

FACILITY POLICY AND PROCEDURES MANUAL

(Information, Policies, and Procedures herein subject to change without notice)

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Purpose

The Howard Performing Arts Center is designed for the performance of music and complementary educational activities. As a resource for Andrews University and the southwest Michigan community, all presentation and content are to be appropriate to, consistent with the mission and morals of Andrews University, a church-related organization.

The goal of the Howard Performing Arts Center is to provide an environment where God is glorified in all things while providing music and artistic productions of the highest quality. All programming and content are to be positive in nature; uplifting and tasteful.

Majestic God, our muse inspire,
And fill us with seraphic fire.
Augment our swells, our tones refine,
Performance ours, the glory Thine.

The Continental Harmony Boston, 1794





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SECTION I RESERVATIONS

- a. Facility Requests: All requests for use of the Howard Center facilities, equipment, and technical assistance must be submitted in writing. Use of the concert hall must be approved by the Howard Center Steering Committee. Requests for dates, equipment, and staff assistance are subject to availability. In general, a hold may be requested up to 12-18 months in advance of the event.
- b. **Scheduling Priority:** The Howard Center has the right to schedule priority dates. These dates may be placed on the Howard Center calendar in advance of any other reservation. Events in the Hoard Center are scheduled in accordance with the priority list below.
 - 1. Andrews University Department of Music
 - 2. Howard Center Presents... series
 - 3. Annual Holds
 - 4. Andrews Academy/Ruth Murdoch
 - 5. Village SDA
 - 6. Berrien Springs Public Schools
 - 7. All others
- c. <u>Annual Holds</u>: An annual hold is a date or series of dates requested by a client of the Howard Center—typically traditional for the group—for which a commitment for a period of years is granted. A client may also request an annual hold for an event that they wish to make traditional. Annual Holds are placed in priority on the Howard Center calendar immediately after Department of Music and Howard Center Presents... series priority dates. Annual holds are given priority indefinitely so long as they are used continuously, subject to review by Howard Center management.
 - i. <u>Scheduling Conflicts:</u> In requesting an annual hold the client and the Howard Center recognize that as years go by specific dates and some holidays shift. This may result in conflicting requests or a desire on the part of the client to change their request for one or more years. The group with the longest, continuously held annual hold will receive priority.
 - ii. Requesting an Annual Hold: Any client of the Howard Center, having an established performance record, may request an annual hold. A client may request an annual hold hiatus for one year while retaining priority, subject to approval by Howard Center management.
- d. **<u>Documents:</u>** A *Reservation Request Form* is required to confirm a reservation on the calendar of events. A *Facilities Usage Agreement* formalizes the contractual obligations associated with the event and is required at the same time as the deposit.
- e. <u>Deposit</u>: A deposit of 50% of the rental rate is required to confirm a hold. The balance of the rental rate is due the day of the event.
- f. <u>Date Holds</u>: No blind dates will be held. A date-hold request must include the name of the act to be presented. Final date confirmation and the rental contract will be withheld until the Performer has provided the Howard Center management with a signed contract or letter of intent, financial information of the act to be presented, and the technical rider for same.
- g. <u>Length of Reservation</u>: A paid reservation is good for the 24-hour period of your rental day. An event that lasts beyond midnight of the scheduled day may result in a charge for an additional day.

SECTION II FACILITIES USAGE

- a. Non-exclusive Use: Performer acknowledges that other areas of the Howard Center and performance hall may be open to staff and the public while the building is open. Performer further understands that the use of other sections of the facilities may take place before, during, or after their scheduled events.
- b. <u>Termination for Financial Default</u>: The Howard Center reserves the right to terminate a performance within twenty-four hours (24) of the event if the Performer has not met the financial responsibilities of this agreement.
- c. <u>Emergencies</u>: It is understood that final decisions causing cancellation or delay of an event, due to any emergency such as tornado warning, bomb threat, or other public emergency, is the decision of the management of the Howard Center.
- d. <u>Cancellation Due to Emergency Conditions</u>: Should a Performer damage performance spaces to the extent that it would interfere with the use of facilities, or public emergency, riot, or other unforeseen occurrence takes place beyond the control of the Howard Center prevents a Performer from using the facilities, either Howard Center or the Performer shall have the right to terminate the agreement and the Performer shall be liable only for the charges due at the time of termination. At termination, the Performer waives any claim against the Howard Center or Andrews University for damages and /or compensation due to cancellation.
- e. <u>Planning:</u> A run sheet or final program is required at least two (2) days before your event. Additionally, the Audio Technician will schedule a meeting with the renter at least 48 hours before the event to discuss needs and expectations.
- f. <u>Removal of Risers:</u> Should additional space on stage be necessary, removal of first two rows of risers is permitted for an additional fee (see Section VII).
- g. Screen & Projector: Until the Howard Center has the luxury of an automated projection screen, there will be an additional charge for all non-academic rentals to set up the screen and projector (see Section VII). When using the screen and projector, the renter is expected to provide his or her own laptop, along with someone to operate it. A laptop and someone to operate it can also be provided by the Howard Center for an additional charge (see Section VII).
- h. <u>Rehearsals</u>: The rehearsal schedule must be included with the rental agreement. It is understood that only the cast and production crew plus authorized representatives of the Performer and the Howard Center will be in the concert hall during the rehearsal. An open rehearsal for invited patrons will constitute a performance with normal performance rates applying and a full house staff on duty.
- i. <u>Early Access:</u> Access to the building before the day of the event for rehearsals, storage of equipment, and/or set up can only be guaranteed by rental of an additional day. Early access to the building without an additional reservation will be subject to availability and the discretion of Howard Center management.
- j. <u>Curtain Time</u>: Management reserves the right to cancel a concert if the performer has not arrived by curtain time. All patrons would be refunded, and presenter/performer would be held liable for rental fees and associated costs.
- k. <u>Late Closing Hour</u>: The Facilities Usage Agreement will contain an agreed upon closing hour for the event. At this predetermined hour, Management will determine the conditions for continuing the event, and may end the event and close the building.

FACILITIES USAGE CONTINUED

- 1. Set Up: All setup arrangements and schedules must be discussed with management at least two weeks prior to the event. Set up of chairs, stands, and tables in the lobby or on stage is the sole responsibility of Renter. Howard Center staff *may* be available to help set up at the discretion of management.
- m. <u>Clean Up:</u> Clean up is the sole responsibility of the renter. All tables and chairs must be taken down and stored, all decorations and equipment must be removed, and anything that was moved or disassembled must be put back in working order.
- n. <u>House Keeping:</u> Renters and performers must keep spaces clean and leave rooms in the condition they found them.
- o. <u>Signs and Decorations:</u> No items are to be adhered to walls or windows anywhere in the building. All signs must be adhered using stick tack only—no tape or other adhesives are permitted. No helium balloons or candles (open flame) are allowed anywhere in the building. The flower arrangements in the lobby and on stage must not be moved. The benches located in the Lobby may be moved to the hallways if desired.
- p. <u>Displays</u>: Displays may be located in the lobbies only with the advance approval of Howard Center management. Such display may not be fastened to any part of the building. Howard Center management may make available any easels, standards, or display equipment it owns at the discretion of Management. Any additional equipment is the responsibility of the Performer. Displays may be limited by Howard Center management and must be located to avoid interfering with audience movement or covering Howard Center signs and posters. Any unauthorized advertising matter will be removed.
- q. <u>Lobby Rentals:</u> Rental of the lobby does not include usage of the main concert hall. Lobby rentals includes usage of:
 - i. 12-five foot round tables
 - ii. 12-three foot round tables of adjustable heights
 - iii. 10-eight foot rectangular tables
 - iv. 200 banquet chairs
 - v. Additional chairs and tables can be made available for an extra charge
- r. <u>Kitchen and Concessions:</u> All concession sales must be approved by management. Use of the kitchen is included in the base rental rate. The kitchen is for serving purposes only, no cooking is allowed. Everything brought in must be taken out the same day of the event, trash must be picked up, and kitchen should be left as you found it. No alcoholic beverages or smoking is permitted anywhere on campus.
- s. <u>Catering:</u> The Howard Center must approve all caterers, and all catered meals must be vegetarian and alcohol-free. Preferred caterers of the Howard Center are Andrews University Dining Services and Caitlan's Catering.
- t. **Dance Floors and DJ's:** The Howard Center is not set up to accommodate a dance floor. Bringing in a portable dance floor into the Howard Center will not be permitted. DJ's contracted for your wedding reception must be approved by Howard Center management.

SECTION III SABBATH USAGE

The Howard Center is primarily for the performance of music. Use of the Howard center for church services are generally discouraged. The Steering Committee has approved the following Sabbath usage events on an annual basis for the Howard Center:

- 1. Music & Worship Conference
- 2. BSCF/New Life Homecoming
- 3. Easter Passion Play
- 4. Standout
- 5. Fall Fellowship
- 6. Church services are permitted during the summer months as part of a conference or seminar
- a. <u>Business Transactions</u> It is understood that a church service is a not-for-profit function. The only money collected is to be for tithes and offering. The rental rate is to be paid by the Thursday before the church service. The audio technician payment is to be paid no later than Friday of the week following. There are to be no business transactions during Sabbath usage. No tickets, merchandise, or concessions are to be sold.
- b. Planning: A run sheet of your program and a meeting with Howard Center management and the audio technician for your church service are required by the Thursday before your service. If a rehearsal for music is required, arrangements must be made with management at the signing of the rental agreement. No Howard Center volunteers will be provided for a church service. Renters must recruit their own help (i.e. deacons, offering collectors, programs distributors, stage hands, runners, etc.). Howard Center management and/or staff will be on hand the day of the service to help in emergency situations, ensure the building is cared for, turn on lights, unlock doors, and answer questions.
- c. <u>Church Service Hours:</u> Rental for a church service is not to exceed 6 hours of programming.

SECTION IV GENERAL CONDITIONS

- a. <u>Damage Payments</u>: Performer will be held liable for any losses or damages to the facilities used, real or personal (including without limitation loss or damage caused by the theft or by negligently caused fire or flood), done, caused, or permitted by Performer, its officers, agents, employees, guests, patrons, and invitees.
- b. <u>Incident Reports:</u> All incidents of injury, equipment failure or damage, facility damage or crimes must be reported immediately. Howard Center staff will take appropriate action. The renter is responsible for informing all organization members of the requirement.
- c. <u>Staffing</u>: Howard Center management will determine the staffing requirements for operation of Howard facilities.
- d. <u>Holidays</u>: Holidays are those that are observed the Howard Performing Arts Center. They include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.
- e. Artist Contract: Copy of the artist contract must be provided to the Howard Center management at the time the final agreement is approved to ensure that the requirements are not contrary to Andrews University policies. The contract must include any technical riders to the contract. Performer may excise, delete, or strike out any portion of the contract dealing with artist's fees or other costs that are confidential between Performer and Artist.
- f. Contract Program Periods: Performing musical events, including concerts, recitals, speakers, or theatre, not exceeding four (4) hours in length, and having a single audience, will be considered an individual program event. However, when there is a change in audience, and/or the event is repeated, it will be assumed to be a separate program and will be billed accordingly. For the purpose of computing program periods for conferences and training seminars or sessions, the first six (6) hours will be billed at the appropriate day rate, and additional time in the facility will be billed at the hourly rate.
- g. Performance vs. Rehearsal: A performance is defined as any contractually stipulated block of time in any 24-hour period when the Howard Center is used for an event attended by persons other than performers or technicians. A rehearsal is a contractually stipulated block of time as negotiated, when the Howard Center is used for a purpose not defined as performance. The presence of more than 25 persons, other than performers, technicians crew or designers, in the audience shall convert a rehearsal to a performance and all performance rental rates will apply.
- h. <u>Smoking, Flames, and Pyrotechnics</u>: The Howard Center is located on a smoke free campus. Smoking is <u>not</u> permitted on the campus. Performers shall be responsible for seeking adherence to smoking regulations for all performers, technical staff, management personnel, and others who take part in the production of an event. Any use of fire, flame and pyrotechnics is prohibited.
- i. <u>Security</u>: The Howard Center will make final determination for security. If Performer contract requires security, the Performer must contact the Manager of the Howard Center for approval before securing outside security agencies.
- j. <u>Animals</u>: With the exception of service animals, no animals are allowed in the Howard Center.

GENERAL CONDITIONS CONTINUED

- k. <u>Obstruction of Passage</u>: No portion of sidewalks, entries, vestibules, halls, stairways, or elevator shall be obstructed by the Performer, nor are these areas permitted to be used for any purpose other than ingress and egress to and from the building. Exit lights, emergency lights, house lights, aisle lights, stairway and hallway security lighting, or other lighting necessary for the safe occupancy of the building shall not be obstructed in any way.
- 1. <u>Traffic and Parking</u>: It is understood and agreed that the Performer, its agent, employees, guests and patrons, will be subject to all Andrews University traffic and parking regulations existing as of the date of the agreement. Parking in the loading areas is strictly regulated and limited to vehicles required for the loading and unloading of material required for the event. Howard Center management must authorize parking in the loading areas.
- m. <u>Promotional Material</u>: Howard Center management reserves the right to distribute promotional material concerning Howard Center programs or any general event held in the Howard Center. Any material other than noted here must be related to the event in progress or a future event of the Performer and must be approved in advance by Howard Center management. It is understood that only Howard Center and the Performer have the right to distribute material within the building, in and around its entrances. Howard Center management will review all Performers' promotional material prior to distribution. **Promotion of any event is the sole responsibility of the Performer.**
- n. <u>Sales</u>: Performer, agents, employees or volunteers who wish to sell items in the lobby either before, during or after an event must attain approval from Howard Center management for the items they are selling, as well as determine a mutually satisfactory space to do so. All sales are subject to a five percent (5%) fee, payable to Howard Center.
- o. **Event Advertising**: All advertising for events at the Howard Center must include the tag line, "Andrews University." Audio advertising must read, "Howard Performing Arts Center on the campus of Andrews University." Print advertising must include the official Andrews University logo. Television advertising, which displays "Howard Performing Arts Center," must also include Andrews University. Failure to include "Andrews University" in all advertising will result in cancellation of the rental contract and forfeiture of privileges to use the facilities. The name of the Performer/promoter must be included in all advertising copy in a manner that makes it clear Andrews University is not the Performer.
- p. Advertising Approval: Andrews University retains the right to approve all advertising copy and the use of the name "Howard Performing Arts Center" and the Andrews University logo. All questions and approvals on advertising must be directed to the Manager of the Howard Center.
- q. Announcement of Program: Announcement of forthcoming programs will be coordinated with the Howard Center management in an effort to protect all Performers from competition by similar events and in no case shall such an announcement precede the signing of the Facilities Usage Agreement by Howard Center management.

SECTION V INDEMNIFICATION

- a. The Performer, at his/her sole expense and risk, shall defend, indemnify, and hold harmless the Howard Performing Arts Center and Andrews University, its trustees, officers, employees, and the students against any and all claims, demands, causes of action, damages, cost, liabilities, judgments and decrees, in law or in equity, of every kind and nature whatsoever, direct or indirect, resulting from or caused by the Performer's use and occupation of the facilities under the management of Howard personnel, whether or not authorized by the personnel, or from any act or omission of the Performer or any of its officers, agents, employees, guests, patrons, or invitees.
- b. <u>Insurance</u>: All Performers sponsoring an event (except those classified as Andrews University Academic) for which payment is collected from admission or participation, shall procure and maintain in full force during the term of the contract, bodily injury and property damage liability insurance under a standard comprehensive general liability policy, including contractual liability, which shall provide a minimum limit of \$1,000,000 (one million) for any one occurrence.
- c. Andrews University shall be named an Additional Insured in all required contracts of insurance pertaining to the use of the Howard Center facilities. A certificate of insurance must be filed with the Howard Center ten (10) working days prior to the scheduled event.
- d. Worker's Compensation: Presenter/Licensee, by executing this Contract, certifies that they are aware of the provisions of the laws of the State of Michigan which require every employer to be incurred against liability of Worker's Compensation or to undertake self-insurance in accordance with the provisions of this contract. The Performer shall present adequate evidence of the presenter's ability to undertake self-insurance prior to the execution of this agreement. Limits of coverage shall be Three Hundred Thousand (\$300,000.00) Dollars for any one person, for all of their employees under the terms of this agreement.
- e. <u>Assignment</u>: No assignment of this agreement shall be made by the Performer without prior written consent of the Howard Center Manager.
- f. <u>Copyrights</u>: Performer agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Performer's activities under this contract shall violate or infringe upon any copyright, paten, right of privacy or other statuary or common law right of any person, firm, or corporation. Furthermore, Performer warrants that all programs, performances, concerts, etc. to be performed under this agreement involving works protected by statuary or common-law copyrights or their proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representative thereof. Performer further agrees to indemnify and hold harmless Andrews University, its agents, and employees, from any and all claims, fees, expenses or cost including legal fees asserted or incurred with regard to such warranty.
- g. <u>Taxes</u>: Performer is responsible for any taxes (sales, income, unemployment compensation) which may be levied by the State of Michigan, United States of America, or any local governmental agency.

SECTION VI BOX OFFICE

- a. Ticket sales to, or announcement of an event, is strictly prohibited until the Facility Usage Agreement is signed and the required deposit is received by Howard Center management. The Presenter/Performer and box office management will consult on ticket design and distribution procedures. The box office can produce the tickets, reserving the right to sell all or some portion of tickets at Presenter/Performer's discretion. If utilized, Performer will pay two hundred and fifty dollars (\$250) for reserved seating tickets and for general admission seating, a fifty dollar (\$50) charge will be assessed. These charges are non-refundable and must be paid at the time of printing.
- b. <u>House Tickets</u>: On all ticketed programs, Performer will furnish Howard Center management up to twenty (20) tickets of management choice for each event. These may be used at the discretion of Howard Center management on a complimentary basis.
- c. <u>Conference or Convention</u>: If the event is a conference or convention, Performer will handle all reservations, whether in advance or at the time of the conference.
- d. <u>Cancellations</u>: Should there be a cancellation, postponement, of any circumstance, which would require refunding of ticket income, the cost of refunds will be the responsibility of the Performer. If Box Office is requested by Performer to process refunds, the cost of making such refund will be charged to Performer at the rate of five percent (5%) of gross ticket sales refunded.
- e. On Sale Date/Person Responsible: For tickets to go on sale the Howard Center Manager must approve date, concert hall services, who may modify or change on sale date requests based on the Howard Centers plans and assessment of box office capability. On sale date requests must accompany the request for a date hold. The date hold will not be approved without consideration and approval of the on sale date. On sale dates must be arranged a minimum of seven (7) days before advertising begins.
- f. Contact Information: In all promotional material listing ticket purchase locations, the Howard Center Box Office will be named and its telephone number listed along with other ticket outlets. Box Office telephone number is (269) 471-3560 or (888) 467-6442. Performer will not use the Howard Center name or telephone numbers in any promotional material until ticket arrangement have been finalized with the Box Office, and been accepted by same.
- g. Consignment Ticket Sales: Performer may utilize other ticket outlets for sales to their event. However, a minimum of fifty (50) tickets must be allocated to the Howard Center Box Office for public sales to all events taking place in the Howard Center.
 - Tickets placed on sale with other outlets must be returned to Howard Center Box Office by 12:00 pm (noon) one business (Monday—Friday) day prior to the actual performance. The Box Office reserves the right to handle all ticket sales on the day of Performer's event.
- h. <u>Patron Schedule</u>: Upon request, the Box Office will provide Performer with a listing of names and addresses of all patrons who purchased tickets to Performer's event prior to the day of the event provided there is reserved seating for the performance. A complete list will also be available within 2 business days (M-F) following the close of the performance.

BOX OFFICE CONTINUED

- i. <u>Ticket Sales by Howard Staff:</u> If you request Howard Staff to sell tickets the day of your event, printed tickets and a change box must be in the box office at least one (1) hour before the start of the event.
- j. <u>Ticket Requirement</u>: House policy requires that all persons entering the Howard Center for a ticketed event, regardless of age, have a valid entrance ticket. Attendance by toddlers and infants is not encouraged for performances.
- j. <u>Payment Types Accepted</u>: The Box Office will accept the following forms of payment: cash, personal check, American Express, MasterCard, Visa and Discover. Returned checks and credit card fraud are the liability of the Performer.
- k. **<u>Refunds:</u>** Ticket refunds will only be given in extreme circumstances and at the discretion of Howard Center management.
- 1. <u>Ticket Discounts:</u> Andrews University students may purchase up to two (2) tickets at the student discounted rate. The discounted rate will only be given to A.U. students who show a student ID. Graduate students with families (spouse and minor children) may receive the student rate for their family. Department of Music students and Enjoyment of Music students may have two (2) complimentary tickets to Andrews University Department of Music ensembles. When available, faculty and staff may purchase two (2) tickets at the faculty and staff discounted rate. Patrons considered senior citizens qualify for senior discounted rates when available. Groups of 12 or more patrons may qualify for a group rate.

SECTION VII FACILITY FEES

	General (week/weekend)	Current Faculty/Staff/Student for personal use only (week/weekend)	Academic For departmental use (week/weekend)
Concert Hall	\$750/\$1,500	\$500/\$1,000	\$150/\$200
Lobby	\$500/\$1,000	\$350/\$500	\$100/\$150

- a. **Facility Rental Rates:** The Howard Center concert hall and lobby are available to be rented, either together or separately, for a fee.
 - i. <u>General Rates:</u> Any person or organization not affiliated with Andrews University must pay the "General" rental rate.
 - ii. <u>Current Faculty/Staff/Student Rates:</u> Current faculty, staff, and current students of Andrews University qualify for a discounted rental rate.
 - iii. Academic Rates: Andrews University departments or organizations using the Howard Center as part of college curriculum will qualify for the "Academic" rental rate. The Academic rate is non-refundable. Cancellations must be maid within 48 hours. An IDC number is to be provided with the signed agreement when an event is booked.
- b. School Benefit Concerts: A special discounted rate for benefit concerts will be given to the schools given scheduling priority by the Howard Center (see Section I). This rate will be \$200 plus any fees incurred for sound technicians.
- c. **Deposit and Payment Schedule:** A 50% non-refundable deposit is due with the signed contract; a reservation will not be confirmed until the deposit and contract have been submitted. The balance of the rental fee is due on the day of the event. Technician hourly rates will be calculated at the end of the event and a final invoice will be issued.
- d. <u>Audio Technician Rates:</u> An audio technician is required for any event in the concert hall requiring sound. <u>Audio technicians are available for \$25/hr. for a minimum of 2 hours.</u>
- e. Screen & Projector: Until the Howard Center has the luxury of an automated screen, there will be an additional charge for all non-academic rentals to set up the screen and projector. A laptop and/or someone to operate a laptop is available upon request.

Screen set-up \$50 Laptop/operator \$25/hr.

SECTION VII FACILITY FEES

f. Recording Rates: The Howard Center concert hall is available for recording sessions. Recording sessions include a minimum of 2 hours with a sound technician in the concert hall and a CD hard copy or digital copy of the recording. Recording sessions do not include editing, nor is this service provided at the Howard Center.

Base Rate \$200

Sound Technician \$25/hr. for a minimum of 2 hrs.

Additional Time \$25/hr.
Minimum Total \$250

g. <u>Riser Removal:</u> Should extra space on the stage become necessary, the first two rows of risers may be removed for an additional fee, due with the deposit.

First row only \$200 First and second row \$500

h. <u>Piano Tuning:</u> Piano tuning beyond what is normally scheduled by the Howard Center will be at the expense of the renter. Management will schedule and arrange any additional piano tuning, if desired.

