

## **OPERATIONAL RULES AND REGULATIONS FOR NPS PERFORMING ARTS FACILITIES**

These Rules and Regulations are part of the Rental Agreement for the Nancy O'Brian Center for the Performing Arts (hereinafter referred to as "CPA") and the Norman High School Theatre (hereinafter referred to as NHS). The rules herein must be adhered to absolutely by RENTERS entering a rental agreement with the Norman Public Schools (hereinafter referred to as NPS) for the use of either facility.

Should RENTER be found in violation of any of the provisions of this Usage Policy, NPS will immediately consider the Rental Agreement null and void and RENTER will forfeit all advance payments made to the NPS and be liable for all rental fees and other expenses, including legal fees incurred, whether or not the event actually occurs. Additionally, future events scheduled by RENTER may be cancelled at the discretion of the NPS management.

The Application Form for Use by Non-NPS Groups, the Contract for Non-NPS Groups, and these Rules and Regulations are the only relevant agreements between the RENTER and NPS. No oral statements or prior written matter shall have any force or effect.

It shall be the responsibility of the RENTER to completely inform the proper agents or employees of the RENTER concerning these rules and regulations. For clarification of individual rules, call the CPA Theatre Manager's Office.

## A. FACILITY

1. ASSIGNMENT OF SPACES: NPS has sole authority to assign facility space to RENTER in its facilities. No CPA or NHS space shall be utilized by RENTER other than that expressly assigned in the Rental Agreement without written authorization of NPS.
2. NON-TRANSFERABILITY: Space assignments may not be given, traded, sold or otherwise assigned from one RENTER to another. If a RENTER relinquishes a date, that date reverts to NPS and becomes subject to general scheduling availability according to established priorities and scheduling procedures.
3. NPS will deliver all contracted equipment and spaces in normal operating condition.
4. All NPS personnel hired by RENTER will be adequately trained and prepared.
5. NPS will provide controlled heat and air conditioning, electrical power, rest rooms, water, and normal pre- and post-event cleaning.

## B. COMPLIANCE WITH LAWS AND LICENSING

1. FIRE/SAFETY CODES: All sets, costumes, props, flashpots, laser lighting equipment, and any other materials used by the RENTER must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibit open flame (i.e. Candles), smoking, flammable decorations, and pen flames, and explosive or inflammable fluids, gases and compounds must be observed. NPS may require written evidence that all such codes have been observed and that operators have the required license(s).
2. All organizations using NPS facilities must comply with all pertinent laws, regulations and codes of: The Norman Public Schools, the City of Norman, The Board of Health, Cleveland County, the State of Oklahoma, and the United States of America.

## C. RENTER REPRESENTATIVES AND SUBCONTRACTORS

1. It is expressly understood that this is a rental agreement between NPS and the RENTER, and that, except for the contractual obligations set forth herein, NPS does not accept any responsibility for the supervision, direction, or control of services of RENTER's employees, subcontractors and/or agents for the manner, means, and/or details by which RENTER's employees, subcontractors and/or agents carry out the terms of this agreement. It is understood that the RENTER signs this agreement in the capacity of an independent contractor and not as an employee or agent of NPS, and RENTER agrees to assume all liabilities normally accruing hereto.
2. CONTRACT REVIEW: NPS Management reserves the right to review all contracts related to the presentation of an event, including contracts between RENTERS and performers, speakers, subcontractors, managers and others. NPS Management may require changes to these documents to ensure compliance with established policies.
3. RENTER REPRESENTATIVE(S) At the time of execution of the Rental Agreement, RENTER will furnish to the NPS the name, address, and phone numbers of the RENTER's Authorized Representative(s) or principals authorized to make decisions, resolve problems and conflicts, or to negotiate any alterations in event

- C. 3. *(continued)*  
procedure with NPS. At least one Authorized Representative is required to be in attendance throughout the scheduled time for the event, including pre- and post-access time. RENTER will notify NPS, in writing, of any change in representative, and this written change will become part of the rental agreement. NPS will not recognize any new or additional RENTER representatives until receipt of written authorization from RENTER.

#### D. SAFETY

1. RENTER shall not obstruct any entrance to the premises, halls, stairs, lobbies, and audience chambers, nor allow the same to be obstructed in any manner. RENTER further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. NPS shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal.
2. Patrons or other non-stage personnel are prohibited from being on stage or in the wings at all times unless approved in advance by NPS Management.
3. RENTERS must adhere to all NPS and State of Oklahoma safety policies and generally accepted standards applying to health, life, and fire safety.

#### E. CANCELLATION

1. If an event must be cancelled after it is publicly announced, the RENTER will immediately notify the Theatre Manager's Office in writing regarding the cancellation. RENTER is responsible for publicizing the cancellation through the normal publicity channels and posting appropriate notices. At the discretion of NPS, RENTER may also be required to furnish a representative to be at the event site at least one hour prior to the cancelled event's start time to inform those patrons who may not have otherwise been informed of the cancellation. If RENTER is unable to provide this representative, NPS will do so at cost to the RENTER.
2. NPS shall have the sole right to determine in good faith whether conditions of inclement weather or emergency circumstances warrant cancellation of an event.

- F. EXCUSABLE NON-PERFORMANCE: The parties shall be excused from further performance under this agreement upon the occurrence of one or more of the events listed below; provided however, that licensee shall be responsible for pro rata rental fees and actual out of pocket expenses incurred by the CPA or which the CPA is obligated to pay as of the date of the event.

1. Destruction of the SPACE(S) or CPA, including any physical damage which, in the sole opinion of the CPA, renders use of such space unsafe or impractical.
2. Destruction or any physical damage to equipment to be used or needed by RENTER, which in the sole opinion of CPA renders the use of SPACE(S) or CPA unsafe or impractical.
3. Any act or regulation of public or governmental authority that, in the sole

opinion of the CPA, renders performance under this Agreement impossible or impractical.

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4. Any labor difficulties, civil tumult, strike, epidemic, or other cause, beyond the control of the parties, which, in the sole opinion of the CPA, renders performance under this Agreement impossible or impractical.

G. INTERRUPTION, TERMINATION, or CANCELLATION OF EVENT:

1. NPS shall retain the right to cause the interruption or termination of any event in the interest of public safety or if the event is harmful to NPS equipment or facilities.
2. CANCELLATION BY RENTER: Should RENTER desire to cancel this Agreement and if notification is given in writing to the NPS at least ten (10) business days prior to the date of scheduled event, NPS shall retain the advance deposit as liquidated damages, plus any additional expenses incurred, and the RENTER and the NPS shall be relieved of any further obligations under this Agreement. RENTER is responsible for full rental fee and NPS expenses if cancellation is within ten (10) business days of scheduled event. In the event the RENTER fails to appear, perform, and/or present, or defaults in the performance of the provisions of their contract for reasons other than those allowable by contract and riders, the NPS shall be entitled to all payments due as if the contract had been fulfilled.
3. REFUNDS: Should there be a cancellation, postponement, or any problem which would require refunding of ticket income, refunds will be handled by the RENTER according to a plan established by the RENTER and pre-approved by NPS. If NPS is providing Box Office Services the RENTER agrees that the NPS shall only reimburse the amount due to ticket holders whose tickets were purchased at NPS's Box Office, and then only to the extent NPS is holding ticket proceeds in excess of the amounts owed NPS by the RENTER.
4. EQUIPMENT/SUPPLIES/MATERIALS USAGE: Lighting/Sound equipment used beyond that included in the Rental Contract, and any NPS Shop supplies used in staging events will be charged to the RENTER.

H. PARKING: RENTER must follow current Norman High School or Norman North High School parking regulations as prescribed by NPS. Parking is not permitted in the Service Areas, Loading Docks, or service roads unless arrangements are made in advance with NPS. RENTER and patrons may be required to obtain a parking tag or guest hang tag. Under no circumstances may RENTER charge patrons, guests or staff for any parking privileges.

I. The Norman Public Schools Performing Arts Facilities are not affiliated with the International Alliance of Theatrical Stage Employees (I.A.T.S.E.).

J. DELIVERY OF GOODS

1. Sets, costumes, and other materials belonging to the RENTER delivered prior to contracted time will not be accepted by NPS staff without written arrangements and additional charges to the RENTER. NPS makes no guarantee that space will be available to receive materials arriving early.

2. NPS will not accept any goods shipped to the facility for the RENTER, or for any person claiming to be acting for the RENTER, if any sum is to be paid the carrier upon delivery thereof.

#### K. STAGE USE, SET-UP AND STRIKE

1. All set-up and strike time must be scheduled and made part of the Rental Agreement. If allotted time is exceeded, RENTER will be charged for all additional costs. RENTERS are expected to remove all non-NPS equipment and materials immediately following the conclusion of their event, and return the spaces to their pre-event condition. In the event that a RENTER fails to remove the referenced materials immediately following the conclusion of their event, the RENTER shall be liable for the cost of removal and storage by NPS. NPS shall not be liable for any damage to property so removed. NPS is solely authorized to determine whether a strike meets the requirements as stated.

2. All tape used on the stage surface must be of light adhesive and approved for use by the NPS. RENTER shall not allow nails, tacks, stage screws or similar articles to be driven or placed in any part of the premises without prior approval by NPS. The operation of the flying system can only be done under the control of trained NPS employees. All tools and/or loose objects must be secured when going to the loading rail, grid, and lighting positions or up any ladder.

3. No rigging or stage equipment shall be used or changed without the prior knowledge and approval of NPS. All rigging will follow accepted theatre practices. No painting is allowed on stage at any time. The movement of the fire curtain shall not be blocked in any way by scenery or stage materials/scenery/lighting. All stage equipment used in connection with any event, other than that provided by NPS, shall be approved by the NPS staff and included in the Rental Contract. NPS equipment may not be used, loaned, rented or removed from the facility by RENTER.

L. KEYBOARD USE AND TUNING SERVICE: Use of pianos and other musical instruments owned by NPS must be requested a minimum of two weeks in advance. Additional lead-time may be needed if an event will utilize more than one instrument or will necessitate moving an instrument to or within the NPS. Assignment of instruments is at the discretion of NPS and will be based on performance criteria, tuning and service requirements, and scheduling considerations. The NPS maintains all keyboard instruments regularly. RENTER is responsible for damage to any musical instruments provided by NPS for their use. Specifically prohibited are: attaching or fastening anything to pianos, removing lids from pianos, 'preparing' pianos or nontraditional performance techniques requiring manipulation of any interior parts of the piano, striking any part of the piano, etc.

#### M. SOLICITATION AND FUNDRAISING

1. No collections, donations or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the NPS Performance Facilities premises without first obtaining written permission from NPS.

2. No political fundraising tickets may be sold, purchased or transferred on NPS Performance Facilities premises, either inside or outside of buildings. Similarly, no money or checks may be paid or collected on premises for such purposes.

N. Animals are not allowed in Performing Arts Facilities except for those animals assisting in the normal daily activity of individuals (e.g. seeing eye dogs). Animals used in performance may be brought into Performing Arts Facilities only with advance approval from NPS and only during actual rehearsal or performance.

#### O. SEATING PROVISIONS

1. The RENTER will not permit or cause to permit audience seating on the stage, stage wings or in the aisles.
2. All spaces will have a prescribed seating limit for each event. Some of the theatres will regularly vary in capacity (e.g. the Studio Theatre theatre), while other theatres' capacity will vary only occasionally due to special equipment or staging requirements which necessitate the removal of some seats. Availability of standing room is at the discretion of NPS. In no case will seating limitations imposed by the Fire Marshall be overruled.
3. Late seating arrangements will be made separately for each performance, and will be mutually agreed upon by the RENTER and the NPS based on their estimate of the least disruptive time to open the doors and allow people into the space.
4. NPS reserves the right to have objectionable patrons removed from the premises. NPS shall not be held liable in any way for any damages that might be incurred through the exercise of this right.

P. LOST AND FOUND. Any items found in the facility will be held in the CPA's Director's Office, and can be recovered with appropriate identification (if necessary). Items deemed, by NPS, to be of greater value (i.e. jewelry, purses, wallets, leather jackets, and electronics) will be turned over to a district office as soon as possible. NPS will make reasonable effort to locate the owner of the goods. All items in NPS possession after 30 days will be disposed of in a reasonable manner. NPS assumes no responsibility for damages caused by the loss of the item(s).

Q. EMERGENCY MEDICAL TREATMENT: All expenses for ambulance service or emergency room charges at a hospital will be the responsibility of the person so treated.

#### R. HOUSE PROGRAM, PUBLICITY AND PROMOTION

1. NPS reserves the right to distribute to audiences, announcements and literature concerning future attractions to be held at CPA venues, whether or not such attractions are under the auspices of the RENTER or otherwise.
2. RENTER must have prior approval of CPA Management for in-house distribution of all slingers, pamphlets, posters, or any other type of advertisement or promotional material.
3. RENTER shall not advertise or cause to be advertised, nor shall it publicly disclose, through publication or otherwise, that it shall present a performance or event or conduct any activity at an NPS facility, until this Rental Agreement is executed by all parties according to the terms set forth and deposit has been received by CPA.
4. RENTER is responsible for advertising the event/performance. NPS reserves the right to review and approve or reject advertising copy prior to publication. RENTER agrees to promote the event and to make every effort to secure the largest possible audience.
5. Unless event is officially (co-)sponsored by NPS, RENTER shall not publicize event in any manner that may lead to the perception that the event is being (co-)sponsored by the CPA or NPS. RENTER is prohibited from using the NPS or CPA logo in any manner and

on any printed material without the expressed written consent of NPS or the CPA respectively.

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6. RENTER may use the name of the facility solely in connection with the event for informative purposes and to publicize and advertise the location of the event/performance. The building/space shall be identified as “The Nancy O’Brian Center for the Performing Arts,” “John E. Clinton Theatre,” “Studio Theatre,” “Art Gallery,” “NHS Theatre,” depending on space identified in Rental Agreement.
7. RENTER shall provide NPS with the name of the person chiefly responsible for publicizing the event and a telephone number at which that person can be reached during regular business hours.
8. RENTER agrees to provide NPS, prior to the first day of public ticket sales, a short and accurate description of the performance containing: length of acts or sections, synopsis of plot, specific musical works, some biographical information on artist(s), when intermission occurs and their approximate length, when event is to be over, any special sight line or acoustical variation, etc. and/or whatever, in RENTER’s judgment, a patron might typically wish to know about the event.

S. PATRONS WITH DISABILITIES: The CPA and NHS Theatre are accessible to people using wheelchairs or with restricted mobility. Wheelchair seating locations are available. Upon arrival, the ushers will direct you to the appropriate area. It is suggested that you arrive at the Center at least one-half hour prior to show time. RENTER is required to use all due diligence in accommodating patrons with restricted mobility or physical challenges.