



POLICIES AND PROCEDURES FOR THE USE OF DOROTHY I. SUMMERS THEATRE

Please read the following policies carefully before using The Dorothy I. Summers Theatre.

Master Calendar:

The Dorothy I. Summers Theatre Director will maintain a current school term master calendar, from July 1 through June 30 and will accept reservations in the following priority: ECU Fine Arts events, ECU sponsored events, ECU Student Organization Events, Non-profit educational events in the fine or performing arts, Non-profit educational events, Commercial events, Non-profit, non-educational events.

Reservations may be made within the University up to two years in advance. General public reservations may be made up to one year in advance. Reservations will otherwise be made on a “first come, first served basis” with management retaining the right to make changes when necessary. Unless otherwise specified in writing, management shall maintain the right to schedule other events both before and after any currently contracted or tentatively scheduled events, without prior notice to the lessees involved.

Requests:

Events will be scheduled and reserved on a tentative basis until such time as there is a second request for use of the same space at the same point in time, at which time the individual or organization first requesting such date will be asked to complete the Facility Use Contract and submit the cleaning deposit as stated on the fee schedule. Please complete the facility use contract and return it and your cleaning deposit to the Dorothy I. Summers Director sixty (60) days prior to the performance. If the performance is requested less than 60 days prior to the event, the contract and deposit will be due at the time requested; no less than ten (10) business days in advance. Do not sign a talent contract or advertise your program until you have been approved with a facility use contract, and your deposits have been submitted. All deposits are non refundable unless the agreement for use of the facility is cancelled in writing at least ten (10) business days prior to the event. If an event is cancelled less than ten (10) business days prior to the event, the deposit, minus a fifty percent (50%) fee, will be returned to the lessee.

Rates:

The Dorothy I. Summers Theatre Management reserves the right to adjust rental rates when service levels change or when the best interest of East Central University would be served. Rates can be found on the current fee schedule. Payment in full of all known charges is due at least ten (10) business days before the event. Additional charges that may develop because of changes in equipment, personnel or facility use will be billed to the lessee and due within seven (7) business days of receipt of invoice.

Insurance:

All individuals and organizations, except those of East Central University, shall furnish the Dorothy I. Summers Theatre Director with a certificate of insurance at least ten (10) days prior to the event verifying there is a policy in force naming the lessee as insured and which also contains the following language: “*East Central University is named as additional insured with respect to all activities by (lessee) held on the premises of the Dorothy I. Summers Theatre pursuant to insurance policy number -----.*” Such insurance shall provide for a minimum public liability insurance of \$1,000,000 per occurrence; said policy shall

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also provide for a 10 day written notice to East Central University prior to cancellation or any material modification of the insurance policy.

Licenses:

All individuals and organizations shall obtain all permits and licenses required by the laws, ordinances, and rules including licenses to perform all copyrighted material. The Dorothy I. Summers Director, either prior or subsequent to a performance, has the right to require any lessee to furnish satisfactory evidence that such licenses have been obtained. Additionally, the lessee will fully indemnify, defend and hold harmless East Central University and all of its agents and employees, for any claims, damages or costs including attorney fees growing out of lessee's infringement or violation of said copyright laws and regulations.

Objectionable Persons and Ejection:

The Dorothy I. Summers management reserves the right to eject or cause to be ejected from the premises of the Dorothy I. Summers any objectionable person or persons, provided that neither the city of Ada nor any of its officers or agents or employees shall be liable to any lessee for any damages that may be sustained by such, less subsequent to the exercise of such right by the Dorothy I. Summers Director or designated representative. The term "objectionable persons" shall include those persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of ECU policy, city, state or federal law, make the normal and proper conducting of business or an event or the enjoyment by others of such an event difficult or impossible.

Adult Supervision:

A lessee will be required to supply a sufficient number of adult supervisors to monitor behavior of participants in backstage areas (at least one adult for every 5 children) and the lessee will assume full responsibility for actions of their personnel involved in events. Visitors are not allowed backstage, in the dressing rooms, or in the make-up rooms before or during rehearsals or performances. If a visitor is discovered to have caused any damages to the facility or equipment, the lessee will be responsible for the replacement of damaged items and will be billed for the cost to replace or repair. Children must be supervised at ALL times.

Each lessee shall be responsible for enforcing decorum regulations in regards to participants during such time as lessee is utilizing the Dorothy I Summers theatre pursuant to a fully executed Facility Use Request. The failure on the part of the lessee to enforce these regulations with its personnel shall constitute a breach of such lessee's lease agreement and may, at the sole discretion of management, be deemed cause for termination of such contract, in which case all advance deposits previously paid shall be presumed to be damages sustained by East Central University and such deposits become the property of the Dorothy I Summers Theatre and shall not be refunded. Such failure will also adversely affect the ability of such lessee to obtain future contracts for the use of the Dorothy I. Summers Theatre.

Forbidden Substances and Tobacco:

State law prohibits the possession, sale or consumption of alcoholic beverages and drugs on state property. A no-tolerance policy on alcohol and drugs is upheld on all East Central University property. All university, local, state, and federal laws will be enforced by the East Central University Police Department.

The use of tobacco products is prohibited in all areas of the Dorothy I. Summers Theatre including but not limited to the seating area of theatres, lobbies, vestibules, restrooms, elevators, stairways, green room, backstage hallways, dressing rooms and other areas.

Each lessee shall be responsible for enforcing tobacco regulations during such time as lessee is utilizing the Dorothy I. Summers Theatre pursuant to a fully executed Facility Use Request. The failure on the part of the lessee to enforce these regulations with its personnel shall be deemed a cause for termination of such contract, in which case all advanced deposits previously paid shall be presumed to be damages sustained by

East Central University and such deposits become the property of the Dorothy I. Summers Theatre and shall not be refunded. Such failure will also adversely affect the ability of such lessee to obtain future contracts for the use of the Dorothy I. Summers Theatre.

Glitter is not allowed in the building. It cannot be used on or in set or prop pieces. Body glitter is not allowed unless it is in a make-up form.

Food and drinks are not permitted at any time in the theatre house (seating area), lobby, or backstage.

Strike:

Strike will occur immediately following the final performance. All sets, props, actor support equipment, etc must be removed from the theater, dressing rooms, and other auxiliary spaces at the end of each event. All areas should be swept and cleaned as required, and all windows closed. If any property is not removed within the time allotted by the contract the Dorothy I. Summers Theatre may charge the Lessee the regular Rental fees for any time past the contract date.

The lessee is responsible for sweeping (and if necessary mopping) the stage after each event. It is also the responsibility of the lessee to remove any and all spike marks (tape, chalk, etc) they utilized during their production at this time. All event oriented refuse must be removed and disposed of properly. This includes the backstage area and dressing rooms. Any stage equipment that was moved should be returned to its original position.

One full day of pre-determined rent will be required as a deposit from your group. Failure to clean the facility and strike all of your equipment before leaving the theatre on the last day you are scheduled for theatre usage will result in the forfeiture of the cleaning deposit. At the end of the rental period the facility director or their representative will walk-through the facility with the lessee to do a final check and determine if the cleaning deposit will be returned.

Stage Equipment:

The Dorothy I. Summers Theatre will make every effort to keep its equipment available and in good working order. However, if equipment is out of order for any reason, the Dorothy I. Summers will not be responsible for providing replacement equipment. Any malfunction of equipment provided by the Dorothy I. Summers Theatre should be reported to the Facility Director. The Dorothy I. Summers Theatre, at its sole discretion, reserves the right to make its equipment unavailable to lessee in the event lessee's planned use is deemed potentially dangerous to such lessee or to such equipment. Any and all equipment damages will be billed directly to the Lessee. This includes furniture, building, lighting/sound equipment, rigging, stage, etc.

Only qualified ECU technicians and/or professionals will be permitted to operate stage equipment including but not limited to spotlights, light board, sound board, focusing lights, or the fly system. If the lessee wishes to provide professional technicians, they must be approved by the HBFFAC Director at least 10 days in advance.

The fly system is available for use, but requires special handling. You should secure AT LEAST one technician to assist if you decide to use the fly system. Always check clearance on the stage before lowering or raising the battens. Always use proper vocabulary to give warning to anyone who might be on stage.

The sound system must be operated by someone who is familiar with the control board.

The Dorothy I Summers has a house plot that is utilized for lighting. Circuits and cabling have been marked and permanently attached to lighting positions. At no time will these cables and circuits be removed from these positions or altered in any way. Instruments may be moved to desired locations and extra cabling from the house circuits added to achieve the necessary design elements. All instruments shown on the house plot must be restored following each event.

Any extra house instruments or house instruments moved will be considered a rental instrument and the prevailing rental rate will be charged to the client. If changes or additions are made a complete restore to the Facility Director's or his Representative's satisfaction must be included at cost to the client. Depending on the extent of the changes a House Theater Technician will be required to assist on all load in and load out calls deemed necessary to complete the final restore and to check out and maintain inventory on equipment used.

It is strongly suggested that the lessee provide all color media, gobos, etc required for their production. If the required color does not match the house plot and other color is needed, the client will be charged the prevailing rate for color media and all original house color must be returned during the restore.

The Follow spot is available at an extra charge to the client. Spotlight must be approved in advance.

The light board must be operated by someone who is familiar with the control board. We will provide general illumination as part of the basic rental fee. If you need special lighting and your group does not have a qualified lighting technician, you should secure a technician **AT THE TIME OF YOUR RESERVATION** to assist if you decide to use the lighting system. If any change in position or placement of the lighting instruments is made, they will need to be returned to their original location or position.

At the end of each evening proper night lights should be turned on, overhead fluorescents and all other work lights and powered equipment turned off. Clip lights should especially be considered as they are not always mounted properly and could become a fire and safety hazard.

Stage Facilities:

Use only those facilities that have been authorized for your use. This includes the box office, the lobby, auditorium and stage, dressing rooms, make-up room and the Green Room. The closets in the Make-Up Room and the Green room are not available. Items in these areas belong to ECU Theatre and are not for use by other groups.

Use of the Dorothy I. Summers Scene shop is not permitted. Use of the shop tools and materials is not permitted. Because the scene shop operates year round completing university scenery projects, the renter must bring their scenery into the theatre ready for setup.

Lessees shall not do or permit to be done in or on the premises of the Dorothy I. Summers anything that may tend to injure, mar, or in any manner deface such facility or its premises. This includes, but is not limited to, driving or installing any nails, tacks, hooks or screws into any part of the building such as, but not limited to walls, doors, message boards, or any painted surface. Nothing may be pinned, stapled, sewn, taped or attached in any manner to curtains, scrims, and other soft goods owned by the University.

Decorations may only be hung in designated areas. Approval must be obtained in advance for both the method and the location of any item to be hung up in the theatre. **NO ITEMS ARE TO BE TAPED TO THEATRE WALLS.** All items must be removed on the last day you use the facility.

ANY DAMAGE CAUSED TO THE FACILITY OR EQUIPMENT WILL RESULT IN ADDITIONAL CHARGES EQUAL TO THE COST OF THE REPAIR.

Stage Technicians:

Only qualified ECU technicians or others who prove qualified will be permitted to operate stage equipment. Charges for a technician are NOT included in the fee charged for use of the theatre. The lessee will be required to hire the required technicians at the rate given on the current fee schedule if they cannot provide their own qualified technicians. We have limited staff and may not be able to fully staff all events at the last moment, so please notify us at least ten (10) business days before your event of any specific technical needs that you will require. If the lessee chooses to find professional technicians, the Dorothy I. Summers Director or a designated representative will verify that they are qualified to run the given positions.

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House Manager and Ushers:

The lessee will be required to supply sufficient personnel to house manage and usher patrons for each event performance. The house manager and ushers are responsible for distributing programs, limiting seating access to people with tickets, whom are event staff, or are Dorothy I Summers Theatre personnel. They will also direct people to the correct seating areas, and prevent access of food and drinks into the seating area of the theatre.

Security:

ECU Police Officers will be assigned to all public events as determined necessary by the Facility Director. Charges for their services will be billed to the lessee at their current rate..

If properties of exceptional value are to be left in the facility, prior notification should be made to the Dorothy I. Summers Director. The lessee will be responsible for all personal belongings onstage and in the backstage area during rehearsals and performances.

Invitational Dress Rehearsals:

As a general rule, the Dorothy I. Summers Theatre does not encourage lessees to invite or allow people to attend rehearsals, whether or not there is a charge for such attendance. However, in the event that a lessee elects to invite or allow attendance at a rehearsal, prior written permission must be obtained from the Dorothy I. Summers Director.

Lessees should be warned that having an audience legally constitutes a performance regardless of the number attending, and could result in paying both royalties and performance rental fees. Also, lessees who invite or allow people to attend dress rehearsals will be responsible for providing at least one (1) staff person at who will be in charge of such attending people and will coordinate all arrangements for such people with the Dorothy I. Summers Director.

In the event the facility management deems it necessary to re-clean an area prior to a performance due to the abuse of an area during a rehearsal, the Director at its sole discretion will assess a supplemental cleaning fee.

Applicable Fees:

If the lessee leaves the Dorothy I. Summers Theatre in a condition other than described in the strike section they will forfeit their cleaning deposit, plus be charged any additional fees associated with the clean-up.

Non-Profit:

In order to qualify for the non-profit rates which are set forth on the current Dorothy I. Summers Fee Schedule, a lessee must provide a letter from the Internal Revenue Service confirming its 501 (c) 3 status as a not-for-profit entity. This item will be kept on file and need not be supplied with every contract unless specifically requested by the Dorothy I. Summers management.

These rates can be waived on a limited basis with approval from the East Central University Provost before booking the Dorothy Summers Theatre.