

31. INTRODUCTION

This manual was created to assist all persons or groups (hereinafter referred to as Lessee) in planning events on the Hearn Stage at the Kress Theater (hereinafter referred to as the Hearn Stage/ Kress Theater) and to provide information about theater rules and regulations. We hope the information contained in this manual is helpful and provides context for the Lessee using the Hearn Stage.

It is important that Lessee read this document thoroughly, share this information with Lessee event staff, employees, volunteers, student assistants, etc. Lessee agrees to notify all such persons of these rules and regulations and shall be responsible for their adherence. Lessee shall also be responsible for payment of all applicable fees and charges in the event that the Lessee fails to meet its obligations with respect to these rules and regulations.

All procedures outlined in this manual are binding under the letter of agreement. All procedures must be followed as outlined unless specific written permission from the ACCL Technical Director is given. In the event that any policy violates local, state, or federal building or life safety codes of laws, the code of law supersedes the policy stated in this manual.

2. CORRECT THEATER NAME AND CONTACT NUMBERS

Hearn Stage / Kress Theater
Third and Johnston Streets
Alexandria, Louisiana 71301

Executive Director/Arts Council of Central Louisiana (ACCL): Matt
Henry (318) 484-4470 Web site: www.louisiana-arts.org

Booking Manager: Roy Rosenthal, (318) 484-4474
Booking@louisiana-arts.org

Technical Director: Kendall From (318) 484-4486
Kendall@louisiana-arts.org

*Please email 11x17 event flyer or poster to Kate@louisiana-arts.org
for promotional marketing.

NOTE: All advertising must name the Hearn Stage at the Kress Theatre as venue and include the approved Hearn Stage/Kress Theater logo. To assure consistency, all advertising must be reviewed and approved by Arts Council of Central LA (ACCL) personnel.

3. BOOKING PROCEDURES

- A. All information, scheduling and contracting for use of the Hearn Stage will be coordinated between Lessee and Authorized ACCL Representative.
- B. To contract a date, an applicant must submit a completed application and 30% of the rental fee. Upon receipt of this payment by Authorized ACCL Representative

and the execution of a letter of agreement, the applicant becomes a Lessee, and the date becomes a contracted date.

- C. An applicant must provide the Authorized ACCL Representative proof of the required general liability insurance policy certificate of insurance for no less than \$1,000,000/\$2,000,000 naming the Hearn Theater as the certificate holder and the Arts Council of Central Louisiana as additionally insured. In any case where alcohol will be provided, the Rapides Foundation must also be listed as additionally insured. This policy must be submitted at least 45 days in advance of the contracted date or in the case of bookings within a 45-day performance, it is due at signing.
- D. A refundable damage deposit of **\$300.00** is required before moving into the space. This damage deposit must be paid by the first business day before entering the building. Use of the concession area requires an additional **\$200.00** deposit. Any costs for damages, including special cleaning or fines for breaking house rules will be deducted from this deposit. Cost incurred in excess of deposit will be billed to the Lessee
- E. Deductions will be made from the damage deposit in the event of damage to the Hearn Stage equipment or facilities. Failure to leave the space in its original condition will result in a **\$50.00** an hour fee, not including materials, to return the space to its original condition. Material fees to repair or replace broken equipment will be set at current retail value. The decision to either repair or replace equipment will be at the sole discretion of the Hearn Stage. Deductions made to replace equipment will not be prorated and will be taken at full replacement price. Disputes over security deductions must be made in writing within 48 hours of notice of deduction.
- F. Lessee's must remit balance of rental fee prior to scheduled event. Non-profit Lessee's must remit balance of the rental fee no later than 72 hours after the end of the contracted rental period. A late fee of \$25.00 per day will be assessed for every day that payment is overdue.
- G. All damage deposits will be returned within 15 days of the end of the rental period.
- H. In case of cancellation by Lessee, it shall be the responsibility of the Lessee to make reasonable public announcement at Lessee's own expense concerning cancellation. This must be done as soon as possible following cancellation. If Lessee cancels a letter of agreement, Arts Council of Central Louisiana (ACCL) may grant a Lessee's request to transfer any rental fee and damage deposit that the Lessee has already paid to a new contracted date. The new contracted date must fall within one calendar year of the cancelled date.
- I. Lessee shall be responsible for any and all damages to Hearn Stage/ Kress Theatre premises caused by Lessee's staff, student assistants, patrons, guests and artists whether accidental or otherwise. Lessee agrees to leave Hearn Stage/Kress Theater premises in the same condition as existed on the date the Lessee took possession.

4. **MARKETING**

- A. Lessee may not imply in any way that the Arts Council of Central Louisiana is sponsoring or co-sponsoring an event, unless such sponsorship or co-sponsorship has been arranged in writing in advance and publicity materials have been approved by the Arts Council of Central Louisiana.
- B. The Arts Council of Central Louisiana may distribute to the audience any announcements and literature concerning future events to be hosted by the Arts Council of Central Louisiana, whether such attractions are under the auspices of the Lessee or not.
- C. The sale of merchandise of any kind is subject to the approval of the Facility Director. A 20% merchandise fee will be assessed for items sold at for-profit events. The payment of all applicable taxes shall be the responsibility of the Lessee. Lessee shall supply its own sellers.
- D. Should the event contain any material that may be viewed by any segment of the community as being morally objectionable, Arts Council of Central Louisiana recommends that the Lessee include a phrase on all marketing that alerts the potential buyer to the maturity of the theme or actions.

5. **TECHNICAL**

- A. All scheduling of technical support crews and event technical details will be coordinated with Lessee and the ACCL Technical Director. The following rules will apply to all Lessees:
 - Lessee agrees to furnish the Hearn Stage/Kress Theater with a copy of all contracts and technical riders between Lessee and the artist(s) that is/are performing. Portions about financial arrangements may be deleted.
 - Information regarding available equipment may be obtained from the Technical Director. Lessee is responsible for determining its need for any additional equipment and to secure that equipment on its own.
 - Work periods will fall between the hours of 8:00 a.m. and 12:00 a.m. All load-in, rehearsal, technical and performance days in the Hearn Stage/Kress Theater cannot exceed eight (8) work hours per day. Any days that exceed eight (8) work hours, resulting in any overtime expense for Hearn Stage/Kress Theater staff, will be the responsibility of the Lessee. Lessee will not be charged for the supervisory services provided by the Hearn Stage/Kress Theater unless an overtime expense occurs.

- Due to safety and security concerns, Lessee will not be granted access to the building without a Hearn Stage/Kress Theater professional staff person always present (unless prior approval is obtained from the Technical Director). Hearn Stage/Kress Theater personnel will have the right to enter any part of the building at any time, as long as entry is not disruptive to Lessee's event.
- Performers, employees, contractors, and agents of the Lessee may enter only through the designated door. A written record of who enters and leaves must be kept. (See item 6-B)
- All technical personnel must be certified by the Technical Director before using any Hearn Stage/Kress Theater equipment.
- The riser system must be restored to its standard configuration (as defined by the Technical Director) at the end of every event, unless otherwise approved by the Technical Director.
- Lessee agrees to cooperate with the Technical Director to comply with all safety and security measures adopted by ACCL, and properly care for and respect the equipment and the theater itself.

6. STAFFING REQUIREMENTS

- A. The Lessee must provide an organizational contact person listed on the Kress Theater application. This representative, who must be present any time Lessee occupies the space, will then be the sole person authorized to resolve problems and conflicts or to negotiate any changes with the staff of the Arts Council of Central Louisiana.
- B. Lessee must also provide a door monitor who will be responsible for keeping a written record of each person entering and leaving the building through the designated door.
- C. All groups with children participating will have at least one adult per ten (10) children, including teens, at all times. Non-compliance with this rule will result in a fine and/or immediate removal from the building.
- D. Law enforcement/security officers may be required at the discretion of the Authorized Hearn Stage/ Kress Theater Representative.

7. LOAD-IN / LOAD-OUT

- A. Lessee shall coordinate all load-in and load-out details for the event with the Technical Director.

- B. Prior to initial load-in, a walkthrough inspection by organizational contact person and the Technical Director may be required. Any damage Lessee notices to the facility should be noted on walk-through check list at this time. At load-out, a post-production walkthrough would be conducted to assess any possible damage to the facility.
- C. All labor requirements for load-in, load-out, set-up of stage and display areas shall be the responsibility of the Lessee.
- D. Neither the Hearn Stage/Kress Theater nor the ACCL will accept freight or goods shipped for the Lessee, its contractors, agents, or sub-contractors. The Hearn Stage/Kress Theater has limited storage space and we make no guarantee that space will be available to receive materials arriving early. Crates may be stored only in areas the Technical Director has approved.
- E. All load-in and load-out activities must be conducted through the freight door. The main lobby and side doors shall **not** be used for load-in or load-out. Lessee may not have exclusive use of all load-in areas.
- F. General cleaning is included with rental fee. Stage, scenery, props, costumes, programs, and any other materials related to the event or belonging to the Lessee that are not removed at the end of the rental period may be disposed of by Kress Theater personnel. Lessee shall be responsible for the cost incurred for the removal, clean-up, and disposal of any such objects. The Hearn Stage, ACCL, nor its employees will be held liable for damaged or lost equipment and materials left in the facility after the rental period.

8. SMOKING AND TOBACCO POLICY

- A. City of Alexandria Ordinance 148-2011 sec. 1003-X prohibits smoking in all theaters.
- B. City of Alexandria Ordinance 148-2011 sec. 1005-A prohibits smoking within 25 feet of outside entrances and operable windows of enclosed areas where smoking is prohibited, so as to prevent tobacco smoke from entering those areas.

9. CONCEALED HANDGUNS

- A. Firearms and other weapons are forbidden in the facility. Individuals who fail to comply with this prohibition or otherwise violate penal laws with respect to

carrying a handgun or other weapon are subject to immediate arrest and prosecution.

- B. The prohibition applies to all persons, including holders of concealed handgun permits, but does not apply to licensed law enforcement officers.

10. CONTROLLED SUBSTANCES

- A. Illegal substances are always prohibited from any part of the Hearn Stage/Kress Theater by Lessee staff or audience members. This also holds true for stage use during rehearsal and production.
- B. Individuals obviously under the influence of alcohol or mind-altering drugs are not allowed in the facility and are subject to being removed from the building.

11. FIRE REGULATIONS

- A. All sets, costumes, props, flash pots, laser lighting equipment, smoke, strobes, and any other effects involving fluids and gasses must conform to all applicable fire and safety codes.
- B. Flammable decorations and explosive or flammable fluids, gasses and compounds are prohibited in the theater.
- C. Fire detection, suppression systems, HVAC vents, lighting fixtures and controls shall not be covered or obstructed at any time for any reason. No locks or chains will be placed on any door of the theater. Under no circumstances should any exterior door be propped open (unless continually attended by Lessee) or any automatic closing device or panic hardware be removed from any door of the facility.
- D. No lighting instrument may be positioned in such a way that the body of the instrument is within 18" of any sprinkler head.

12. PREVENTION OF FACILITY DAMAGE AND DISFIGURATION

- A. Bottled water only is permitted in the dressing rooms.
- B. Furniture is to be utilized only as designed. Upholstered chairs should be used only for theater seating.

- C. If Lessee requires admittance to facility before or after contracted time, a \$35.00 cash only call-out fee will be charged. Payment must be remitted at time of call-out.
- D. All painting and construction of scenery, props, etc., must be confined to the scene shop area.
- E. No signs may be attached to any facility surface, furnishings, or equipment without the Technical Director's prior written consent. No adhesive of any kind will be permitted to be affixed to any permanent structure or feature of the facility. No adhesive-backed stickers or decals shall be distributed to event patrons inside or outside the facility.
- F. At no time shall Lessee use electrical, lighting conduits, lighting fixtures, utility pipes or sprinkler systems as supports or as a source for attachments.
- G. For any area where soil, humus, or other landscaping type materials or pens containing live animals are being used a protective coating must be used on the floor such as visqueen plastic or a similar strength material.
- H. Lessee will not bring, keep, or allow any animals in the Kress Theater. The only exception to this rule is animals used to assist persons with disabilities. Animals used in a performance must be approved in advance by the Technical Director and may be brought onto the Hearn Stage only during actual rehearsal or performances. While not on-stage animals must be kept in the backstage area, preferably out of doors.
- I. Holes may be drilled in stage floor only with written permission of the Technical Director. No holes may be drilled or punched in any other facility surface, furnishing or equipment without prior written approval by the Technical Director. This includes the use of pushpins, thumbtacks and/or staples.
- J. The Lessee is responsible for the conduct of all persons admitted to the premises or any portion thereof.

13. FOOD AND BEVERAGE

- A. Please consult the Chapter 4 of the City of Alexandria's Code of Ordinances for information regarding serving alcoholic beverages. An online copy of the ordinance may be found here:
<http://www.municode.com/resources/gateway.asp?pid= 11767 &sid =18>
- B. ACCL must be notified of the distribution of alcoholic beverages. If alcoholic beverages are to be served, Lessee is responsible for checking of ID's.
- C. All trash containers used in the concessions and/or lobby areas must be bagged and tied nightly.

D. Failure to leave concession, lobby and theater areas in original condition will result in deductions from security and or damage deposits.