and fire safety. Questions may be directed to the Buffalo State College's Office of Environmental Health & Safety.

## **8. CANCELLATION**

A. CANCELLATION BY USER: Should USER desire to cancel this Agreement and if notification is given in writing to the PAC at least thirty (30) days prior to the first date of scheduled use, the PAC shall retain the advance deposit as liquidated damages, plus any additional expenses incurred, and the USER and the PAC shall be relieved of any further obligations under this Agreement. USER is responsible for full rental fee and PAC expenses if cancellation is within thirty (30) days of the first date of scheduled event. This money will be drawn from the 50% deposit provided when the signed contract is returned. In the event the USER 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 PAC shall be entitled to all payments due as if the contract had been fulfilled.

B. CANCELLATION NOTIFICATION: If an event must be cancelled after it is publicly announced, the USER will immediately notify the PAC Director of Operations in writing regarding the cancellation. USER is responsible for publicizing the cancellation through the normal publicity channels and posting appropriate notices. At the discretion of PAC Management, USER may also be required to furnish a representative to be at the event site at least one hour prior to the cancelled event's start time to inform those patrons who may not have otherwise been informed of the cancellation. If USER is unable to provide this representative, the PAC will do so at cost to the USER.

C. SUNY BUFFALO STATE and/or the PAC shall have the sole right to determine in good faith whether conditions of inclement weather or emergency circumstances warrant cancellation of an event. If SUNY BUFFALO STATE is closed due to emergency conditions the event is automatically canceled. For College snow closing information call 878-5000, online at suny.buffalostate.edu or tune to WBEN 930AM radio or WKBW Channel 7, WIVB Channel 4 or WGRZ Channel 2.

D. EXCUSABLE NON-PERFORMANCE: 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 USER shall be responsible for pro rata rental fees and actual out of pocket expenses incurred by the PAC or which the PAC is obligated to pay as of the date of the event.

- 1) Destruction of the HALL or PAC, including any physical damage which, in the sole opinion of the PAC, renders use of such space unsafe or impractical.
- 2) Destruction or any physical damage to equipment to be used or needed by USER, which in the sole opinion of PAC, renders the use of HALL or PAC unsafe or impractical.
- 3) Any act or regulation of public or governmental authority, which, in the sole opinion of the PAC, renders performance under this Agreement impossible or impractical.
- 4) Any labor difficulties, civil tumult, strike, epidemic, or other cause, beyond the control of the parties, which, in the sole opinion of the PAC, renders performance under this Agreement impossible or impractical.

#### **9. INTERRUPTION OR TERMINATION OF EVENT**

The PAC 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 judgement of the PAC, such act is necessary in the interest of public safety.

#### **10. FINANCIAL**

A. NON-PROFIT STATUS: Non-profit organizations shall submit to the SUNY Buffalo State Events Management Office proof of 501(c)(3) non-profit status (when applicable) upon return of signed rental agreement. The non-profit organization's name on the 501(c)(3) document must match the name on the rental agreement. Documentation will be kept on file by the PAC, although the PAC may require re-filing from time to time.

B. REHEARSAL: All rehearsals must be scheduled and made part of the Rental Agreement. For any event, only production personnel and USER representatives authorized by the PAC will be permitted in the rented space during rehearsal. After consultation with the USER, the PAC reserves the right to assign rehearsal space in a location other than the Hall. ***The PAC is not intended to be a rehearsal space.*** The Director of Operations has the right to limit the amount of rehearsals requested by the USER.

C. STAFF: PAC Management shall have final authority to determine the staff necessary for an event, including: security, concessions, and any other activities associated with event. USER will be charged for staff as determined by PAC Management.

D. CONCESSION SALES: PAC Management has sole and exclusive authority to sell refreshments at any event in the PAC. PAC shall have the right to sell its own merchandise at any performance. You must apply in writing to the PAC Director of Operations for permission to sell concessions and/or merchandise or to conduct fundraising or promotional activities on the premises.

E. MERCHANDISE SALES (Commercial Users): For the privilege of the sale of merchandise, PAC will receive 20% of the gross collected, in cash, at the end of the event. If PAC is required to provide sales personnel, then the percentage of gross sales to be remitted to the PAC will increase to 25%. All amounts payable under this provision shall be payable in cash to the PAC at the conclusion of the engagement. A member of the PAC staff will inventory merchandise prior to and following sales. Vendors must arrive no later than two hours prior to the scheduled start time of event.

F. MERCHANDISE SALES (Non-Profit Users): A per-performance fee will be charged for any merchandise, concession or fundraising activity held on the premises.

G. ROYALTIES (THIRD PARTY): Any royalty fees to BMI, ASCAP or SESAC and/or dues to AGVA, AFTRA or other union dues which may be required are not the responsibility of the PAC, SUNY BUFFALO STATE, BUFFALO STATE COLLEGE FOUNDATION INC., STATE UNIVERSITY OF NEW YORK or the STATE OF NEW YORK. The USER hereby indemnifies the PAC, SUNY BUFFALO STATE, BUFFALO STATE COLLEGE FOUNDATION INC., STATE UNIVERSITY OF NEW YORK and STATE OF NEW YORK therefore.

H. PAYMENT DEADLINES:

1) An advance deposit, as specified in the Rental Agreement is required to confirm reservations for all events. The PAC reserves the right to cancel this Agreement if the timing of payments is not in accordance with the terms set forth in the Rental Agreement, and USER waives the right to receive refund of previously paid deposits.

2) The PAC will provide a box office report and final expense report to the USER within ten (10) working days following the last day of use under this Agreement. Payment of the 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 PAC 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: "BSC Foundation/PAC" and mailed to the Director of Operations, Buffalo State Performing Arts Center, SUNY Buffalo State, Rockwell Hall Room 210, 1300 Elmwood Ave., Buffalo, New York 14222. Payment can also be made via credit card but will be subject to a bank credit card fee as specified on the rate sheet. *Advance draws against box office receipts are not permitted.*

3) Any USER with an outstanding balance owing to the PAC will not be permitted to reserve a date on the PAC calendar for a future event until the outstanding balance is paid in full.

I. REFUNDS: Should there be a cancellation, postponement, or any problem which would require refunding of ticket income, refunds will be handled by the USER according to a plan established by the USER and pre-approved by PAC Management. USER agrees that the PAC shall only reimburse the amount due to ticket holders whose tickets were purchased at the Rockwell Hall Box Office, and then only to the extent the PAC is holding ticket proceeds in excess of the amounts owed the PAC by the USER.

J. SOUND SYSTEM AND LIGHTING: The use of any special lighting, sound or other staging requirements beyond that included in the list of regular inventory will be charged to the USER.

K. SUPPLIES USAGE: Shop supplies required in staging events will be charged to the USER.

**11. PARKING**

Parking is not permitted in the "Service Area", "Loading Dock", or service roads unless arrangements are made in advance with PAC Management. All vehicles parked on campus before 7:00 PM weekdays must display a registered SUNY Buffalo State 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. Personal vehicles must be parked in regular lots with appropriate hang-tag.

**Section II: TECHNICAL**

**1. STAGE PERSONNEL**

A PAC Production Manager is required for all events occurring on stage. All stage crew personnel will be provided by the PAC. The number required and scheduling of stage crew personnel for a particular event is determined by the PAC Production Manager, and may vary from event to event based on the Production Manager's perception of an organization's needs. ONLY authorized personnel are allowed to operate any PAC owned equipment. Equipment, staffing and schedule changes will be communicated by the USER to the PAC Production Manager. USER shall provide identification and/or complete lists of all persons to be allowed in the backstage area. This list must be provided by load-in time and approved by the PAC's Production Manager. Members of the PAC professional technical supervisory and stage crew staff shall be present on any and all occasions when PAC performance venues are utilized.

The minimum stage crew for a performance is as follows: One (1) Production Manager and three (3) crew members (who will serve as audio and lighting operators and stagehands)



## **2. UNIONS**

The PAC's full-time professional staff are represented by United University Professions (UUP). The PAC is not an IATSE facility. No other union contracts may take precedence over UUP, CSEA, NYSCOBIA and Council 82 on campus.

## **3. REPRODUCTION**

A. USER agrees that no recording, either visual or audio, of any kind will be made of the event covered by this Agreement without prior approval from the PAC Management and the express written consent of any ARTIST(S) involved in this event.

B. In the event that the USER wishes to have the event recorded, broadcast, televised or otherwise extended beyond the PAC, USER agrees that all time necessary for the installation, operation, and removal of all necessary equipment in the PAC will be accommodated within the time allocated by this Agreement. All installation, operation, and removal must meet generally accepted safety practices and standards and meet with the approval of the PAC Production Manager. All costs relative to such installation, operation and removal shall be borne by USER. PAC shall not receive any fee, remuneration or compensation for any such extension of performance. PAC shall be acknowledged in a mutually agreed upon fashion.

## **4. DELIVERY OF GOODS**

A. Sets, costumes, and other materials belonging to the USER delivered prior to contracted time will not be accepted by the PAC staff without written arrangements and additional charges to the USER. The PAC makes no guarantee that space will be available to receive materials arriving early.

B. The PAC will not accept any goods shipped to the PAC for the USER, or for any person claiming to be acting for the USER, if any sum is to be paid the carrier upon delivery thereof.

## **5. SOUND/LIGHTING CONTROL**

The PAC's Production Manager must approve the sound and lighting control board operator(s) and may require that trained PAC stage crew work these positions. PAC Management reserves the right to control the final equalization and volume of sound for any event. Sound levels within the theatre shall not exceed 100db at any location within the space.

## **6. SET-UP AND STRIKE**

All set-up and strike time must be scheduled and made part of the Rental Agreement. If allotted time is exceeded, USER will be charged for all additional time. USERS of sets, props, pedestals, art works, theatrical equipment and related materials in the PAC are expected to remove these items immediately following the conclusion of their event, and return the spaces to their pre-event condition. All soft goods, equipment, and tools must be returned to their proper location and be in good working order. The stage floor must be cleared of tape and swept clean. The control booth must be restored to pre-event condition. In the event that a USER fails to remove the referenced materials immediately following the conclusion of their event, the USER shall be liable for the cost of removal and storage by the PAC. The PAC shall not be liable for any damage to property so removed. The PAC Production Manager is solely authorized to determine whether a strike meets the requirements as stated.

## **7. STAGE PREPARATION**

All tape used on the stage surface must be light adhesive and approved for use by the PAC's Production Manager. The USER shall not allow nails, tacks, screws or similar articles to be driven or placed in any part of the premises without prior approval by the PAC's Production Manager. The operation of the flying system is under the control of trained PAC staff member(s). Spike marks must be ribbon, not masking tape. All tools and/or loose objects must be secured when going to the loading rail, grid, lighting positions or up any ladder.

## **8. REHEARSAL/TECHNICAL REHEARSAL**

A rehearsal is defined by the use of only stage work lights with one PAC stage crew on duty. There will be no use of production equipment including but not limited to stage lights, sound system, the lighting booth, etc. during a rehearsal. A technical rehearsal is defined by the use of all required stage crew as

determined by the PAC Production Manager and the full use of contracted production equipment. Events for which tickets are issued or an admission fee is charged are not considered rehearsals and will be billed as performances.

#### **9. SUPERVISION/RESTRICTIONS**

No rigging or stage equipment shall be used or changed without the prior knowledge and approval of the PAC Production Manager. All rigging will follow accepted theatre practices. No painting is allowed on stage at any time. All stage equipment used in connection with any event shall be approved by the PAC Production Manager, and shall be paid for by the USER. PAC Management reserves the right to restrict or prohibit the loan or rental of equipment outside the building.

#### **10. ARTIST HOSPITALITY**

Service of all alcoholic beverages requires approval of the University Alcohol Review Board. Local, State, and Federal Law prohibit the unlawful possession and/or distribution of controlled substances; stimulants, LSD, hallucinogenic substances, and marijuana. Individuals (artist(s) and/or crew) found in violation of either the PAC's prohibition on possession and/or distribution of any controlled substances or non-approved alcohol are subject to immediate removal and arrest from PAC premises by University Police.

#### **11. TIME**

Time shall be of the essence in this Rental Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the PAC, and all such additional time shall be paid for according to the schedule of fees fixed by the PAC, if such permission is granted.

#### **12. KEYBOARD USAGE AND TUNING SERVICE**

Use of pianos and other musical instruments owned by PAC must be requested a minimum of two weeks in advance. A fee will be charged for the tuning(s) and usage of piano(s) and other musical instruments. Additional lead-time may be needed if an event will utilize more than one instrument or will necessitate moving an instrument to or within the PAC. Assignment of instruments is at the discretion of the Production Manager and will be based on performance criteria, tuning and service requirements, and scheduling considerations. USER is responsible for damage to any musical instruments provided by the PAC for their use. Specifically prohibited are: attaching or fastening anything to pianos, removing lids from pianos, preparing pianos or nontraditional performance techniques requiring manipulation of any interior parts of the piano, striking any part of the piano, etc.

#### **13. SMOKING**

Smoking is prohibited on the campus of SUNY Buffalo State. Smoking on stage is allowed only when specified in the script. If the script calls for smoking or the use of any fire, prior written approval must be obtained from PAC Management.

#### **14. SEATING ON STAGE**

The USER will not permit or cause to permit audience seating on the stage, stage wings or in the aisles. The maximum occupancy of the stage area (wall to wall, including wing areas) is 50.

#### **15. EQUIPMENT AND LIMITATIONS OF FACILITY**

USER agrees that the PAC shall not be required to provide any equipment or expendables not specified as being part of its regular inventory. If any such additional equipment or expendables are required, USER shall be responsible for acquiring and paying for such equipment. In signing this Agreement, USER accepts all equipment and/or physical limitations of the PAC.

### **Section III: HOUSE**

#### **1. HOUSE MANAGER**

PAC will furnish at each event a House Manager to supervise the overall facility and event operation. The authority of the PAC House Manager is absolute with regard to times of opening the House, start of the

program, length of intermission, safety of staff and audience and protection of the facility. The PAC House Manager will be on duty 90 minutes before curtain and will remain on duty until the house is clear.

## **2. HOUSE STAFF**

All front of house staff will be provided by the PAC. The PAC reserves the right to engage and supervise, through its House Manager, the services of all ushers, ticket-takers, additional ticket-sellers, and any other personnel deemed fitting and necessary (including the quantity, appearance, training, etc.). If a client wishes to augment PAC front of house staff with volunteers they must apply in writing to the PAC Director of Operations.

## **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 theatre 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 PAC, will be made by PAC and will be billed to the USER. USER shall provide to the PAC House Manager a list of names of personnel to be admitted to non-public spaces and provide those personnel with a lanyard, pass or other means of identification. Only those persons with proper identification will be admitted. University Police is responsible for all law enforcement and security at the PAC. All security requests must be reviewed and approved by the Chief of University Police or their designee. University Police is the exclusive source for providing security at all events on the properties owned and operated by SUNY Buffalo State. The use of external security agencies is prohibited.

## **5. CONCURRENT USE**

During the dates and times specified in the Rental Agreement, the PAC reserves the right to make available other public areas of the PAC and campus, including but not limited to lobby, vestibules, hallways, box office, classrooms, parking lots, for concurrent use by another USER, provided that such use will not unreasonably interfere with the use covered by this Agreement.

## **6. CONCESSIONS/MERCHANDISE SALES**

A. PAC Management has sole and exclusive authority to sell refreshments at any event in the PAC. PAC shall have the right to sell its own merchandise at any performance. The USER must apply in writing to the PAC Director of Operations for permission to sell concessions and/or merchandise or to conduct fundraising or promotional activities on the premises. A per-performance fee will be charged to non-profit users for any merchandise, concession or fundraising activity held on the premises. Commercial users will be subject to revenue sharing as detailed in Section I, Item 10E. No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of PAC Management.

B. Souvenir programs, librettos, records, periodicals, books, magazines, newspapers, novelties or photographs remain under the control of the PAC and SUNY BUFFALO STATE. USERS obtaining permission from PAC Management 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. USERS not possessing a valid Certificate of Authority must make arrangements to have their items sold by an authorized PAC representative who will collect the required sales tax, in addition to the PAC commission (see: Section I, Item 10D "Concession Sales" for financial information relative to concessions). 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 loud hawking. PAC Management reserves the right to prohibit the sale or display of items. A member of the PAC staff will inventory merchandise prior to and following sales. Vendors must arrive at least two hours prior to the scheduled start time of event.

C. Barnes & Noble at SUNY Buffalo State has the exclusive right for the selling of any published printed material on the SUNY Buffalo State campus.

## **7. DISPLAYS/SIGNAGE**

No signage or display material may be adhered to the wall using any type of materials that cause residual damage, including all adhesives. Displays may be located in the theatre and lobby only with advance approval of PAC Management. All banners/signage will be delivered no later than 24 hours before the first scheduled performance and will be hung by PAC staff. Any unauthorized displays or postings will be removed. The use of confetti, glitter or any other type of projectile is strictly prohibited in the theatre and lobby. Any damages caused by either the posting or removal of displays, or additional cleaning required from the use of projectiles, whether authorized or not, will be charged back to the USER. Helium balloons are not permitted in the theatre.

## **8. CATERING**

USER must utilize a licensed caterer to provide food and beverage service in the PAC. Service of all alcoholic beverages requires approval of the University Alcohol Review Board.

## **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 PAC premises without first obtaining written permission of PAC Management.

## **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 PAC except for those animals assisting in the normal daily activity of individuals (e.g. guide dogs for the blind). Animals used in performance may be brought into the PAC, with advance approval from PAC Management, only during actual rehearsal or performance.

## **12. SEATING CAPACITY**

The PAC has a seating capacity of 856 for each performance. Capacity may vary due to special equipment or staging requirements that may necessitate blocking some seats from being sold. The removal of seats from capacity is at the discretion of the PAC Director of Operations.

## **13. LATE SEATING**

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

## **14. OBJECTIONABLE PATRONS**

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

## **15. SMOKING**

Smoking is prohibited on the campus of SUNY Buffalo State.

## **16. FOOD AND BEVERAGES**

Food and beverages are prohibited in the PAC with the following exceptions:

1. Food or beverage consumed on stage as called for in the script
2. In specifically designated areas as part of a reception, meal or concession with prior approval of PAC Management.

## **17. CAMERAS, AUDIO, VIDEO EQUIPMENT**

The private use of any type of camera, with or without flash, and the private use of audio recorders is prohibited by law. No audio or video equipment of any kind is allowed in the theatre. All such equipment should be checked with the Box Office or the House Manager at the door (a claim ticket will be issued) and can be picked up at the conclusion of the performance. For certain events, such use of cameras

and/or audio recorders may be arranged in advance by mutual agreement between the artist(s), the USER and the PAC Management. The use of cameras, audio, and/or video equipment by members of the press or official University departments requires advance permission of the USER, artist(s) and the PAC Management. Arrangements should be made as far in advance as possible. Placement of audio and video equipment, and the locations from which pictures may be taken, shall meet the approval of the PAC House Manager.

#### **18. 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.

#### **19 ADDITIONAL ACTIVITIES**

Any receptions, presentations, awards ceremonies, etc. that are to take place in the lobby prior to or following a performance must be communicated in writing to the House Manager at least forty-eight hours prior to the event. Any USER in violation will be charged an additional fee.

#### **20 EMERGENCY MEDICAL TREATMENT**

All expenses for ambulance service or emergency room charges at a hospital will be the responsibility of the person so treated. PAC staff members who are made aware of an injury to a performer or audience member are required to inform University Police.

### **Section IV: PUBLICITY/PROMOTION**

#### **1. HOUSE PROGRAM (PLAYBILL)**

A. PAC reserves the right to distribute to audiences, announcements, literature, marketing collateral materials concerning future attractions to be held at the PAC, whether or not such attractions are under the auspices of the USER or otherwise.

B. USER must have prior approval of PAC Management for in-house distribution of all slingers pamphlets, posters, or any other type of advertisement or promotional material.

#### **2. PROMOTION/PUBLICITY**

A. USER shall not advertise or cause to be advertised, nor shall it publicly disclose, through publication or otherwise, that it shall present a performance or event or conduct any activity at the PAC, until the Rental Agreement is executed by all parties according to the terms set forth and deposit has been received by PAC.

B. USER is responsible for advertising the event/performance. The PAC reserves the right to review and approve or reject advertising copy prior to publication. USER 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, sexual orientation, or national origin.

C. Unless event is officially (co-)sponsored by the College, USER shall not publicize event in any manner which may lead to the perception that the event is being (co-)sponsored by the PAC, SUNY BUFFALO STATE, BUFFALO STATE COLLEGE FOUNDATION INC., STATE UNIVERSITY OF NEW YORK or the STATE OF NEW YORK. USER is prohibited from using the SUNY BUFFALO STATE or PAC logo in any manner and on any printed material without the expressed written consent of SUNY BUFFALO STATE or the PAC respectively.

D. USER may use the name of the facility and the College solely in connection with the event for informative purposes and to publicize and advertise the location of the event/performance. The space shall be identified as "Buffalo State Performing Arts Center" and the campus as "SUNY Buffalo State."

E. USER shall provide PAC Management 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. In order to publicize the event on the PAC website ([www.buffalostatepac.org](http://www.buffalostatepac.org)) USER shall provide PAC Management with a short paragraph describing the event, as well as a high resolution photo, mp3 and video link of performer(s).

### **3. MARKETING GUIDELINES & PROCEDURES**

A. "On sale date", to be agreed upon by all parties, will not be announced until signed rental agreement is in-house and all appropriate deposits have been received.

B. All event information is to be given to the PAC Administrative Office in writing no later than ten (10) business days prior to "on sale date" and must include:

- \* Name, address and phone number of contact
- \* Ticket prices, including all discounts
- \* Group sales information -- discount and contact person
- \* Ticket requests, holds, VIP seating, technical skills

C. The PAC reserves the right to limit the number of discounts to six (6) per event.

D. The PAC Box Office will not allow double or triple discounts.

E. A hard copy of each discount voucher or coupon, where applicable, must be provided to the box office no later than ten (10) business days prior to the "on sale date."

F. Price breaks -- use of preferred standard PAC recommended breaks is preferred. Any variation to accommodate presenter requires an additional ten (10) business days to build.

G. All advertising copy related to an event must include the following information: Date and time of event, Location: Buffalo State Performing Arts Center, Tickets: Rockwell Hall Box Office, (Mon.-Fri. 9am-5pm) Charge by Phone at 878-3005, [www.buffalostatepac.org](http://www.buffalostatepac.org). Radio copy must read: To charge tickets call 878-3005! TV copy must read: Chyron Date of event, Buffalo State Performing Arts Center, 878-3005 Chyron End.

H. All print copy must be forwarded for approval to the PAC administrative office prior to printing at [rhpac@buffalostate.edu](mailto:rhpac@buffalostate.edu). Print advertising, discount vouchers, coupons, posters or flyers not approved by the PAC will not be honored at the Rockwell Hall Box Office. Turn around time for print approval may take up to or later than 24 hours.

I. Any advertising or print materials appearing before a contract is signed and proper deposits are paid will not be honored.

J. USERS are strongly encouraged to use the official PAC logo in all applicable advertising. The logo can be obtained by contacting the PAC offices.

## **Section V: TICKETS AND BOX OFFICE**

### **1. TICKETING**

The PAC has a full service Box Office. USER is required to utilize the PAC's Box Office and its ticketing services. USER will be assessed a per-performance fee for ticketing services as specified in the Rental

Agreement. PAC Box Office tickets must be used for all events to ensure that maximum capacity of the theatre is not exceeded. For events with no admission charge, USER will be responsible for the cost of PAC Box Office printing a specified quantity of numbered tickets for distribution by USER. The USER MAY NOT have tickets for their event printed by an outside vendor. The PAC reserves the right to determine if an event is ticketed. The PAC further reserves the right to determine if a ticketed event is general admission or reserve seating. Tickets will not go on sale until the signed rental agreement is in-house and all appropriate deposits have been received.

## **2. COMPLIMENTARY TICKETS/HOUSE SEATS**

It is hereby agreed that for every performance held at the PAC, PAC Management is entitled to receive 12 complimentary tickets in a mutually agreed upon location. The Box Office shall set aside a specified number of tickets as "house seats." The location of the house seats shall be determined by PAC Management. Seats noted above cannot be released or sold without the express permission of PAC Management. The primary purpose of the house seats is to rectify reservation errors and seating problems; at the discretion of the PAC Management, they may also be issued to VIPs and special guests for sold out events. PAC will use discretion in distribution and/or sale of complimentary and house seats and will account to USER for their use.

## **3. TICKET PRICING**

A minimum of ten (10) days prior to the first date tickets are made available for sale, USER shall provide in writing to PAC Box Office Manager all applicable information regarding ticket pricing and discounts. A copy of any discount coupon(s) shall be included with this information.

## **4. DESCRIPTION OF EVENT**

USER agrees to provide the PAC Box Office prior to the first day of public ticket sales, a short and accurate written description of the performance containing: length of acts or sections, synopsis of plot, specific musical works, some biographical information on artist(s), when intermission occurs and their approximate length, when event is to be over, any special sight line or acoustical variation, etc. and/or whatever, in USER's judgement, a patron might typically wish to know about the event.

## **5. HOURS OF OPERATION**

PAC Box Office will maintain regular weekly business hours. On performance days the PAC Box Office will remain open until first intermission or for thirty minutes after curtain time, whichever is less. For performances with no intermission, the PAC Box Office will remain open 30 minutes after curtain time. On weekends, the PAC Box Office will be open one hour before event time. Access to the PAC Box Office is restricted to authorized personnel only.

## **6. AUDITS**

A. EVENT AUDIT: Event audit will be taken during event immediately after closing the PAC Box Office. USER Representative may observe audit if desired. If USER Representative is not present, USER agrees to accept Box Office event audit as presented by PAC. Event audits will be based on PAC's ticketing system report.

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

## **7. TICKET ORDERS**

Ticket orders may be placed over the phone (716-878-3005), and a flat surcharge, retained by the PAC, will be added to the total of each order. Tickets orders may be placed online at [www.buffalostatepac.org](http://www.buffalostatepac.org) and a percentage surcharge, retained by the PAC, will be added to the total of each order.

## **8. CREDIT CARDS**

The PAC Box Office accepts the following credit cards: VISA, Master Card, American Express and Discover. The Box Office complies with all state and federal laws regarding the confiscation of stolen, lost or canceled credit cards. USER shall bear the service charge costs for tickets for the USER's attraction, at a percentage fee specified on the rate sheet, and shall bear responsibility for any charges which are uncollected.

## **9. PERSONAL CHECKS**

The PAC Box Office does not accept personal checks.

## **10. REFUND OF TICKET REVENUE**

PAC retains the right to make determination of ticket refunds for cause. 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 USER. Deadlines for refunds will be advertised in media by USER. Refunds should be given where the tickets in question were purchased. If there is any question whether ticket was discounted or not purchased at the PAC Box Office, the Box Office will make the determination concerning the amount to be refunded

## **SECTION VI: PATRON SERVICES**

### **1. BOX OFFICE**

A. The Box Office is located on the main floor of Rockwell Hall. Cash, Bengal Bucks and all major credit cards are accepted at the Box Office window. To order tickets by phone call 716-878-3005. The PAC Box Office can make tickets available for sale online at [bufflostatepac.org](http://bufflostatepac.org). The PAC maintains a no-refund, no-exchange policy.

B. WILL CALL: The Box Office opens one hour before performances. The Will Call/Paid Reservations location will also open at that time. Proper identification (including credit card) is required for all prepaid tickets.

C. DISCOUNTS/COUPONS: Limit of two tickets per discount with valid identification or relevant coupon at the PAC's Box Office only. No double discounting.

### **2. PARKING**

The PAC will request a no tagging order for vehicles parked on campus starting two hours prior to curtain time. This no tagging order allows for parking without a permit in faculty, staff, and student parking lots. It does NOT apply to metered or reserved spots. If parking is needed earlier the USER can request parking permits. A request for parking permits must be received by the PAC at least 72 hours in advance. The campus hosts many events and parking is on a first-come, first-served basis.

### **3. PATRONS WITH DISABILITIES**

The PAC 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 patrons with special seating needs arrive at the PAC at least 30 minutes prior to show time. The entrance off of LOT I-30 is equipped with power doors and an elevator for easy accessibility. Personal Listening Devices are available free to patrons for most performances. These devices can be obtained at the box office before the performances. Parking for persons with disabilities is available at various locations, including spaces in Lot I-30, R-2, R-3 and R-4.

### **4. EMERGENCIES**

In case of emergency, contact the House Manager or nearest usher. If a patron needs to be contacted during a show, they can be reached by calling 716-878-3005.



## **5. FIRE NOTICE**

In the event of a fire or other emergency, please walk to the exit and follow directions of the house staff.

## **6. RULES/RESTRICTIONS**

All cameras and recording devices are prohibited. Patrons are asked to turn off all cellular phones and electronic devices. 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. We would also greatly appreciate having wristwatch alarms turned off. For ticketed events every patron regardless of age requires a ticket.

## **7. CONVENIENCES**

A. **SMOKING:** Smoking is not permitted anywhere on campus.

B. **FOOD AND BEVERAGES:** Food and beverages are not allowed inside of the theatre.

C. **CONCESSIONS:** Refreshments will be available at certain performances in the lobby.

D. **COAT CHECK** services are not available.

E. **LOST AND FOUND:** Items found in the PAC will be held in the box office and in the PAC Administrative Offices (Room 210) during the day. Items can be recovered with appropriate identification (if necessary). The PAC will make reasonable effort to locate the owner of the goods. The PAC assumes no responsibility for damage caused by the loss of the item. Items not claimed within 30 days will be discarded.

G. **REST ROOMS:** Rest rooms are located in the lobby. Patrons using wheelchairs are accommodated with accessibility in all rest rooms, as well as accessible drinking fountains. Additional rest rooms are available in the lower level of Rockwell Hall.

H. **CHILDREN:** Children will form the audiences of tomorrow, so we enjoy having them in the PAC today. 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. Babes in arms are not allowed in the theatre.