



Venue Rental Policies

A non-refundable deposit of \$250.00 is due immediately upon the signing of this contract to secure the date(s) enumerated herein. FHPAC may request an additional deposit against ticket sales for certain renters.

The Renter will be able to utilize the areas of the facility specified for use in the contract. No assumptions are made for areas or equipment not contracted for use.

The Renter agrees to abide by all of the following Terms and Conditions of use.

General Terms and Conditions

Venue Policies

The Facilities Manager and/or Stage Manager will consult with each Renter to determine the staffing and equipment needed for the use and determine additional labor and/or equipment expenses that may be necessary. Upon booking, an estimated total charge will be provided by FHPAC. Actual charges will be calculated upon completion of event.

Non-profit organizations must provide a not-for-profit determination letter, tax exempt certificate (ST 119.1), and W-9 showing identification number (EIN). For-profit Renters must provide a W-9 showing an identification number (EIN) and a sales tax certificate (where appropriate).

All Renters must provide an insurance certificate showing current coverage naming FHPAC as a named additional insured for an aggregate amount of One Million Dollars (\$1,000,000). Annual blanket certificates are acceptable.

Renter must show proof of licenses, rights, and/or permissions for content requiring performance rights approval.

General Administrative Policies

Renter's administration, staff, artists, vendors and volunteers and all others not employed by FHPAC are considered guests and are subject to all FHPAC policies. FHPAC has the right to remove any person from the facility for non-compliance of policies and local laws.

All events must end by 11 PM.

All events must include a 20-minute intermission.

FHPAC has total authority over all audio decibel levels, no exceptions. The campus has a residential component and consideration of building tenants is a priority.

The use of cameras and recording devices by patrons may be prohibited for specific events.

Helium balloons are strictly prohibited in all areas of the building.

The climbing on or attaching of anything to the theatre seats is prohibited. No instrument cases, suit cases or any hard-personal items with the exception of soft handbags or garment bags may be placed in the theatre seats.

Nothing shall be attached to the facility walls or painted surfaces without permission.

Life/Safety

FHPAC retains control of the facility, the enforcement of all policies, and all decisions concerning any general emergency such as fire or force majeure.

In the event of an accident or injury to patrons, staff, and/or artists participating as Renters at FHPAC, an incident report must be filed with the FHPAC Administration.

The FHPAC House Manager will coordinate the response to any accident or injury to a patron attending a performance or event.

Smoke Free Environment

Smoking or vape products are prohibited in all interior areas of the performing arts center. There are designated smoking areas outside the building. Please respect the designated smoking areas and dispose of cigarette butts sensibly. No smoking outside the stage door or loading dock.

Trash Removal/Cleaning

Trash removal will be provided by FHPAC. Additional charges may be levied against any Renter that leaves behind excessive amounts of trash in any area of the facility.

Cleaning and Sanitization of all areas will be provided by FHPAC. Excessive soil and damages to the facilities and equipment may incur additional charges to the Renter.

Program and Marketing

FHPAC has a house program used at all events. Renters shall provide, at their own expense, a program insert for inclusion. Under special circumstances FHPAC may allow a Renter to use

their own program in lieu of the house program. If the Renter's program is used, the Renter agrees to allow the inclusion of FHPAC credit and programming inserts.

FHPAC does not guarantee paid advertising on the part of FHPAC for Renters performances or events. FHPAC will include Renters performances and events in venue scheduled advertising at the venue's discretion provided the Renter provides advertising content in a timely fashion.

FHPAC participates in ticket giveaways with various media outlets as a marketing tool. Renters will be alerted by FHPAC administration if an outlet requests tickets for a giveaway.

Participation is at the discretion of the Renter.

FHPAC will provide access to its branding document and logos. Only FHPAC approved logos may be used to represent FHPAC in Renter's marketing.

Parking

The main patron parking lot is located on the East side of the building with access to both the North accessible entrance and the Fort Hill Avenue facing main entrance. Street parking is permissible per City signage on Fort Hill Avenue and North Main Street. FHPAC provides Parking Attendants to facilitate patron parking for all events.

The South front island parking lot is reserved for apartment complex tenants only.

Renters and their personnel must park in front of the building, near the stage door, perpendicular to the sidewalk.

FHPAC is not responsible for damage to vehicles on the property, in the parking lot or on City streets.

Front of House Policies

Ticketing

Tickets for shows and events at FHPAC can only be purchased through the FHPAC Box Office. Sales will be available in advance on-line and in person at the FHPAC box office and day of show at the box office.

Will Call tickets will be available in the lobby at the Box Office.

Tickets are limited to the posted occupancy specified for the theatre. Occupancy by more than the posted number is unlawful.

All persons attending a performance must have a ticket.

All ticketing is sold as reserved seating only.

All aisles and walkways must be kept clear at all times. There is no standing room.

There are six (6) wheelchair locations on the main floor level. These locations and their adjacent seats are reserved for wheelchair patrons and their companions. These locations may be reallocated to general sales at the discretion of the box office prior to curtain.

The request for all comp tickets must be approved and issued to the Renter through the box office. All comp tickets will be assessed a \$1.00/ticket fee. Comp ticket reseating requested by the Renter will be assessed an additional \$1.00/ticket fee.

Any extraordinary or out of system ticket sales will be assessed a fee of \$4.00 per transaction.

A certain number of house seats are held for FHPAC purposes. These seats will be released to the general sales pool at the discretion of the box office.

If an event is cancelled by the Renter, the renter will be charged \$4.00 per refunded ticket plus any merchant fee directly related to the ticket order refunded.

If an event is postponed by the Renter, FHPAC will contact all current ticket holder as soon as the decision to postpone is made. Once a reschedule date has been determined FHPAC will move all currently held tickets to the new date and alert ticket holders of the new date. If a ticket holder cannot attend the new event date FHPAC will refund the patron's purchase. The Renter will be charged \$4.00 per refunded ticket plus any merchant fee directly related to the ticket order refunded.

Vending, Concessions, Merchandise, and Craft Services

All food and beverage sold as concessions must be supplied by FHPAC.

No food and beverages for sale for public consumption can be brought into the building. Food and beverage for staff and artists may be brought into the facility and is only permitted in the green room. All food and beverage brought in must be approved and served in accordance with FHPAC guidance.

Electrical appliances such as microwaves, refrigerators, coffee makers, crock pots cannot be brought in for use anywhere in the facility. The FHPAC green room is equipped with a microwave, coffee maker and refrigerator and prep area for use by Renters. Renters must clean up after use.

Beer and wine are permitted in the gallery, house, mezzanine and green room.

Bar service is managed by FHPAC. All persons selling, or consuming alcoholic beverages must be at least 21 years of age, have proof of age, and follow State Liquor Laws and FHPAC policies.

All merchandise for sale by a Renter must be approved by FHPAC. The Renter is responsible for their own staffing, cash till, and/or credit card processing. FHPAC will assess a fee of 10% of gross sales for merchandise sold at the venue. FHPAC will provide a dressed table at the Renter's request.

House Staff

FHPAC provides parking staff, box office staff, house manager and all other FOH staff (ushers, ticket takers, coat check attendant, and concessions attendants).

House staff is authorized to act for the safety of all patrons.

Please direct all front of house questions and concerns to the Operations Manager.

The house will open one half hour prior to curtain. Exceptions must be pre-approved by FHPAC.

When patrons are present the following FHPAC personnel must be present: House Manager, Ushers, Box Office Attendant(s) and Parking Attendant(s).

Required FHPAC Production Staffing and Labour

FHPAC house production staff must be present any time that the Renter, its agents, contractors and employees are in the building.

Only FHPAC staff will be allowed to operate the FHPAC Light and Sound Boards.

FHPAC is a union house serviced by I.A.T.S.E Local 25 (Rochester). All labour calls will be placed by the FHPAC Stage Manager. All I.A.T.S.E. costs will be charged to the Renter at time of settlement. An estimate of I.A.T.S.E. charges will be provided to the Renter as a function of event preparation.

All union, FHPAC technicians, and crew are under the direction of the FHPAC Stage Manager and Stage Operations Manager.

All Renter production staff must be approved by the Stage Operations Manager and Stage Manager in advance.

The FHPAC Stage Manager and Stage Operations Manager retain the management of all FHPAC production areas and technical operations of the venue, no exceptions. Stage Managers working for the renter will have their usual authority over the Renters production.

The FHPAC Stage Operations Manager and Stage Manager will determine if additional staffing is required for your production.

Stage Policies

General Stage Policies

Shoes must be worn at all times in all areas of the building. Bare feet, sandals and open toed shoes are not permitted backstage or on the stage unless approved in advance by the Stage Manager.

Under no circumstances is anyone permitted to jump on or off the apron of the stage.

Stage access is provided DR and UL. Stairs for stage access may be used when the stage lift is at the house level. Advance notice is required for stair access, extra charges may apply.

All equipment brought into FHPAC including personal items must be used or stored as requested by the Stage Manager. Technical production equipment brought in by Renter must be approved for use by the Facilities Manager.

All performers and staff should arrive at the stage door stage right for load-in of any production supplies and musical instruments.

All matters pertaining to load-in/out shall be scheduled with the Stage Manager or Facilities/Stage Operations Manager in advance.

Fire Safety

No matches or open flames are allowed in any area of the performing arts center.

Pyrotechnics may not be used in the facility.

All softgoods, scenery and props brought in shall be properly fire-proofed and the FHPAC Stage Operations Manager must receive a copy of the certificate.

All egress areas are to be kept clear at all times of scenery, production equipment, instruments, cases, accessories, etc. The Stage Manager is authorized to clear areas.

All equipment, costumes, props, etc. stored on the premises during use will be managed and assigned by the Stage Manager and must be removed at the close of use.

It is understood that the Stage Manager will insure compliance with NYS, FHPAC and Local Fire Codes at all times.

Firearms/Weapons/Props

Real firearms and weapons are prohibited in the building with the exception of law enforcement personnel.

All prop firearms and weapons must be approved in advance by the Stage Manager and must be kept in locked storage.

All props are subject to inspection. The Stage Manager is authorized to deny the use of any prop firearms or weapons or other props deemed unsafe.

Removal/use of Scenic Elements, Materials, etc.

Scenic materials and supplies that need to be disposed of are the responsibility of the Renter. Additional charges may apply for scenic materials and supplies not removed from the facility in a timely manner.

FHPAC can arrange at Renters expense a dumpster for scenic disposal. As with all dumpster use, refuse materials may not protrude above the top edge of the container.

Hazardous materials may not be disposed of in sanitary sewer, trash receptacles in the building or trash receptacles/dumpsters outdoors on the property.

Flammable items such as gasoline, kerosene, lighter fluid, flammable paints, solvents and materials that may pose a health and safety risk may not be brought into the building.

All paints and art supplies for use must be approved in advance.

Equipment Use

All FHPAC owned production equipment must be operated by FHPAC designated staff unless advance arrangements have been agreed to.

Only FHPAC designated staff may operate or use the personnel lift, the manual rigging system and the pit lift.

The Facilities/Stage Operations Manager must approve Renter staff utilization of FHPAC equipment.

Production Staff and Performer Parking

Parking for Renter Staff, Artists and Musicians is located along the sidewalk directly in front of the building adjacent to the stage door.

Hold Harmless

The Renter agrees to indemnify and hold harmless FHPAC from any and all liability, damages, or claims of damages arising out of or in connection with injuries to any person or persons, or the property of any person or persons, including damages caused by death of any person or persons, caused by the Renter, its agents, employees, or patrons or anyone participating in, performing in, or attending any event presented by the Renter.

The Renter further agrees to protect, indemnify, and hold harmless FHPAC from and against any claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee, agent, contractor, sub-contractor, player, or performer participating or performing in any event presented by the Renter.

Recording, Broadcast, Streaming, and other media

The Renter acknowledges that FHPAC has secured appropriate licenses through the American Society of Composers, Authors, and Publishers (ASCAP), Broadcast Music, Inc. (BMI), and Global Music Rights (GMR) for live musical performance only.

Renter agrees to secure all necessary licenses and rights for the presentation of theatrical/dramatic, musical theatre, dance and/or multi-media works at FHPAC.

FHPAC prohibits multi-camera and multi-microphone recording of performances and events where tickets are for sale to the general public. The Renter may position a single camera near Mix Position for archival recording only. The Renter may provide a TasCam or other recording device to the Audio Engineer for an archival sound recording.

Satisfactory evidence of licensing and rights clearance must be submitted to FHPAC by the Renter prior to occupancy.

Force Majeure and Cancellation

Force Majeure

FHPAC shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government order, blockage, embargo or failure of electrical service, severe weather conditions and/or government decree. FHPAC reserves the right to cancel or postpone any event due to the reasons listed. FHPAC will consult the Renter regarding cancellation or postponement.

Ticket sale proceeds will be held until all refunds are made.

FHPAC will not be liable for any costs incurred by Renter in preparing for cancelled performances or for lost profits or consequential damages arising from cancelled performance.

Cancellation and Termination

The Renter may cancel its space reservation by written notice delivered to the FHPAC Executive Director via e-mail, first class mail, overnight courier, or by hand at least thirty (30) days prior to

the load-in date, without further financial obligation to FHPAC other than forfeiture of rental reservation deposit.

If the Renter cancels its reservation less than thirty (30) days prior to load-in date whether prior to or during the scheduled run of performances, the Renter must pay the full amounts owed.

FHPAC may terminate its agreement with a Renter at any time if either (a) FHPAC is given notice by any governmental agency or department that Renter is violating any applicable laws, ordinances, codes or permit conditions or (b) if Renter is damaging the space, equipment or other facilities or fixtures of FHPAC or is otherwise violating provisions of its Agreement. FHPAC will affect a termination by delivering a written notice to an authorized representative of the Renter. FHPAC will not be liable for any costs incurred by Renter in preparing for cancelled performances or for lost profits or consequential damages arising from cancelled performances.