

**Reinhardt College
Policies and Procedures
for the
Floyd A. and Fay W. Falany Performing Arts Center**

The Falany Performing Arts Center at Reinhardt College is operated to support the academic, cultural and educational community of the College. It is not available for unrestricted general rental. The primary function of the building is to serve as a teaching, performing and faculty office facility.

The Falany Performing Arts Center Business Manager coordinates the facilities and equipment available for use in the Falany Performing Arts Center. Conditions for use and renter responsibilities are outlined in this document. The Falany Performing Arts Center Business Manager will publish and distribute a monthly calendar of events.

BOOKING:

Request for use of the Falany Performing Arts Center for non-credit-related use and use by outside vendors must be scheduled through the Facilities Use Coordinator at Reinhardt College (770-720-5538.) After a date is selected, the Falany Performing Arts Center Business Manager is contacted for the assignment of room(s), Concert Hall, Lobby, equipment and other needs. Outside vendor use is subject to rental fees. Non-credit-related use by campus personnel may be subject to clean up fees.

For in-house use, proper forms are completed and returned to the Falany Performing Arts Center Business Manager

For outside use, Rental Contracts are negotiated by the Falany Performing Arts Center Business Manager and Renter.

Activities within the Falany Performing Arts Center must increase/enhance the mission statement of Reinhardt College. Final determination for use may be decided by a consultative group chaired by the Vice President of Academic Affairs.

Reinhardt College reserves the right to decline any request for use.

Priority use will be given to organizations as follows: (The calendar will determine all booking opportunities.)

Primary consideration for use of the Falany Performing Arts Center is reserved for recognized academic/teaching functions and student organizations consistent with the mission of the College.

Secondary consideration for use will be given to those organizations whose activities are related to Reinhardt by special sponsorship or by administration/student/faculty/staff participation. These events should be coordinated by an individual/department with the Falany Performing Arts Center Business Manager. Any additional expenses (such as weekend set up/clean up) are borne by the department requesting such service. A plan for covering costs for any event is determined before the event.

The Falany Performing Arts Center Business Manager will distribute necessary forms, which include requests for dates, places, set-up and other pertinent information. Other uses will be scheduled with consideration for organizations whose activities are (a) culturally beneficial, (b) community-oriented, or (c) non-profit events. Consideration will then be given to civic and business organizations or for-profit activities deemed suitable. Finally, consideration will be given to regional civic and business organizations with no local or Reinhardt ties.

The Falany Performing Arts Center is not available for partisan political events or outside fund-raising activities.

Confirmed dates, contracts and reservation forms will be sent to the Renter after request for dates has been secured. The information on the reservation form includes set up needs. All contracts should be completed and returned to the Falany Performing Arts Center Business Manager no later than one month preceding the event. In the event a deposit is required, it is due no later than one month prior to the scheduled event. Completed contracts and deposits not received on time allow rental dates to become null and void. Renter will include access time for set-up/rehearsal and other related activities into contract.

CONCERT HALL, LOBBY AND OTHER AREAS:

Tuning – The Hall may be tuned to accommodate individual programs or larger groups. The Falany Performing Arts Center Business Manager will supervise the tuning for each event according to the Tuning Manual.

Lighting – College technicians must operate the light system. If the event requires anything other than appropriate white stage lighting, a College approved technician must be hired by the Renter to accommodate needs. At the conclusion of the last performance, stage lights must be returned to the original plot found on load-in. Renter accepts responsibility for time/insurance required for any resetting of stage lights.

Sound – College technicians are available to operate sound system. If an event requires additional sound amplification, recording or playback, the renter must provide a sound system that meets the approval of the Falany Performing Arts Center Business Manager and hire a technician to operate equipment. No patching into the speakers of the Hall is allowed. Any videotaping is subject to copyright issues for which renter must assume responsibility. Video camera must be positioned in area that does not interfere with technicians operating sound and lights.

Recording – Audio/Video recordings may be made of performances provided the renter provides equipment and technicians and approval is received from the Falany Performing Arts Center Business Manager and renter assumes copyright responsibilities.

Slide and Video Screen – A screen is available for use. Renter must provide slide projector, carousel and other equipment needed.

Stage Furniture and Equipment – The following items are available and should be specified in the Falany Performing Arts Center Reservation form:

- Large Podium
- Small lectern
- Music stands

Piano - Piano tuning requirements are at the expense of the Renter. Technician approved by Falany Performing Arts Center Business Manager must arrange for tuning of all pianos. No books, tools or other objects shall be placed on the piano(s.) Violators are subject to fines.)

Public telephones are not provided in the Falany Performing Arts Center. The use of cell phones is restricted to the Lobby and outside areas. Telephones in offices of the Falany Performing Arts Center may be used with permission of the Business Manager.

Stage Floor – The Renter is responsible for damage that occurs to the stage floor (including apron and proscenium) towers walls and doors.

Technical Personnel – the Renter is responsible for providing the Coordinator with a complete contact list that includes names and telephone numbers of any technicians not employed by Reinhardt College. The Falany Performing Arts Center Business Manager has the right to dismiss any technician who does not cooperate with the Reinhardt College staff or who is not qualified to fulfill the assigned duties.

House Management – Renters must provide adequate house management for each event. This includes two ushers for lower level seating and 2 ushers for balcony seating (if necessary.) The contact person for each event will serve as House Manager or his/her designee. Adult supervision is required for events involving participants less than 16 years of age.

Rooms – There are 4 dressing rooms available for use. Classrooms and other Academic areas are not available for use as dressing rooms.

Signage- Backstage: All signs are to be placed on stands/easels that are provided. No signs are to be taped to any walls, windows or doorframes. It is, however, permissible to tape signs to dressing room mirrors, provided all tape residue is removed after last performance.

Front of Hall: No signs are to be taped on walls, windows, doors or doorframes. The Renter is responsible for providing easels upon which to place any signs necessary for the audience.

Decorative material and/or signage will be used only with permission of the Falany Performing Arts Center Business Manager or his/her designate.

Hours of Operation – The Falany Performing Arts Center is open for students, faculty and staff from 7 a.m. until 11 p.m. Each Rental Agreement will specify times of use.

Food Regulations – Food and drink is allowed only in special circumstances and in certain areas - determined by the President or the Executive Staff. Water is allowed in the dressing rooms. The Renter is responsible for notifying all participants and audience members of these rules.

Receptions- Receptions may be held in the Lobby (which includes Atrium.) A rental fee is charged for use of this performing arts center. Catering is available through the Reinhardt College Food Service Provider and may be coordinated through the Business Manager. No food sales are allowed in the Falany Performing Arts Center. The College reserves the right to have first refusal as provider of food service in the Lobby and other permitted areas.

Alcohol – The use and possession of alcohol is not permitted on the Reinhardt College campus.

Firearms – The possession and use of firearms is not permitted on the Reinhardt College campus.

Forbidden Acts – The Renter will not do, or permit to be done, anything in or upon any portion of the premises or bring anything therein which will in any way conflict with the conditions of any insurance policy upon the building. At no time will food or any other material item be thrown into the audience chamber, nor will helium-filled balloons be released into the Hall. The user will not operate any engine or motor or machinery on the premises or use oils, burning fluids, kerosene or gasoline for mechanical or other purposes without the written consent of the College's Vice President for Finance.

Billing – Immediately after the last performance, an itemized statement of charges will be prepared by the Business Manager and mailed to the Renter. Receipt of payment is expected within 30 days. Late payments will be subject to a 15% additional fee.

Time Limits- All use of the facilities should end by 11:00 p.m. daily. Additional fees of \$100 per hour shall be assessed the Renter for extending beyond 11:00 p.m.

Housekeeping – The Falany Performing Arts Center Business Manager will ensure that all stage areas, dressing rooms, booth and audience seating areas are clean and in good condition for performances. In the event that the organization performs more than once on any given day, it is the Renter's responsibility to see that the Hall is cleaned of any litter and seats are positioned correctly between performances. Rental contract includes set up and clean up fees. The Renter is asked to maintain the Falany Performing Arts Center in the condition existing at the beginning of the event or repair any damage to the premises, beyond normal wear and tear for which the Renter, its attendees or its contracted outside agents are responsible. Clean up and maintenance for College related groups is coordinated by the department supervisors. In cases of weekend use for College-related activities, Housekeeping schedules will be staggered by for set up and clean up by department supervisor and housekeeping supervisor to accommodate weekend duty.

Fire Regulations- Except for loading and unloading, no vehicle may park in the loading dock outside the Falany Performing Arts Center stage. Vehicles in this area or any other fire lane will be removed at the owner's expense. Fire codes require that no additional chairs may be placed in any aisle to accommodate seating other than in the handicapped seating areas. Extra chairs needed may be placed in prescribed areas with permission from Falany Performing Arts Center Business Manager. Exit signs shall not be covered. Exits shall never be blocked by equipment, propped (open or closed,) or otherwise interfered. No ingress or egress will be obstructed. All parties involved in the Rental of the Concert Hall must comply with all federal, state and municipal fire codes, which apply to places of public assembly.

Smoking: Smoking on the Reinhardt College campus is limited to certain areas. Smoking is not permitted anywhere inside the building.

Parking- Parking is located in designated areas adjacent the Falany Performing Arts Center. Parking is free. Reinhardt College Security Staff has the right to levy parking violations. Renter must provide officers for directing traffic.

Handicapped Accessibility – Parking: Handicapped Permit parking is available in designated areas of the parking lot adjacent to the Center.

Entrances: Wheelchair accessible entrances are available outside Music and Media Arts wings of the building.

Seating: Wheelchair seating is located at the front of the Concert Hall.

Seeing-eye dogs are permitted in the Building.

Tickets for College Use – The College shall reserve the right to retain up to ten (10) seats per performance as house seats to be used at the discretion of the College.

Security - The Falany Performing Arts Center Business Manager will notify the Reinhardt Security Office staff of events in the Center. Any schedule changes must be brought to the attention of the Center Business Manager ASAP. Security will be responsible for unlocking and locking the building. The emergency telephone number for Reinhardt campus security is (770) 720-5911. Should an event require security personnel on-site, the expense will be borne by the Renter.

Evacuation – In case of emergencies, the House Manager will direct evacuation according to the posted plans throughout the building.

Objectionable Persons – The College reserves the right to eject from the premises any objectionable persons; and neither the College nor any of its representatives shall be liable to the Renter for any damages that may be sustained by such action. The term “objectionable persons” shall include those persons by virtue of disorderly conduct, drunkenness, disruptive behavior, and violation of building policy or laws, which make the proper conducting of business difficult or impossible.

Animals – Other than seeing-eye dogs, animals and pets are not permitted in any Reinhardt College building.

Damages – The Renter promises to pay for all damages to the Falany Performing Arts Center building, property, equipment or furniture caused by the event’s participants. Removal of Renter’s set-up and all equipment and props at the designated time is required, so as not to interfere with the next activity in the Hall. Reinhardt College reserves the right to require a damage deposit or to cancel an event, whenever, in its judgment an event contemplated herein may pose a danger to the Hall, people in and around the performing arts center, or any other property or equipment. This right is discretionary and will not be exercised unreasonably.

Flammable Materials- No flammable materials such as bunting, tissue paper, crepe paper, etc. will be permitted to be used for decorations. Open flames in any area of the building are strictly prohibited, regardless of how they are fueled, unless approved in writing by the College and appropriate permits are obtained.

Right of Entry – In permitting the use of the Falany Performing Arts Center, Reinhardt College does not relinquish the right for College personnel to enter the premises to be used, and all of the premises, at any time on any occasion without any restrictions whatsoever. All facilities included the area subject to the Rental Contract, and all parking areas on the Reinhardt College campus shall be under the charge and control of Reinhardt College.

Loss and Theft – Renter agrees not to hold the College responsible for lost or stolen items.

Removal of Property – The Renter agrees that all materials pertinent to each event, which are not the possession of Reinhardt College, will be removed from the premises before the expiration date of the Rental Contract. Reinhardt College shall be authorized to remove at the expense of the Renter all materials remaining in the rented performing arts center at the termination date of the Rental

Contract. The Renter shall be responsible for payment of storage costs for such material and Renter agrees that Reinhardt College shall in no way be responsible for loss, damage or claims against material removed or stored under this provision. The Falany Performing Arts Center is in no way responsible for any Renter property. All items and merchandise associated with the event will be brought into or taken out of the building only at such entrances as may be designated by the Center staff.

Cancellation – Should any matter or condition beyond the reasonable control of either party occur (such as, but not limited to, public emergency or calamity, strike, labor disturbance, fire, interruption of utility or transportation service, casualty, physical disability, illness, earthquake, flood, Act of God, or other disturbance, or any government restriction,) then the event may be cancelled. In such event, the terms of this agreement shall not be extended and Reinhardt College shall not be obligated to provide facilities to the Renter for use at a later time.

The Agreement may also be cancelled by the College immediately upon written notice delivered to the Renter upon breach of any terms or provisions of the Agreement. In the event of cancellation, the Renter shall be reimbursed the difference between the charges set forth in the contract and any and all actual expenses and charges incurred by the College to date of cancellation. In the event of cancellation, rental refunds shall be available at the point of purchase beginning the second business day after the cancelled event. The College will not be responsible for providing refunds for tickets sold by the Renter. Renter agrees to provide such refunds.

The Renter will have no right of termination for the sole purpose of holding the event at another facility or in another city.

Conflicts – The Falany Performing Arts Center may rent or otherwise permit the use of the Hall for activities not in conflict with the hours of operation, rehearsals, loading, set-up and takedown time(s) designated for Renter. The Renter understands that the College is exclusively responsible in designating said conflicts.

Use of College Name for Publicity and other Advertising – The Renter will only reference the attraction as being “at the Falany Performing Arts Center on the Reinhardt College campus” and in no way will imply that the attraction is a project of the College as a producer, presenter or co-sponsor. At no time shall the Renter identify the producing organization as a “resident company” of Reinhardt College unless approved by the Executive Staff.

Promotions – The College will not provide promotional services such as marketing, advertising, press releases, direct mail, program printing or any other promotional resources related thereto. Renter therefore accepts sole responsibility for promoting event. In-house marketing must be outlined in advance in writing and given to the Executive Director of Marketing and Communications. All in-house marketing expenses are borne by the department requesting such.

Sales Income – Ticket charges by the Renter are permitted and will be negotiated with the Business Manager when the Rental Contract is signed. Taking orders, selling merchandise on the premises will be negotiated with the Renter before the Rental Contract is signed.

Licenses- the Renter shall obtain all permits and licenses required by the laws, ordinance, rules and regulations needed for the performance and furnish satisfactory evidence of compliance.

Shipment of Freight – Reinhardt College will accept no shipment of freight or other articles.

Transference of Agreement – the Renter may not transfer its engagement by sponsorship to a third party without the written approval of the College.

Copyright – the College accepts no responsibility for copyright issues. The Renter is to assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporate in the event and to indemnify, save, hold harmless the Falany Performing Arts Center against any and all suits, losses, damages and expenses incurred or sustained.

Indemnification- The Renter shall indemnify, defend, save and hold harmless Reinhardt College from any liability, loss, expenses, including costs of defense and reasonable attorneys' fees, damages or claims resulting from: a) the violation of any laws, ordinances, rules or regulations of any government, or government agency, or the violation of private rights, including by way of illustration, infringement of any copyright, trade or service mark, right of privacy or any other constitutional, statutory or common law right of any person, corporation, company or other entity; b) the defamation, slander or libel of any person, corporation, company of other entity; c) any and all damage or destruction caused to the Falany Performing Arts Center, parking areas, other facilities, structures or the grounds of the campus, or d) the injury of any person or destruction of property belonging to any other persons; caused by, related to or arising out of the use, possession and occupancy of the premises by the Renter, its employees, agents, guests and invitees, including members of the general public attracted by the activities of the Renter, and regardless of whether such liability, loss expense, damage or claim arises out of or is the result of misfeasance, malfeasance, negligence, gross negligence or intentional torts of Renter, its employees, agent, guests and invites, including members of the general public attracted by the activities of the Renter, excepting liability, loss, expense, damages or claims arising solely out of acts of gross negligence and intentional torts of Reinhardt College, its officers and employees.

Complete Agreement – All terms and conditions of the written Rental Contract shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed the Rental Contract. Such written document must be incorporated by specific references included in the Rental Contract as part of the rental agreement.

DATE OF EVENT: _____ (see supporting Contract / on file)

Signed: _____ Date: _____
Falany Performing Arts Center Business Manager

Signed: _____ Date: _____
Renter/Grantee