OPERATIONAL POLICIES
&
RENTAL RATES

TABLE OF CONTENTS
IRVING ARTS CENTER OPERATIONAL POLICIES

1. **Authority and Mission……page 5**
   A. Mission Statements
   B. Authority

2. **Definitions……page 5**

3. **Facilities and Venues……page 7**

4. **Hours of Operation and Accessibility……page 7**
   A. Hours.
   B. Accessibility.

5. **Facility Rental Policies……page 8**

Subchapter I. Booking and Reservation Procedures……page 8
   A. Facility Rental.
      (1) Scheduling Requests.
      (2) Annual Requests.
         a. Criteria for Review of Annual Requests.
         b. Scheduling Concerns.
      (3) Other Scheduling Requests.
   B. General Booking.
   C. Date Challenges.
      (1) Challenge Requirements.
      (2) Confirmation of Original Booking.
      (3) Confirmation of Challenged/New Booking.
      (4) Deposit Requirements.
      (5) Cancellation.
      (6) Challenge Fee Schedule.

Subchapter II. Use Agreement Procedures……page 10
   A. Use Agreement Required.
   B. Use Agreement Procedures.
   C. Special Use Agreement Procedures.
   D. Facility Rental Rates.
      (1) Charges Based on Actual Use.
      (2) Four Hour Minimum.
      (3) Utilities Included.
      (4) Labor.
      (5) Services and Equipment.

Subchapter III. Labor, Services and Equipment……page 11
   A. Labor.
      (1) Theater Rentals.
      (2) Non-Theater rentals.
      (3) Gallery rentals for Events
   B. Equipment and Services.

Subchapter IV. Additional Rental Policies……page 12

A. Additional Policies.
   (1) Condition of Premises.
   (2) Compliance with law.
   (3) License, permits, taxes.
   (4) Damage to property.
   (5) Copyright Infringement.
   (6) Safety.
   (7) Functions with Minors and Children.
B. Insurance.
   (1) Theater User Insurance requirements.
      a. User provided coverage.
      b. City provided coverage.
   (2) Non-Theater Insurance Requirements.
C. Damage Deposit.
D. Non-Exclusive Use.
E. Cancellations.
F. Liability, Indemnity and Hold Harmless.
   (1) City and IAC not Responsible for Injury or Property Loss.
   (2) User to Execute Indemnity and Hold Harmless.
   (3) User's Property.
   (4) Ejection from Facilities.
   (5) User's Liability for Others.
G. Compliance with Policies.

Subchapter V. Box Office……page 15

A. Exclusive Ticket Agency.
B. Requirements for Commencement of Sale of Tickets.
   (1) Ticket Order Agreement.
   (2) Use Agreement.
      a. Execution of Agreement.
      b. Compliance; No Default.
C. Fees.
   (1) Box Office Charges.
   (2) All Sales Are Final.
D. Payment.
E. Phone Orders.
F. Refund Policy.
G. Cancellation Policy.
H. Default.
I. Distribution of Payments to Users.
J. Other Box Office Procedures.

Subchapter VI. Food and Beverage Service and Concessions……page 16

A. Food Service.
   (1) Public Events.
   (2) Kitchen Facilities.
   (3) Theater Concession Stands
B. IAC Concession Operation Procedures

C. Permit Requirements.
D. Alcoholic Beverages.

Subchapter VII. Rules And Regulations……page 17

6. **IAC Equipment……page 18**
   A. Use of Equipment by Employees assigned to IAC
   B. Other Loans of IAC Equipment.

Attachment A. Venues and Capacities**……page 19**

Attachment B. Insurance Requirements**……page 20**

Attachment C Rate Sheets**……page 21-23**

1. AUTHORITY AND MISSION

A. Mission Statements

City of Irving. Deliver exceptional services and promote a high quality of life for residents, visitors, and citizens.

Irving Arts Board. Serve the citizens of Irving and attract visitors through the support and development of artistic opportunities, by acquiring, maintaining, and operating art facilities, by providing support to organizations and individuals who provide arts programming, and by providing direct programming.

B. Authority

Irving Arts Board. The Irving Arts Board was established by the Irving City Council and is responsible for making recommendations concerning all matters related to Irving Arts Center (IAC) property, and for the encouragement, promotion, improvement, and application of the arts, and other activities for which hotel occupancy taxes may be used as provided by state law and to adopt such policies for the operation of the Irving Arts Center, subject to the approval of the City Council of Irving, to develop such rules and procedures as may be necessary to carry out these responsibilities, and to be responsible for employing, supervising and removing the Executive Director.

Executive Director. The Irving Arts Center Executive Director is responsible for the operation and management of the Irving Arts Center, acting on behalf of the City of Irving and at the direction of the Irving Arts Board in the management, supervision and control of the Facility, and is responsible for carrying out policies approved by the Irving Arts Board and adopted by the City Council.

Assistant Director for Operations and External Programs. The Executive Director has designated the Assistant Director for Operations and External Programs for the Irving Arts Center as administrator for issues pertaining to these policies.

2. DEFINITIONS

In these Operational Policies, the following words and phrases shall have the designated meanings:

Assistant Director for Operations and External Programs shall refer to the Executive Director's designee regarding operations and policy administration, also referred to herein as "ADOEP."

Board of Directors shall mean the Board of Directors of the Irving Arts Center, also referred to as the "Board."

Cancellation shall mean voiding, postponing or otherwise changing a booked date by a User once confirmed following the 10 day hold period or payment of deposit.

City of Irving shall mean the City of Irving, Texas

Current Users shall mean any person with Use Agreements with the Irving Arts Center within the past twelve (12) month period for a date or series of dates.

Director or **Executive Director** shall mean the Executive Director of the Irving Arts Center, or any person designated by the Director to perform any of the Director's functions.

Event shall mean any type of function or activity for which the Facility may be occupied.

Exhibition shall refer to a Public Event, the purpose of which is to display a collection of works of art or objects of special interest.

Fiscal Year shall mean the City of Irving's budget year, i.e. from October 1 of any year until September 30 of the following year.

Founding Organization shall refer to the twelve 501(c) (3) organizations designated by the Board:
Academy of Bangla Arts & Culture;
Irving Black Arts Council;
Irving Art Association;
Irving Chorale;
Irving Community Concert Association;
Irving Symphonic Band;
Irving Symphony Orchestra;
ICT MainStage;
Las Colinas Symphony Orchestra;
Lyric Stage
Momentum Dance Company; and
New Philharmonic Orchestra of Irving.

IAC Facility Procedure Manual shall mean those procedures adopted by the Board for the Use of the Facility and includes Box Office Procedures, Concession Operation Procedures, , IAC Wireless Use Procedures, Theater Specifications and Technical Information, and Safety Procedures.

Irving Arts Center or **Facility** or **Facilities** or **IAC** shall mean the Irving Arts Center, located at 3333 North MacArthur Boulevard, Irving, Texas, including the structures, land, and parking lots.

Operations Personnel shall mean any representative of the Irving Arts Center staff present at an Event with designated authority to make decisions.

Person shall mean any individual, corporation, business trust, estate trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity.

Policies shall mean the Irving Arts Center Operational Policies.

Premises shall mean that portion of the Facility included in the User's Facility Use Agreement.

Public Event shall mean any event that is advertised to the general public, to which the general public is invited or charged admission or required to purchase a ticket.

Facility Rental Rate or **Rental Rate** shall mean a use fee for the Facility or charges required by these Policies for the use of the Facility.

Season ticket shall mean an admission, for purposes of booking an event, must be available to the public for purchase prior to the start of the first event, include at least two events in a twelve-month booking period, and may not be sold for a single event.

Theater shall mean the Carpenter and Dupree theaters of the IAC.

Theater Rental shall mean rental of any portion of a theater for any purpose.

Ticket shall mean any form of entry control utilized to impose a fee of any sort or control seating inventory for admission to an Event.

Use Agreement or **Facility Use Agreement** shall mean a written contract for the use of any portion of the Irving Arts Center.

User or **Facility User** shall mean an approved applicant, who has entered into a Facility Use Agreement and has submitted any required deposit(s) and paid the Rental Rate, provided that the term shall not include any person whose Use Agreement has been terminated or cancelled.

3. FACILITIES AND VENUES.

Facilities and Venues. The facilities and venues, noting capacities and dimensions, available for use in the Irving Arts Center subject to these Policies, which are shown in Attachment A.

Capacity. The maximum occupancy or capacity of each venue is provided on Attachment A and will be strictly adhered to. Admission will be restricted when capacity levels have been reached. Capacity is dependent on the type of event and configuration of room and has been determined by Fire Marshall without staging or audio-visual equipment.

Galleries. Galleries are available for social and reception function rental only. Arrangements for exhibitions are made through the Coordinator for Exhibitions and Educational Programs.

4. HOURS OF OPERATION AND ACCESSIBILITY

A. Hours.

Administrative Office

Monday through Friday, 8:00 AM to 5:00 PM
City holidays are excluded

Box Office

Tuesday through Saturday, 12:00 Noon to 5:00 P.M.
One Hour before Ticketed Performance Times

***Hours for rentals*:**

Monday through Saturday, 8:00 AM to 12:00 Midnight,
Sunday, 1:00 PM to 11:00 PM
Closed on Thanksgiving Day, Christmas Day and New Year's Day.
Any deviation from these hours must be negotiated in advance and included in the Facility Use Agreement.

Gallery Hours

Monday through Friday, 9:00 AM to 5:00 PM
Thursday Evenings, 5:00 PM to 8:00 PM
Saturday, 10:00 AM to 5:00 PM
Sunday, 1:00 PM to 5:00 PM

B. Accessibility.

The Irving Arts Center is accessible to persons who are disabled. The Carpenter Performance Hall and Dupree Theater are each equipped with accessible seating and assistive listening devices are available without charge to patrons through the Box Office. Patrons may choose between headphones, a single ear bud, or an induction loop.

The IAC Box Office is equipped with a TDD to communicate directly with persons with hearing or speech impairment. It is recommended that a patron's initial contact with the Box Office be through the use of the free statewide signal-to-voice translation service, known as RelayTX. RelayTX may be accessed at 1-800-735-2989. (REL-AYTX).

5. FACILITY RENTAL POLICIES

Generally. IAC Facilities are available to Users as provided in the Irving Arts Center Operational Policies. Reservations for Facilities Rental are made as provided in the Booking and Reservation Procedures set out in paragraph 5, Subchapter 1.

Subchapter I. Booking and Reservation Procedures

A. Facility Rental. The Irving Art Center Facilities are available for rental subject to these Policies and Procedures. All persons on the Facility are expected to conduct themselves in accordance with the IAC Rules and Regulations, which are contained in Subchapter VII of these Policies and the **IAC Facility Procedure Manual**, both of which are a part of each Use Agreement.

(1) **Scheduling Requests.** Scheduling requests may be made by contacting the IAC Administrative Office.

(2) **Annual Requests**. Current Users, including Founding Organizations, may submit scheduling requests to the ADOEP approximately eighteen (18) months prior to the start of the Fiscal Year, provided the requests are submitted by the deadline established and published annually by the Board to such Current Users for submission of such requests.

a. *Criteria for Review of Annual Requests***.** Requests will be considered and a schedule determined based upon the following criteria:

i. Founding Organization and Current User dates reserved for any production from move-in to move out are limited to a maximum of twenty-nine (29) consecutive days, including three (3) performance weekends or twenty-two (22) days, including two (2) performance weekends, including dark days between performance weekends.

ii. Serious consideration will be given to the revenue generated by annual commercial Users requesting dates.

iii. Past organizational practices/traditional booking patterns will be considered when resolving conflicts.

iv. Priority will be given to organizations producing a season of activities in the Irving Arts Center Facility.

b. *Scheduling Concerns***.** The Board and Management's goal is to accommodate the interests of all Users, and therefore, any concerns in scheduling are to be resolved as follows:

i. *Agreement*. Current Users and Founding Organizations dissatisfied with scheduling may agree to exchange dates after meeting with the ADOEP.

ii. *Executive Director Decision*. Scheduling concerns which cannot be resolved by mutual agreement with the ADOEP will be taken to the Executive Director for decision based upon Board criteria, priorities, and limitations.

iii. *Board Appeal*. The decision of the Executive Director may be appealed to the Board of Directors by filing a written notice of appeal within five (5) days of the date of the Executive Director's decision, stating the reasons for the appeal. The decision of the Executive Director shall not be overturned unless the Board finds that the decision was made in bad faith, was discriminatory, exceeded the Director's authority, violated the policies of the Board, or violated the law.

(3) **Other Scheduling Requests**. After confirmation of Annual Requests, other requests for scheduling shall be made through the Administrative Offices. Tentative dates for all events more than thirty (30) days in advance will be held for ten working (days) pending receipt of the full deposit and fulfillment of all contractual requirements provided in accordance with this Subchapter.

B. General Booking.

After confirmation of Annual Requests, rental dates may be requested at any time and will be tentatively scheduled and held for ten (10) days pending receipt of the required deposit.

C. Date Challenges. The following procedures will apply in the event that a scheduling request is received for a date which has been held by a Founding Organization.

(1) *Challenge Requirements***.** The challenging person must submit the required deposit and execute a Use Agreement, conditioned upon the organization holding the date's failure to do so.

(2) *Confirmation of Original Booking***.** In order to confirm the booking Founding Organizations must execute a Use Agreement, in the event one has not already been executed, and pay the appropriate deposit fee, within seven working (7) days following notice of challenge. The deposit fee will be treated in accordance with these Policies and the executed Use Agreement.

(3) *Confirmation of Challenged/New Booking***.** In the event that the Founding Organization releases the date, moves to another venue in the IAC, fails to pay the deposit or execute the Use Agreement within seven (7) working days, the date will be booked by the challenging organization or individual.

(4) *Deposit Requirements***.** In considering date challenges, Founding Organizations' deposits will be considered to cover the entire performance run, provided that the Use Agreement executed covers that date period, and no additional deposit will be required to respond to date challenges within the date period.

(5) *Cancellation***.** If after confirming the booking by execution of the Use Agreement and payment of the deposit, the Founding Organization cancels the booking, the full amount of the deposit will be forfeited, as is otherwise provided by these Policies and the Use Agreement.

(6) *Challenge Fee Schedule***.** The following fee schedule applies to challenges:

a. 12 to 24 months prior to Event - first challenge fee is $1000, second and subsequent challenges for other dates held by the same User for this fiscal year drop to $500 each;

b. 91 days up to 12 months prior to the Event, the challenge fee remains $1000 for each date challenged; and

c. No challenges will be accepted 90 days or closer to the Event date.

Subchapter II. Use Agreement Procedures

A. Use Agreement Required. All Facility use at the Irving Arts Center shall require a written and signed Use Agreement, subject to terms and conditions specified in these Policies.

B. Use Agreement Procedures. To obtain a Use Agreement with the IAC, a User must contact the ADOEP at least twelve (12) weeks in advance of their Event and comply with the following schedule:

Activity	Timeline
1. Reservation is made in accordance with these Policies through the IAC Administrative Offices. A four-hour minimum labor and security call may apply based upon event demands	12 weeks prior to Event
2. User should obtain a copy of the IAC Facility Procedure Manual	12 weeks prior to Event
3. Deposit paid and if requesting non-profit organization rates, IRS Determination Letter establishing 26 § 501(c) (3) tax exempt status due to IAC.	10 working days after making reservation
4. Use Agreement is issued	After receipt of deposit and/or IRS Determination Letter establishing 26 § 501(c)(3) tax exempt status
5. Use Agreement must be signed and returned to IAC along with Certificate of Insurance or Application for Insurance Coverage	10 days from date of issue
6. Completed Event Information Sheet with equipment, security and personnel requirements & Ticket Order Agreement are due to IAC	8-12 weeks prior to Event
7. If renting theater and/or reception space, meeting with Technical Theater Coordinator and/or Booking Staff and Box Office Manager	8-12 weeks before Event
8. Any Use Agreement amendments	4 weeks prior to Event and with IAC approval
9. Remaining Use Agreement fees paid and a copy of catering licenses and permits due to IAC	10 working days prior to Event; if paying by check, must pay 30 days prior to Event; if Founding Organization, may pay 30 days after Event
10. Event occurs	As specified in the Use Agreement
11. Inspection of Facility by IAC representative to determine whether any damages have been sustained to the Facility	Immediately following Event
12. If incurred, additional charges are subtracted from deposit or added to fees	Immediately following Event
13. Final accounting by IAC of additional charges incurred, additional facility use, services, labor, or, damages and credits or refunds that are due will be made or charges billed to client if incurred	15 working days after conclusion of Event.

C. Special Use Agreement Procedures. Events which are booked less than twelve (12) weeks in advance will be subject to a timeline established by the ADOEP.

D. Facility Rental Rates. Facility Rental Rates are set out in the Irving Arts Center Facility Rental Rate Sheet, as shown in Attachment C, which may be revised without notice at any time by the Board. Founding Organizations may request a rental rate sheet applicable to them. The Facility Rental Rates include rates for Facilities, deposits, cancellations, labor, equipment, and box office service fees, and are subject to the following considerations:

(1) *Charges Based on Actual Use***.** Charges will be estimated in the Facility Use Agreement, but will be finally determined based upon actual usage, beginning at the time of load in/set-up by User of the space(s), and ending after an IAC representative has reviewed and approved the load-out condition of all used spaces. Any space used in support of an Event, even if for storage and/or Event preparation, is assessed at the applicable rate reflected in the Rental Rate Sheet. All time usage is assessed in half hour increments.

(2) *Four Hour Minimum***.** There is a four (4) hour minimum charge for use of any Irving Arts Center Theater or any other facility when used for parties or receptions.

(3) *Utilities Included*. The Facility Rental Rate includes utilities, including seasonal heating or cooling, electricity, sewer, water and gas. However, failure to furnish any utilities resulting from circumstances beyond the control of the City of Irving shall not be considered a breach of the Facility Use Agreement.

(4) *Labor*. The Facility Rental Rate includes at least one on-site staff person throughout the Event. The Irving Arts Center will provide additional labor to assist in operating and staging an Event, at the rates shown on the Rate Sheet, subject to availability. All requirements for personnel must be included in the Facility Use Agreement and included in the Rental Rate Sheet. Please refer to Subchapter III. A. for more specific policies pertaining to labor and Event staffing.

(5) *Services and Equipment*. The IAC will provide the services and equipment shown on the Rate Sheet to Facility Users, at the rates designated on the Rate Sheet, subject to availability. All requirements for services and equipment must be included in the Facility Use Agreement and included in the Facility Use Charges. In addition, if IAC personnel or equipment are used by or on behalf of the Facility User, in excess of or which were not in accordance with the Facility Use Agreement, the Facility User will be charged for the actual costs incurred based upon the Rate Sheet. Please refer to Subchapter III. B. for more specific policies pertaining to services and equipment.

Subchapter III. Labor, Services and Equipment

A. **Labor.**

(1) **Theater Rentals.**

a. Theater Rental includes labor minimums as noted on the Rental Rate Sheet, unless other arrangements are made by Use Agreement.

. b. In the event that it is necessary for IAC to provide additional labor in support of User's Event, User will be charged the actual labor cost shown on the Rental Rate Sheet.

c. Theater Users must also provide a sufficient number of the following, based upon audience size and venue and must make these individuals available one hour and 15 minutes prior to the Event start time for orientation. Failure of User to provide such personnel will result in additional labor requirements for future rentals at User expense.

i. Ushers;

ii. Ticket takers; and

iii. "Will Call" ticket handler(s).

d. Outside labor, whether volunteer, contractual or employed, may only serve in such functions in the Theater as the Technical Theater Coordinator may determine the person to be qualified, subject to IAC Facility Procedure Manual.

(2) **Non-Theater rentals**.

a. Users are required to provide a set up configuration at the time of booking.

b. User will be responsible for set up and removal of non-IAC equipment, subject to IAC supervision in a timely fashion as determined by their rental agreement.

c. The IAC staff provides set-up and removal for IAC equipment only and must be present to direct move-in and move-out and any moving of gallery walls, pedestals or artwork.

(3) **Gallery rentals for Events**

a. The Gallery is available for rental for receptions but not for exhibitions. Exhibition use in the Gallery is organized solely by IAC.

b. Users must submit a set-up configuration for receptions held in gallery spaces at which food and beverages will be served.

c. Gallery use is restricted by concurrent exhibition scheduling and IAC exhibition plans will be confirmed prior to issuance of a Use Agreement. If such exhibition plans are confirmed after the execution of a Use Agreement, the affected User will have the option to cancel without penalty and with a full refund.

d. Nothing may be placed on any object of art, display, stands, cases, or musical instruments.

e. Only IAC staff may move any artwork, movable walls, pedestals, and/or display cases.

f. Posters provided by the User may be placed on the User's hospitality table or on free standing easels in locations approved by Operations Personnel on duty during the Event. Absolutely nothing may be placed on the walls, ceilings, doors, windows, casings, floors, planters, movable walls, display cases, pedestals, musical instruments, or any other objects in the gallery venues without advanced written permission from the Executive Director of the Irving Arts Center or his designee.

g. If User Gallery use is compatible with concurrent exhibition scheduling, User's Use Agreement must provide for payment of all costs associated with additional security and any other costs necessitated by such use.

B. Equipment and Services.

(1) **Generally.** Arrangements for optional equipment and Facilities should be made as close to the time of booking as possible to assure availability, as rental is made on a first-come, first served basis. Fees for use of equipment and Facilities will be added to the Rental Rate and included in Use Agreement.

(2) **Musical instruments.** Pianos and other musical instruments may be requested, at the time of booking, subject to availability and payment of applicable fees.

(3) **Cleaning and repairs.** Routine cleaning is included in the cost of rental, however, any excessive cleaning or repair necessitated by damage in excess of ordinary wear and tear will be charged at the actual cost of repair to User.

Subchapter IV. Additional Rental Policies

A. Additional Policies. A Facility User's rental of IAC Facilities is subject to the IAC Facility Procedure Manual

(1) **Condition of Premises.** Each User shall take the Premises in the condition that the User finds them unless otherwise agreed in the Use Agreement. Any adjustments of

stage equipment, not covered by the Use Agreement, will be at the sole discretion and under the supervision of the IAC Technical Theatre Coordinator and subject to charge to the User. User shall return all such equipment back to the condition and location in which it was found under the supervision of the IAC Technical Theatre Coordinator.

(2) **Compliance with law**. A Facility User shall comply with all applicable federal, state, and local laws, including the Code of Ordinances of the City of Irving and all policies, procedures and rules of the Irving Arts Center and all fire, health, safety and building codes.

(3) **License, permits, taxes**. A Facility User is responsible for obtaining all permits and licenses required by law or the Use Agreement and paying all applicable taxes associated with use of the Facility.

(4) **Damage to property**. With respect to the condition of the Facilities, a Facility User is responsible for damage to artwork, Facilities, or equipment determined to have occurred during a Facility User's period of use, whether through the action of the User, a participant, or a patron.

(5) **Copyright Infringement**. Royalty payments and copyright clearance is the sole responsibility of the User. User must accept all responsibility for and absolve City and IAC from any liability or expense arising out of the use of any composition, work, or material covered by copyright.

(6) **Safety**. It is the responsibility of the User to familiarize themselves, their agents and employees, with the safety procedures and regulations governing all parts of the Facility used by the User as contained in the IAC Facility Procedure Manual which may be revised at any time without notice by the Board. If necessary, ADOEP, or her agent will meet as often as necessary to provide proper safety instruction.

(7) **Functions with Minors and Children**. Functions with minors and children may be required to provide additional security and personnel.

a. Users must provide a minimum of two adult chaperones for functions involving minors, with 50 or less in attendance, and one additional chaperone for each additional 25 guests. Chaperones must be present at the venue before the Event begins and remain throughout the entire function.

b. Children may not be left unattended during Events and failure to provide appropriate care will necessitate inclusion of contractual charges for security personnel during the Event.

c. Should User fail to provide remedy following violation notification by Operations Personnel, User's current and future rental of Facilities may be affected, including cessation of the Event until such violation is remedied.

B. Insurance.

(1) **Theater User Insurance requirements***.*

a. *User provided coverage*. A Theater User is responsible for providing a comprehensive liability policy, including public liability and property damage covering premises, operation production therein, for the time frame beginning with the move-in date, and ending on the last date of the move-out period, in accordance with the Irving Arts Center Insurance Requirements, Attachment B.

b. *City provided coverage*. For the convenience of its Users, the City provides coverage meeting the requirements described above for Users of the IAC Facilities. Facility Users may request this coverage for an additional charge which will be added to the rental fee.

(2) **Non-Theater Insurance Requirements***.* Use of non-theater venues may carry additional insurance requirements, which will be determined by the ADOEP.

C. Damage Deposit. A separate damage deposit from that required in Subchapter II is required for each separate Use Agreement, which will be returned to the original depositor upon (1) the approval of the Technical Theater Coordinator and the Event Supervisor(s), who will inspect and assess the condition of the facility upon move out and (2) the payment of any balances due. Damage deposits will be used to pay for any damage claim or balance due.

D. Non-Exclusive Use. User's rental of a venue at the Irving Arts Center is nonexclusive and will not prevent the IAC from booking other venues in the Facility. IAC will make a reasonable effort to notify User of other concurrent uses of the Facility. Users, other than Founding Organizations, may leave scenery in place and pay the normal rehearsal rental rate for the Facility for each daily period at the prevailing rehearsal rate contained in the Rental Rate Sheet for a maximum charge of twelve (12) hours per day. The IAC Technical theater staff will coordinate the set move and restoration, but moving scenery between weekends is the responsibility of the primary User.

E. Cancellations.

(1) With the exception of challenged dates, the Rate Sheet cancellation fees apply to all categories of Users.

(2) If a User cancels a date or Use Agreement and the deposit is less than the fee owed, the User must pay the balance owed before any future use of the Facility.

(3) Dates may only be held and cancelled without penalty for ten (10) working days from the date of reservation.

(4) Penalties will apply to all categories of Users, regardless of the rental amount or deposit amount already paid or potentially owed by a given User.

(5) The Irving Arts Center reserves the right to cancel booked Events with Users that have outstanding balances, regardless of the User's classification status.

F. Liability, Indemnity and Hold Harmless.

(1) **City and IAC not Responsible for Injury or Property Loss**. The City and the Board are not responsible for injury to property placed in any Facilities controlled by the Board. Further, the Board and the City of Irving shall assume no responsibility for personal injury, loss or damage suffered by Users using the Facility. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the IAC buildings, either prior to, during or subsequent to the use of the buildings by the User, IAC and its officers, agents, and employees shall act solely for the accommodations of the User and neither City, the IAC, nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

(2) **User to Execute Indemnity and Hold Harmless**. As a part of the Use Agreement, the User shall and does hereby agree to hold harmless the City of Irving, the IAC, its Board, officers, employees and agents from any and all damages, loss or liability of any kind, whatsoever, by reason of injury to property or persons occasioned by any act or omission and User will at its cost and expense defend and protect the City of Irving, the IAC, its Board, officers, employees and agents against any and all such claims and demands.

(3) **User's Property**. The User shall remove from the Facility all property, goods and effects belonging to the User or caused by the User to be brought upon said Premises or Facility as provided in the Use Agreement. If any such property is not removed, the IAC shall have the right to sell the same in a manner as prescribed by the City of Irving excess property disposal process. Upon the expiration of the last day covered by the Use Agreement, the User automatically forfeits all claims to either the property or

proceeds thereof. The Assistant Director for Operations and External Programs also has the right to dispose of, store or arrange for such property to be stored, for which the User will pay a reasonable fee and all expenses occurred therefor.

(4) **Ejection from Facilities.** The City of Irving and the Board reserve the right to eject or cause to be ejected from the Premises or Facility any person or persons violating the law or causing a disturbance that could result in a breach of the peace and/or damage to the IAC. The City of Irving, the Board, and the officers, agents or employees thereof shall not be liable to the User for any damages that may be sustained by the User through the exercise of such rights.

(5) **User's Liability for Others**. User shall be responsible for the proper conduct and discipline of all representatives and guests of the User and for any damages to the Facilities, equipment, furnishings or other property provided in the Facility.

G. Compliance with Policies. Users, patrons, and guests shall comply with these Policies and the IAC Facility Procedure Manual at all times. Failure to do so may affect User's current and future rental of Facilities, including cessation of the Event until such violation is remedied.

Subchapter V. Box Office

A. Exclusive Ticket Agency. The Irving Arts Center Box Office (Box Office) is the sole ticket agency for all Public Events, which take place at the Irving Arts Center. All Events held at the IAC, for which tickets are required, will be required to use the Box Office. The Center Box Office is located adjacent to the main entrance of the Irving Arts Center, at 3333 North MacArthur Boulevard, Irving, Texas. Please see section 4 for Hours of Operation.

B. Requirements for Commencement of Sale of Tickets. In order to begin the sale of tickets for an Event at the Box Office and on the Internet, the User must:

(1) **Ticket Order Agreement**. Submit a Ticket Order Agreement at least twelve (12) weeks prior to the Event.

(2) **Use Agreement**.

a. *Execution of Agreement*. Sign a Use Agreement for use of the Facility for the Event.

b. *Compliance; No Default*. Comply with all applicable terms, including payment of all License Fees and/or Deposit Fees currently due, and not be in default under the Agreement.

C. Fees.

(1) **Box Office Charges.** Charges for all Box Office services, including bank processing fees and box office service fees per ticket, are established by the Board on the Rental Rate Sheet.

(2) **All Sales Are Final**. The service fee is not refundable. Phone sales must be paid by MasterCard, Visa or Discover at the time of the call. A bank-processing fee of approximately 2% will be collected on charge sales and will be deducted from proceeds before distribution to User. Charge receipts will be dispersed to the User after payment has been received by the IAC. Allow 14 days for processing of proceeds. In <u>all</u> cases, service fees for pre-pulled and complimentary tickets are the responsibility of the User.

D. Payment.

IAC Box Office accepts the following methods of payment: Cash, Check (TX Driver's License required), MasterCard, Visa, or Discover.

E. Phone Orders.

All phone requests for tickets must be paid by MasterCard, Visa and Discover with purchases being charged at the time the order is taken.

F. Refund Policy.

All tickets are sold "**No Exchange, No Refund;**" however, IAC reserves the right to exchange or refund tickets as necessary to insure a consistently high standard of customer service. Service fees are not refundable under any circumstances.

G. Cancellation Policy.

A User's rights to receive ticket proceeds are subject to the senior rights of customers to receive refunds for cancelled or postponed Events. The User shall promptly advise the IAC and the public regarding any postponed or cancelled Event. IAC will make refunds, minus service charges, only for tickets sold out of the IAC box office. IAC may withhold proceeds due to the User's failure to make such refunds. The User shall pay IAC on demand a sum equal to all refunds made by IAC, less money otherwise payable to the User that IAC has used to make such refunds.

H. Default.

If IAC determines in good faith, based on information from any public authority or other party, that there is a reasonable possibility any Event may not timely take place as advertised, or if the User is in default under the Irving Arts Center Facility Use Agreement, IAC may, at its option, stop any preparation of tickets on the system until IAC receives satisfactory information that the Event will take place as advertised and any such default has been cured.

I. Distribution of Payments to Users.

Box Office receipts will be made by check payable to the organization listed as the User and returned to address on the Use Agreement. Once tickets have been placed on sale, proceeds are distributed to User every week. Final proceeds will be distributed within one week of Event conclusion. Approximately 2% of the total charge receipts and any applicable service fees will be deducted prior to distribution. This fee is subject to change by the Board without notice.

J. Other Box Office Procedures.

Procedures concerning ticket price, ticket representatives, type of seating, proofs, changes of tickets after commencement of sale, ticket sales procedures, ticket stock, and ticket marketing are contained in the IAC Facility Procedure Manual.

Subchapter VI. Food and Beverage Service and Concessions

A. Food Service.

(1) **Public Events**. A licensed and insured caterer must provide all food for all Public Events. Users are solely responsible for providing all required permits and licenses at least ten (10) working days prior to the Event.

(2) **Kitchen Facilities.** Non-exclusive access to the IAC kitchen facilities is included in the rental rate. The kitchens are not equipped for large-scale food preparation and serve all Users of the entire Facility. Each User is held responsible for clean up of the kitchens, including providing necessary cleaning supplies. Additional charges will be assessed for labor and equipment costs in remedying a User's failure to clean the kitchen as required.

(3) **Theater Concession Stands** are available to Users as a part of Theater Rental without additional charge during performance rentals only.

B. IAC Concession Operation Procedures

IAC Concession Operations Procedures may be found in the IAC Facility Procedure Manual.

C. Permit Requirements.

(1) A permit will be required for sales of prepared rather than prepackaged foods or drinks.

(2) The permit may be obtained from the City of Irving Code Enforcement Department, 2nd Floor, Civic Center, 825 W. Irving Blvd, Irving, TX 75060, Phone 972-721-2461 or www.cityofirving.org/codeenforcement/inspections/health. Code Enforcement will be able to explain the necessary procedures and applicable health codes and will assist in procuring the necessary permit(s). A permit is required only if items are to be sold. Be prepared to provide detailed information on the specific food(s) to be sold. Please note that sales of pre-packaged food and drink do not require a permit.

(3) No concession sales of prepared food or drinks will be permitted unless a valid stamped permit receipt is displayed at all times.

D. Alcoholic Beverages.

(1) Sale of alcoholic beverages including beer and wine is prohibited at the Irving Arts Center.

(2) Alcohol Policy.

a. Users who wish to serve alcoholic beverages (beer, wine or champagne only) to non-paying guests, without charge, must:

i. Request to do so in advance by submitting on the Event Information Sheet;

ii. Provide servers that hold a permit from the Texas Alcoholic Beverage Commission;

iii. Furnish a copy of the license for each server in advance of the Event;

iv. Comply with all applicable state and local laws and ordinances; and

v. Agree to provide all necessary security or other costs associated with serving alcohol at the Event.

b. Failure to comply with this policy will result in ejection from the Facility. In case of ejection, the User forfeits its deposit and is responsible for all contract costs.

Subchapter VII. Rules And Regulations

Prohibited Behavior. The following behavior is prohibited while on the Facility and no person shall intentionally, knowingly or willingly, while on the Facility:

(1) Smoke or use tobacco inside any building or within twenty-five (25) feet of any exterior door or operable window;

(2) Use the Facility or any portion thereof for sleeping;

(3) Solicit, panhandle, or distribute handbills;

(4) Bathe, shave, wash clothes, or otherwise misuse a restroom;

(5) Spit;

(6) Use radios, stereos, TVs, videogames, etc. without earphones unless it is part of the performance of the Event;

(7) Use opposite gender restrooms;

(8) Engage in voyeurism/peeping or disorderly conduct as defined by Texas Penal Code 42.01
(9) Carry into the Arts Center bedrolls, bed blankets, large plastic bags, large boxes, sleeping bags, or sports equipment;
(10) Be intoxicated resulting from alcohol or other drugs; absolutely no alcohol may be consumed outside the Facility or in the parking lot
(11) Bring animals inside the buildings, except for special service animals for the blind, hearing impaired, disabled, or for program activities;
(12) Sit or stand on display and work surfaces, such as tables, end tables, counters, desks, etc.;
(13) Exhibit poor personal hygiene;
(14) Entering any body part or throwing any foreign object into fountains or ornamental bodies;
(15) Skateboard, rollerblade, or utilize any "wheeled" footwear; or
(16) Carry a weapon into the Arts Center unless the individual is a licensed peace officer in the State of Texas ,a federal law enforcement agent authorized to carry a firearm as part of the officer's duties, or otherwise authorized by the laws of the State of Texas to carry a firearm.
(17) Physically, verbally, with gestures, or otherwise threaten, abuse, intimidate, or assault another person, including intentionally dispense any chemical that will emit a foul or offensive odor or cause irritation of the eyes or skin;
(18) Interfere with an employee in the performance of said employee's duties, by means including, but not limited to, inappropriate conversation or behavior, sexual advances, or physical and/or verbal harassment;
(19) Engage in conduct which disturbs the reasonable use of the Facility by the public and by staff or puts others in reasonable fear for their physical safety;
(20) Violate any laws of the United States of America, State of Texas or the City of Irving.

6. IAC EQUIPMENT

A. Use of Equipment by Employees assigned to IAC

(1) IAC and City equipment, tools, and supplies will be used by employees in the performance of the functions assigned to the IAC.

(2) With the permission of the ADOEP, an employee may loan IAC equipment, tools, and supplies to another City department to accomplish City functions assigned to that department.

(3) IAC employees shall not use IAC or City equipment, tools, or supplies for personal benefit or personal gain.

(4) IAC employees shall not use IAC or City equipment, tools, or supplies for the personal benefit of other individuals.

B. Other Loans of IAC Equipment. Without the prior permission of the Irving City Council or the City Manager, employees shall not loan IAC and City equipment, tools, and supplies to anyone except as provided in Paragraph 6(A)(2).

Attachment A. (Subject to change based on physical modification of Arts Center property)

VENUE	CAPACITIES							DIMENSIONS		
	Theater (fixed)	Reception Standing	Banquet Seated	Class room	Hollow Square	Audi-torium	Board	Square feet	Ceiling Height	Room Dimension
Carpenter Performance Hall	700	773	360 (stage)		30 (stage)	250 (stage)		5414		
Carpenter Lobby		399	144					2795	30'	18'x 107' approx.
Dupree Theater	253	515	240 (stage)		20 (stage)	175 (stage)		3605		
Dupree Lobby		382	156					2678	16'	17'x120' approx.
Art Lab Classrooms				17	12	30	12	345 ea.	11"	varies
Rehearsal Hall		375	175	131	60	200	40	2627	19'8"	36'x 57'x 81'
Suite 200		411	200	140	70	350	40	2880	11'	60'x 48'
Meeting Rooms A & B (each)		49	23	17	12	30	12	345	11'	15'x 23'
Meeting Room C							32	660	11'	23'x 30'
Combined A & B		98	46	34	24	45	34	690	11'	30'x 46'
Combined A, B & C		192	90	67	45	75	35	1350	11'	30'x 45'
Courtyard		50				50				
Focus Gallery		139	65					976	8'10"	
Main Gallery		544	253					3808	26'6"	28'x 136'

Definitions of styles used in this table:
Classroom – seated on one side of a table facing the same direction
Auditorium – chairs set up with isles in the middle/side with stage/podium at the front
Banquet – seated at 48" to 60" round tables; six to ten persons to a table
Reception – guests standing up, tables for food service only
Hollow Square or U –tables_set in a square or U-shape w/chairs on one side
Board – Seated around a conference style table
Reception - tables for food service only and guests standing up.
Theater - chairs placed facing toward a podium with a center and side aisles.
Fixed - permanent seating in armchairs.

Attachment B.

IRVING ARTS CENTER
INSURANCE REQUIREMENTS

Commercial General Liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the Premises, such insurance to afford immediate protection to the limits of not less than $1,000,000 per occurrence, and $1,000,000 aggregate and such insurance shall include advertising injury and personal injury, Fire Damage of not less than $ 300,000 per occurrence, and Medical Expense Limit of not less than $ 5,000 per occurrence.

- The **City of Irving** Arts Center) shall be named as an **additional insured** on all policies, without any restrictive modifications.
- All policies shall contain an endorsement **waiving any claim or right of subrogation** against the **City of Irving** and its employees.
- The insurance company must agree to notify the Facility at least **ten (10) days** prior to cancellation, material alteration, or non-renewal of any policy.
- The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas, or have a Best's rating of at least B+ and a Best's Financial Size Category of Class IV or better, according to the most current edition of Best's Key Rating Guide, Property/Casualty - United States.
- The insurance certificate should be addressed and sent to the following:

  Irving Arts Center
  3333 N. MacArthur Blvd. Ste. 300
  Irving, TX 75062.

Council Resolution No. RES-2009-105, March 5, 2009

Attachment C, 3 pages

Effective October 2011

Irving Arts Center
Rate Sheet

PERFORMANCE REHEARSAL SPACE		Carpenter Performance Hall	Dupree Theater	Rehearsal Hall & Suite 200
Performance (price per hour with four hour minimum required)	***Non-Profit**	**$200 per hour $800 min.**	**$75 per hour $300 min.**	**$75 per hour $300 min.**
	Commercial	$ 400 per hour $1,600 min.	$150 per hour $600 min.	$100 per hour $400 min.
Rehearsal (price per hour with a four hour minimum required in theaters)	***Non-Profit**	**$100 $400 min.**	**$50 $200 min.**	$40
	Commercial	$200 $800 min.	$100 $400 min.	$75

DEPOSIT

Due 10 working days from date of reservation. May not be applied to contract balance. Deposit balance refunded 15 days following event less any balance owed.

Non-profit	$500 for theatre rentals and receptions
	$250 for other rentals
Commercial	$1,000 for theatre rentals
	$500 for other rentals

CONTRACT PAYMENT

Due in full 30 days prior to contract start.

RECEPTIONS		Focus Gallery	Dupree Lobby	Main Gallery, Sculpture Garden & Carpenter Lobby	Rehearsal Hall Suite 200
For receptions only (price per hour with a four hour minimum required)	***Non-Profit**	**$25 per hr $100 min.**	**$50 per hr $200 min.**	**$100 per hr $400 min.**	**$75 per hr $300 min.**
	Commercial	$50 $200 min.	$75 per hr $300 min.	$150 per hr $600 min.	$100 per hr $400 min.

DEPOSIT REFUND/CANCELLATION POLICY

Applies to all clients. If cancelled…

12 or more months before reserved date	$100
6 to 12 months before reserved date	$250
3 to 6 months before reserved date	$500
3 months or less before reserved date	$1000

MEETINGS <49 (49 people or less)		A, B, C, Art Lab	Room ABC Combined	Rehearsal Hall & Suite 200
(price per hour; no minimum required) No food/ beverage service allowed, Max. attendance of 49 or less., Price includes tables and chairs, No insurance purchase required.	***Non-Profit**	**$20**	**$ 40**	**$75**
	Commercial	$ 30	$ 60	$100

MEETINGS 50+ (50 people or more AND all meetings with food/beverage service)		Room ABC Combined	Rehearsal Hall & Suite 200
(Price per hour; four hour minimum plus labor, equipment & insurance)	**Non-Profit**	**$50 per hr $200 min.**	**$75 per hr $300 min.**
	Commercial	$75 per hr $300 min.	$100 per hr $400 min.

To qualify for non-profit rates, proof of IRS 501 © 3 designation is required & contract must be signed by non-profit representative and balance paid by designee funds.

Attachment C, 3 pages

Effective October 2011

Irving Arts Center
Rate Sheet

LABOR RATES (As applied to all rentals or as determined by policy, billed post event based on actual cost.)	**Carpenter Performance Hall**	**Dupree Theater**	**Galleries. Meeting Rooms, Rehearsal Hall and Suite 200**
Theatre Technician/Maintenance worker $19.50 per hour avg.	Four technicians required	Two technicians required	Determined based on event
House Event Supervisor $15.50 avg. per hour	Two required for events with audience (paid or invited)	One required for events with audience (paid or invited)	One or two required for receptions, meetings & events as determined by policy
Ushers/Ticket Takers $15.50 to $18.00 per hour	As required by policy	As required by policy	N/A
Uniformed Security $30 to $35 per hour	As required by policy	As required by policy	As required by policy

WEDDING PACKAGES
(Specialty tables, AV equipment and custom lighting not included)

Wedding only:
For a wedding with up to four hours of usage and no refreshments in the Main Gallery, Suite 200, Carpenter Lobby or the Sculpture Garden

$700 inclusive plus $250 damage deposit.

EQUIPMENT RATES As applied to all commercial and non-profit rentals or as determined by policy. Equipment list available on request.	**COST PER DAY PER ITEM**
1st Day Equipment Fee (theatres) basic sound & lights	$100
2nd and Subsequent Day Equipment Fee (theatres)	$50
Piano (7'Baldwin, 9'Steinway, Benard Steinert, 5' Steinway, Sojin Upright)	$115 tuned 1st use; $50 per day thereafter
Projector & Screen (all venues)	$200 per day

DATE CHALLENGE & FEE
A non-resident client requesting a date held by a resident organization may "challenge" the date by signing a use agreement & paying a deposit to secure the date. The challenged client will have seven business days to pay the required fee & sign a use agreement. If the challenged organization pays the required deposit & completes the use agreement within seven business days, then the deposit will be returned & the use agreement voided without penalty to the client initiating the challenge. A deposit of $1,000 & a signed use agreement is due before a challenge can be initiated

TULIP INSURANCE RATES
Applies to all clients based on event type, venue capacity & attendance $150 to $250 per performance/event **Insurance rates & coverage subject to change and are based upon availability.**

BOX OFFICE SERVICE FEES (All clients must use IAC Box Office)	**PRICE PER TICKET**
Complimentary	.1.50
Proof ticket	N/C
Season Ticket	$1.50
Reserve Pull	$1.50
Pre-Pull	$1.50
Reprints	$1.50
Exchanges	$1.50

All sales are final. The service fee is not refundable. Phone sales must be paid by MasterCard, Visa or Discover at the time of the call. Bank processing fee of approximately 3% will be collected on charge sales & will be deducted from proceeds before distribution to client. Charge receipts will be dispersed to the client after payment has been received by the Arts Center. Allow 14 days for processing.

Receptions only:
Package A -- Suite 200, Main Gallery, Sculpture Garden or Carpenter Lobby for up to 8 hours use for events without alcohol plus tables and chairs
$1,300 inclusive plus $500 damage deposit

Package B -- Suite 200, Main Gallery, Sculpture Garden or Carpenter Lobby for up to 8 hours use for events with beer, (no kegs) wine or champagne provided by the client. **$1,600 inclusive plus $500 damage deposit**

Wedding & Reception
Add $300 to Package A or B for up to three additional hours in another venue for a wedding ceremony (includes time required for set-up and strike & allows an hour for the service).
All wedding packages include room rental, tables, chairs for up to 200, event labor & TULIP(insurance).

Irving Arts Center
Rate Sheet

DAY RATE PACKAGES Available for events scheduled between 7A – 5P, Monday–Friday only	***Up to 10 hours of use**	**Carpenter Performance Hall**	**Dupree Theater & Suite 200**
Includes 2 front-of-house (FOH), up to 3 theatre technicians & house equipment. Does not include insurance or deposit.	**Non-Profit**	$1,800 package	$750 package
	Commercial	$2,500 package	$1,250 package
DAY RATE PACKAGES Available for events scheduled between 7A – 5P, Monday–Friday only	***Up to 4 hours of use**	**Carpenter Performance Hall**	**Dupree Theater & Suite 200**
Includes 2 front-of-house (FOH), up to 3 theatre technicians & house equipment. Does not include insurance or deposit.	Non-Profit	$1,000 package	$450 package
	Commercial	$1,250 package	$625 package
*Additional hours available at regular hourly rental rates, plus hourly labor charges. Events requiring more than 3 technicians will be billed at hourly labor rate for additional technicians required.			