



PRACTICES AND PROCEDURES

2020

Thank you for choosing to hold your event at the Tower Center at Unity Square, hereafter referred to as TC@US.

Please read this document and the signed contract carefully as all rules and regulations will be strictly enforced.

Acoustics Lessee must control any ambient sound which may interfere with other rentals, events, meetings or business. The amplified sound level **cannot exceed 95 decibels at 100 feet**. Lessee is responsible for informing their performers/technicians/DJs. The TC@US staff will enforce this sound level requirement and has the final authority on decisions regarding sound levels.

Alcohol At Events If alcohol (liquor, wine or beer) is to be served or sold at a private event this must be noted on Lessee's contract with the TC@US. Lessee is required to meet all the requirements of the Oklahoma ABLE (Alcoholic Beverage Laws Enforcement) Commission. Security officer/s, depending on the size and nature of the event, is/are required (hired by the TC@US). Alcohol may only be distributed to invited guests who are 21 and older. If alcohol is to be sold, the TC@US requires a copy of the liquor license, presented 72 hours prior to the event.

ASCAP & BMI Lessee is responsible for all fees associated with American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI).

Box Office Organizations using the facility for ticketed performances are required to use the Bartlesville Community Center's Box Office. The Box Office will sell tickets during regular business hours and online, 24/7.

Handling Fee The Center charges a box office handling fee, per ticket. The handling fee does not apply to complimentary tickets.

Performance Content As this is a public space and open to citizens of all ages, the Lessee is responsible to insure that the movies, videos, music and productions at TC @ US are appropriate for the audience attending the event as set out in the Motion Picture Association of America (MPAA) film rating system and local community standards. Lessee must also notify the Box Office if an event will have known excessive sound levels, use strobe lights, or content which may not be appropriate for certain age groups as patrons must be advised at the Box Office at the time of ticket purchase. In the sole discretion of BCCTA Tower Center at Unity Square Management Committee, it may require the work to be redacted or canceled if it determines that the work violates local

community standards of decency and finds that the work, taken as a whole: appeals to the prurient interest; depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and lacks serious literary, artistic, political or scientific value.

Event Promotion is the sole responsibility of Lessee, however, Lessee may provide TC@US with print ready artwork (JPEG preferred), photos and program descriptions. TC@US will co-promote reserved events and use approved materials to co-promote ticketed events to the best of its ability, beginning one month prior to event date, via advertising on its Website, Marquee, Center flat screens, social media outlets and monthly e-blasts.

Concessions Lessee is responsible for all contracts with concession vendors. Copper Bar and Restaurant reserves the right to bid on food and beverage concessions, though Lessee has the right to choose their vendor. Lessee may opt to use more than one vendor when event serves a large audience and charge and retain event vendor fees.

Conduct Lessee is responsible for the conduct of all event guests, vendors, representatives, performers, volunteers and participants during the signed contract time at the TC@US. Lessee is responsible for making certain that all persons involved are familiar with TC@US policies. Lessee will be held liable and financially responsible for any damages of TC@US property.

Contact Person Lessee's contract requires the designation of one person from the organization as the event contact, through whom all communications with the TC@US will flow. An alternate contact may also be designated. The TC@US will only accept information and changes regarding rental from the contact person or the alternate designee as listed on contract.

Contracts Any Lessee using contracted agencies or services, shall provide copies of those contracts to the TC@US prior to the event, and receive the TC@US approval. Sufficient time for TC@US review of said contracts should be allowed or cancellation of vendors by the TC@US may be necessary. Providing inaccurate information regarding the TC@US and its rules and deadlines, may prevent future use of the facility by Lessee. The TC@US maintains no written or verbal agreements with any vendors.

Holidays Use of the facility on a TC@US holiday will be double the regular room and labor rate. Holiday Rates apply to the following days: December 31; January 1; Good Friday; Easter; Memorial Day Weekend; Independence Day; Labor Day Weekend; Thanksgiving, and the Friday following; Christmas Eve; and Christmas Day.

Liability Insurance All Lessees having public or ticketed events at the TC@US must submit a liability insurance certificate verifying an active policy and naming the City of Bartlesville, Bartlesville Community Center and Price Tower Arts Center as additional insureds. Minimum requirement is \$1,000,000 bodily injury liability per occurrence. Tickets may not be placed "On Sale" until a document naming Lessee as insured is presented with all signed

contracts. Event date/s may be canceled by the TC@US if an insurance certificate is not received within 30 days prior, and no refunds will be made.

Manager On Duty A manager may not be on duty at all times when the TC@US is open. For larger events/festival/productions designated staff members are present. A Technical Director must be on site when the outdoor stage is being used which requires specific technical assistance. For all other rental areas, a Front of House manager is available upon request. All decisions by these authorities regarding the safety of the TC@US and its occupants are to be followed, and can/will be enforced if necessary, by police and fire officials.

Parking Parking at the TC@US is limited. Performers and crews of productions must use the small parking lot behind the BCC mainstage. Parking is allowed in designated spots only. Double parking and overnight RV parking is **not allowed at any time**. Designated handicapped parking must be observed and illegally parked vehicles are subject to towing at the owner's expense. Leave the main parking lot open for event patrons.

Pets & Service Animals The TC@US, in compliance with Americans with Disabilities Act (ADA), will allow people with disabilities to bring properly identified service animals to the property. Pets and service animals must be kept on a leash at all times. Visitors must pick up after their animals. Barkers and fighters (canine or human) will be asked to leave the area.

Photography and Recording Photographs, broadcasts, telecasts, video, cell phone and audio recordings or films are at the discretion and enforcement of the Lessee, who will post and/or announce limitations prior to performance. If video is to be taken of performance, Box Office must be notified in writing prior to any tickets being placed on sale so sightline issues can be addressed and seats can be removed from inventory. Technical Director must approve position of cameras, tripods and cables at Production Meeting.

Production Meetings All Lessees having events on the outdoor stage or having "production" type events in other spaces on the TC@US must have a production meeting with the BCC Technical Director. The purpose of this meeting is to discuss all technical, staffing and equipment needs for the event, as well as to establish a production schedule for multi-day events. The production meeting must take place no less than 30 days prior to the start of the Lessee's rental period. Larger events and festivals may require multiple meetings. Lessee's artist's Technical Riders must be made available to the BCC Technical Director 7 days in advance of the production meeting.

Pyrotechnics The use of any type of pyrotechnics (live flame, sparklers, gerbs, flash pots, etc...) are not allowed on the TC@US without the written approval of the BCC Technical Director and Managing Director. A request to use pyrotechnics must be made at least one month prior to the beginning of the Lessee's rental time, and a signed letter of acknowledgement must be made between the TC@US and the Lessee. The TC@US in no way claims to be experts in the use of pyrotechnics, and the purpose of the signed acknowledgement is simply to make sure that both

parties are aware of the use of pyrotechnics in the Lessee's performance. While not required by Oklahoma law, the TC@US highly recommends the Lessee obtain approval from the Bartlesville Fire Department before using pyrotechnics on the TC@US. Any damages to TC@US equipment/property resulting from the use of Lessee's pyrotechnics including the repair cost or replacement of said equipment/property will be the responsibility of the Lessee. The TC@US will assume no liability in the use of Lessee's pyrotechnics. **No pyrotechnics will be allowed prior to the TC@US having a current copy of the Lessee's liability insurance on file.**

Rain Dates If a date is requested to utilize indoor facilities as a back-up location in case of rain, a non-refundable deposit for the BCC Stage, Community Hall, Studio, Balcony or Gallery or Price Tower Arts Center facilities, will be required at the time the hold is made and the contract is signed.

Rental Time There are two times listed on Lessee's contract; Rental Time and Event Time. The Rental Time is the actual time Lessee (and vendors, guests, etc.) will be allowed into the rented area(s), and the time Lessee expects to be completely out of the area. Lessee should plan their rental time carefully. Should Lessee require more than contracted time on the day of the event, Lessee may add the time if the space is available, however, **it will be billed at a rate of double time.** The Event Time listed on Lessee's contract, is the actual time the event is planned to begin and end for Lessee's guests.

Security For Events The TC@US requires security if Lessee will be serving alcohol during event, or event is predominantly presented by or attended by children, teens or young adults (proms, teen parties, dance recitals, etc.) or otherwise requires Security. Charge for security will be noted on Lessee contract and invoiced per officer, per hour and will be arranged for by TC@US.

The TC@US, in compliance with Americans with Disabilities Act (ADA), will allow people with disabilities to bring properly identified service animals to the property.

Supervision and Technical Services Activity on stage, including all personnel and use of the TC@US equipment, will be under the supervision of the BCC Technical Director. Lessee is required to use the BCC Department Heads (1 Sound, 1 Lighting) at the current labor rate and will be charged per hour per person (4 hour minimum). Additional technicians working with sound, lighting, follow spots, rigging, fly floor, weight loading, and stage managing or working with any other TC@US equipment must be approved by the Technical Director. These positions may be filled by Lessee's volunteers or the TC@US can supply, at Lessee's request, a trained crew, per hour per person, or standard union rates, depending on type of crew needed. All volunteers working with TC@US equipment must attend a basic training class for the department in which they will be working. If the TC@US is requested to supply crew, the request must be made no later than 21 days prior to rental. The TC@US will assume no liability for the actions of Lessee's volunteers, whether trained or not. Any crew member, whether paid or volunteer, suspected of being under the influence of alcohol or drugs, including prescription medication, will not be allowed to operate TC@US equipment,

and will be asked to leave the TC@US. The TC@US technical crew does not provide the following services: Sound Design (beyond basic mic'ing and mixing of small shows), Lighting Design (beyond basic house plot focus, lights up, lights out), Set Design/construction/painting, Wardrobe Design/construction, Makeup/Wig/Hair Artist, and Riggers. The private hiring of the TC@US staff is not allowed without the approval of the Managing Director. The TC@US Head Sound Tech and Head Lighting Tech (Department Heads) are here for the purpose of overseeing the safe handling, set up, and operation of the TC@US equipment. They are not employed as FOH sound engineers nor lighting designers. Lessees are advised to hire their own sound console operators and lighting designer.

Tobacco Policy The TC@US is a tobacco free facility. Smoking, including E-cigarettes and chewing tobacco, is not permitted anywhere on the premises. The Lessee is responsible for informing its participants of this policy and enforcing it. Please refer to City Ordinance No. 3500 and the OK Stage Department of Health Title 63, Section 420A-426.

Technical Equipment The TC@US does not guarantee the worthiness or operation of its equipment, nor does the TC@US guarantee equipment inventory numbers. Any equipment that is not in working order is considered to be out of service and is not available for Lessee's use. Inventory numbers are subject to change and should be confirmed before Lessee's load-in. The TC@US will not assume any responsibility for shortness of equipment inventory. Equipment needs should be determined during meeting with Technical Director one month prior to event in order to make alternate plans if necessary.

