



## PRACTICES AND PROCEDURES

2021

Thank you for choosing to hold your event at the Tower Center at Unity Square, hereafter referred to as Unity Square, managed by the Bartlesville Community Center, hereafter referred to as BCC. Please read this document and the signed contract carefully as all rules and regulations will be strictly enforced.

**Acoustics** The sound levels for Unity Square Stage will be limited to a **maximum of 90 decibels** (dB), "A" weighted, at 85 feet from the front edge of the stage at center. This level will apply to all sound systems including, but not limited to, the Unity Square sound system, rented systems, band provided systems, etc. This also applies to all FOH sound engineers, whether BCC provided, or band/rental company provided.

Sound levels will be strictly enforced by a BCC representative. These rules are in place because the stage plays into a residential area directly across the street. If sound levels are consistently above 90 dB, the BCC representative will ask that the volume be turned down. If levels continue to be above 90 dB, the Bartlesville Police Department will be called. If there continues to be a problem, the event will be shut down. Please take this seriously.

For reference, a volume of 90 dB at 85' gives you a volume of 95 dB in the middle of the seating area, and 100 dB at the front of the seating area.

**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 BCC. 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 Unity Square). Alcohol may only be distributed to invited guests who are 21 and older. If alcohol is to be sold, the BCC 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 BCC charges a small 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 ensure that movies, videos, music, and productions at Unity Square 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 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. At the sole discretion of the 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 Unity Square with print ready artwork (JPEG preferred), photos and program descriptions. BCC 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 Unity Square. Lessee is responsible for making certain that all persons involved are familiar with BCC/Unity Square policies. Lessee will be held liable and financially responsible for any damages of Unity Square, including public artwork.

**Contact Person** Lessee's contract requires the designation of one person from the organization as the event contact, through whom all communications with the Unity Square will flow. An alternate contact may also be designated. The BCC will only accept information and changes regarding rental from the contact person or the alternate designee as listed on contract. For events on stage, please provide contact information for technical contact person.

**Contracts** Any Lessee using contracted agencies or services, shall provide copies of those contracts to the BCC prior to the event, and receive BCC assistance. Please allow at least one month for BCC review of said contracts or cancellation of vendors by the BCC may be necessary. Providing inaccurate information regarding the Unity Square and its rules and deadlines, may prevent future use of the facility by Lessee. The BCC maintains no written or verbal agreements with any vendors.

**Curfew** By City of Bartlesville ordinance, all events on stage and any amplified sound must conclude by 10:00pm. Park closes at 11pm.

**Fixtures** Lessees must receive written permission from the BCC in order to remove or relocate park signs; trash receptacles; and/or other fixtures from their permanent placement.

**Holidays** Use of the facility on a Unity Square holiday will be double the regular rental 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 Unity Square 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 BCC 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 Unity Square is rented. For larger events/festivals/productions designated staff members will be present. The BCC 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 Unity Square, its occupants and equipment, are to be followed, and can/will be enforced, if necessary, by police and fire officials.

**Parking** Unity Square and the Bartlesville Community Center are part of a multiuse facility and share the adjoining parking lot. Lessees should be aware that parking may be limited during simultaneous events at both venues. The parking lot may be rented for additional event space, car shows, bike races, etc. 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** without written permission from the BCC Managing Director. Designated handicapped parking must be observed and illegally parked vehicles are subject to towing at the owner's expense.

**Pets & Service Animals** are welcome at Unity Square. They should 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.

**Production Meetings** All Lessees having events on the outdoor stage or having “production” type events in other spaces on the Unity Square 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, fireworks, etc.) are not allowed on the Unity Square 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 Unity Square and the Lessee. The Unity Square 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 BCC highly recommends the Lessee obtain approval from the Bartlesville Fire Department before using pyrotechnics on the Unity Square. Any damages to Unity Square equipment/property or injuries to persons 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 Unity Square will assume no liability in the use of Lessee’s pyrotechnics. **No pyrotechnics will be allowed prior to the Unity Square having a current copy of the Lessee’s liability insurance on file. Pyro must be listed on Lessee’s certificate of insurance.**

**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.

**Rental Equipment & Tents** Event equipment such as tents, chairs, tables, subflooring, fencing, heaters, fans, etc., may be rented from outside vendors and used at Unity Square. Tents can range in size but are required to fit on the grass areas of Unity Square. A fee, to maintain & replace grass; damaged plants; sprinkler heads and other damages which may occur during use of tents, will be charged contingent on tent size. All tents must be secured with anchor weights. No water barrels or stakes. 120v electric is available for heaters, fans, and lighting. Proper ventilation and cord covers are required.

**Restrooms** Small, indoor restrooms are provided at Unity Square on the westside of the Stage. These are open to the public and can be used by Lessee and their guests during events. For Festivals and groups larger than 200 people, arrangements can be made for access to the BCC lobby restrooms. A minimal fee will be applied to the final invoice. Portable restrooms are not permissible at Unity Square. Public restrooms may not be blocked by artists as dressing rooms.

**Security For Events** The Unity Square 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 the BCC.

**Smoking Policy** The Unity Square is a smoke free facility. Smoking of any kind, including vaping, 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 State Department of Health Title 63, Section 420A-426.

**Stakes** Lessee may not drive stakes into the ground. This includes tents, signs, horseshoes, etc.

**Technical** When Unity Square technical equipment (sound, lighting, video, etc.) is used, BCC technical department heads must be hired to operate said equipment. The first department head will be billed at the rate of \$50 per hour and the others (if needed) will be billed at the rate of \$25 per hour. All positions require a 4-hour minimum. Any additional BCC technical support (stagehands) needed will be billed at \$25 per person, per hour, with a 4-hour minimum per person. Please see **Sound, Lighting** and **Notes** sections for additional details.

**Supervision** The BCC Technical Director, or a representative thereof, will be on sight for all events using Unity Square technical equipment, or using BCC supplied technical labor. The Technical Director will be on sight from the time your contract starts until the load-out is complete. All activity on stage, including all personnel (crew, artist, sponsors, etc.) and the use of Unity Square equipment, will be under the supervision of the Technical Director. The Technical Director is for supervision only and is not to be considered a working hand.

**Sound** Smaller events using up to 8 channels and not using the Front of House Console, will require the BCC Sound Department Head, with sound being controlled on a tablet from on stage. This person will be on the call from the time your contract starts until the load-out is complete. Any event using the Front of House Console (required if using more than 8 channels) will be required to use an additional BCC Sound Technician (1 technician on stage, 1 for the FOH Console). Both technicians will be on the call from the time your contract starts until the load-out is complete.

Lighting Events taking place during daylight hours, or only using “work lights” will not be required to use a Lighting Technician. All events using the actual stage lighting (LED pars) will be required to use the BCC Lighting Department Head. This person will be on the call from the time your contract starts until the load-out is complete. All lighting fixtures are “pre-focused” and cannot be refocused without prior approval from the BCC Technical Director. Any fixtures refocused for your event must be returned to the standard focus during load-out, and any additional labor time required to do so will be added to your bill at the rate of \$50 per hour.

Notes Additional stagehands (sound, lighting, video, and general hands) may be hired through the BCC. Lessee is responsible for the cost of all additional stagehands, to be billed at the current hourly rate with a 4-hour minimum per call per person. Load-in (set up), show, and load-out (tear down) are all separate 4-hour calls. Any additional crew hired (beyond those listed above) are not required to work all three calls. On events where crew members are working more than 4 hours straight through without a meal break, the Lessee will be required to provide a meal for each crew member. Please consult with the BCC Technical Director before ordering food as there is always the possibility of food allergies or special considerations. The above requirements are subject to change once the BCC Technical Director has seen your Technical Rider and a production meeting has taken place. Labor on recognized BCC holidays, listed under **Holidays** in this document, are billed at double the standard rate.

Technical Equipment The Unity Square does not guarantee the worthiness or operation of its equipment, nor does the Unity Square 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 Unity Square will not assume any responsibility for shortness of equipment inventory. Equipment needs should be determined during tech meeting with Technical Director one month prior to event to make alternate plans if necessary.

Volunteer Crew All volunteers working on stage or working with technical equipment around Unity Square must wear appropriate shoes. Examples of appropriate shoes are: heavy tennis shoes, work shoes or boots. The following are not to be worn while working on stage or around technical equipment: flip flops, open toed shoes of any kind, canvas tennis shoes, any other soft style shoes. Remember, you will be working with road cases on wheels, some of which weigh several hundred pounds. These cases may cause severe damage should they roll upon someone’s foot. It is the responsibility of the presenting organization to make sure all volunteer crew members are aware of this rule. The BCC Technical Director will ask anyone not wearing appropriate shoes to either change shoes or stop working around the technical equipment.