

# American University College of Arts and Sciences

## The Katzen Arts Center Scheduling and Usage Policies

### Introduction

The Katzen Arts Center is intended primarily as an educational and cultural resource for American University (“University”). Priority for its use will be assigned to programs produced by The Department of Performing Arts and the Department of Art (“Academic Residents”).

The facilities will also be made available to other organizations on an individual program rental basis for purposes that are compatible with, or enhance the mission of the University and in the interest of the community.

All individuals or groups wanting to use the Katzen Arts Center (“Users”) will comply with the rules and regulations outlined in this document. The management of the Katzen Arts Center will consider requests for scheduling performances and support spaces (“licensed premises”) on the basis of the following use priority:

**Priority I-** Executive offices;

**Priority II-** Academic Residents: (a) Public performances with related events and (b) activities that are a direct product of or sponsored by one of the Center’s Academic Residents;

**Priority III-** Other University activities: (a) Appropriate public performances by other campus entities (student, departmental or administrative); (b) Appropriate non-performance campus events and activities, including recording;

**Priority IV-** Other External Users

#### **Note:**

1. Sponsorship - The complete Sponsorship Policy is included as an attachment regarding sponsorship by an Academic Resident, (if applicable).
2. Student Organizations - The Student Organization must be an approved club or organization recognized by Campus Life.
3. Host - An authorized representative of University departments or off campus organizations must be authorized to commit resources and funds on their behalf. See University Event Scheduling Policy for more information.

## Section I: Scheduling

### **Procedure:**

Scheduling of events is the responsibility of the Katzen Arts Center's Facilities Manager ("Facilities Manager"), in consultation with the Academic Residents and the Office of the Dean of the College of Arts and Sciences. To schedule an event or discuss availability of space in the Center, contact the Facilities Manager at (202)885-3884.

Reservations will be taken pending availability of space, technical equipment and staff. To the extent possible, requests should include alternative dates along with preferred dates. Content of the programming is not necessary at this point. The Academic Residents will then have until the 1st business day of September to make changes or adjustments to their initial requests at which time a preliminary calendar will be issued, (for priority II, Academic Residents), followed by an immediate resolution of any conflicts to the extent possible. Final confirmation will be effectuated by last business day of September. Once final dates have been confirmed, the Facilities Manager will honor those dates unless unusual and unforeseen circumstances cause cancellation. Following this confirmation of dates for Academic Resident presentations, the calendar will be open to all Users. For priorities III-IV, university and/or outside users, it is expected that all events will be booked a minimum of six (6) weeks in advance.

**Limitations on use of Performance Venues:** The Facilities Manager will retain certain days for restoration and general facility maintenance. The facilities will not be available for use during these times.

**Courtesy Hold:** As a courtesy, the Facilities Manager may hold a date without a completed reservation for one week. In order to retain this date, a completed Space Reservation Form must be submitted during this time. If a Space Reservation Form has not been received within one week of the date the hold was placed, the date will be released.

**Conflicting Dates:** It is the Facilities Manager's policy to not comment on the nature of conflicting dates.

## Section II: Katzen Arts Center Guidelines

**Deposit:** All renters of the Katzen Arts Center are required to submit a deposit based on a percentage of their estimated costs. See attached Rate Sheet for details. The deposit must be paid prior to: ticket sales, publication or promotion of the event, execution of contract, occupancy of space, or storage of equipment. The deposit is 44% of the total estimate and is due upon submission of completed and signed Katzen Arts Center Rental Agreement ("Rental Agreement").

**Contract Information:** When Users request a venue, by submitting a Space Reservation Form, the Facilities Manager will ask you to provide detailed information concerning the event. A Rental

Agreement cannot be assembled until this communication has taken place. Once the Rental Agreement has been signed, deposit submitted, ticketing information form returned and appropriate proof of insurance submitted, a copy of the fully executed Rental Agreement will be returned to you by mail and your reservation will be confirmed.

**Ticket Sales:** Ticket sales and promotion of an event cannot begin without a signed Rental Agreement. Five (5) business days after a fully executed Rental Agreement, tickets may be picked up at the box office. Cost of ticket printing will be part of the final invoice.

**Sale of Merchandise:** Souvenir programs, recordings and other merchandise may be sold at the Katzen Arts Center, with prior written approval of the University and subject to the following conditions: (1) The renter must request written approval of the University to sell merchandise at the time of contract signing; (2) Sales are subject and subordinate to any pre-existing concession agreement(s) applicable to the Katzen Arts Center; (3) The Box Office Manager will specify the location for sales; (4) Sales may take place only before and after the Performance and during intermission, if any; and (5) The sale of items deemed inappropriate for any reason may be halted at the discretion of the University.

**Non-profit status:** Non-Profit Organizations will be required to furnish evidence of non-profit status with their signed Event Agreement.

**Royalties:** All royalty fees such as to BMI, ASCAP, or SESAC and or dues to AEA, AGVA, AFTRA or other union dues, which may be required, is the primary responsibility of the User. User will supply University with a copy of said royalty licenses upon request.

**Billing and review of bills:**

An invoice for the remainder due (minus deposit) under the Rental Agreement will be issued within three (3) business days after the close of the event. Any additional charges incurred during event will be included. Payment is due within ten (10) business days after the date of the invoice. Late charges will be applied to fees not received within ten (10) business days at 1% per month of the outstanding balance. Accounts over sixty (60) days past due are subject to referral to a collections agency. All payments by Non-University parties shall be made by certified check, cashier's check or money order payable to American University. All outstanding balances must be paid prior to making any future reservations. In the event that a reservation is already in place, a contract cannot be executed with an outstanding balance. Cancelled events will result in deposit forfeiture.

**Taxes:**

User is responsible for the payment of any taxes arising out of or connected with the use of the premises. User shall be responsible and required to pay to University an amount sufficient to discharge all taxes which may arise from or in connection with User's use of the premises upon demand.

### Section III: General Regulations for all Users

The following are general regulations that apply to all Users of the Katzen Arts Center:

**Alteration and use of the premises:** User shall not alter, repair, add to, deface, improve or in any way change the licensed premises. The licensed premises shall be maintained and vacated, as and when required, in as good condition as it is upon entry of User therein, depreciation for reasonable wear and tear expected. If damage occurs the University reserves the right to charge User for that damage. During move-in, or no more than twenty-four (24) hours prior to the event, the designated representative of the User and the University shall inspect the licensed premises and the User shall sign off on the condition of the licensed premises.

**Storage:** There is limited storage space available at the Katzen Arts Center. Items required for performances may be delivered and stored at the Katzen Arts Center no more than three (3) days prior to an event. Please see Rental Rates for fees connected to storage.

**Security:** All security needs will be assessed by the University's Department of Public Safety and the Facilities Manager. Fees related to security will be accounted for in the final invoice. In the event of an emergency, User should contact the Department of Public Safety at (202)-885-3636.

**Broadcasting and Recordings:** User shall not, and shall not permit others to, broadcast, telecast and record or reproduce any rehearsal, performance or parts thereof in or about the premises without the prior express written consent of the University and Artists or Artists agency. Which consent, if given by the University, shall be set forth in a separate agreement signed by User and the University. User shall be responsible for the payment of all fees, costs and personnel expenses and other charges related to any such broadcast, telecast recording or reproduction prior to engaging in any such activity. Exceptions may be made for news media or other production media when advance arrangements are made with the University and are approved by artist(s) and/or artist(s) management. The University reserves the right to confiscate equipment for the duration of the performance or evict violators. User shall include the following written credit line on any commercial recordings made within the Katzen Arts Center: "Recorded in the (Appropriate Venue at) at the Katzen Arts Center."

**Photographs:** User shall not take or permit to be taken, photographs in or about the premises at any time without the prior express written consent of the University and Artists or Artists agency. Which consent, if given by the University, shall be set forth in a separate agreement signed by User and the University. User shall be responsible for the payment of all fees, costs and personnel expenses and other charges related thereto. If the User shall desire to have photographs taken at an engagement, User shall make a request to the Facilities Manager prior to the commencement of ticket sales.

**Open flame:** The use of candles, open flame or any incendiary device is not permitted onstage or anywhere in the building.

**Special Effects Fog or Haze:** The use of any Special Effects fog or Haze can trigger the fire protection system. For this reason, if the use is required, the User will notify the Facilities Manager in writing. The Facilities Manager has the authority to either grant or reject the use of Special Effects fog or Haze. If allowed, there will be a mandatory fire panel monitoring for the duration of the rehearsals and

performances in which these elements are in use. The cost of this will be conveyed to the renter in the final invoice.

**Weapons:** Weapons are not allowed on campus and in the Katzen Arts Center. Weapons include objects or substances designed to inflict a wound, cause injury, or incapacitate, including, without limitation, and whether real, fake, disabled or rigged, all firearms, BB guns, air guns, pellet guns, switchblades, knives with blades four or more inches long. This extends to any activity, class, rehearsal and performance, without the express written permission of the Police. This can be obtained through the Facilities Manager.

**Egress, Ingress and Thoroughfares:** all modes of egress, ingress or thoroughfares throughout the facility must be kept reasonably clear at the discretion of the University, Dept. of Public Safety or Fire Marshal. Minimum path-width requirement is 44 inches.

**Backstage Access:** Audience members and guests will only be admitted backstage in accordance with the wishes of the artist(s), and in coordination with House Management. The Patron Services Coordinator must escort audience members, who wish to go backstage. The escorting of audience members to the backstage areas will be secondary to other Patron Services Coordinator functions. At no time are guests or patrons permitted to walk jump upon or walk across the stage or any area consider to be a stage by the Facilities Manager. User is responsible for the conduct and behavior of all backstage guests.

**Audience Seating Areas:** During rehearsal, set-up, and strike periods, User personnel shall restrict their activities to the stage, backstage, and production areas. When it is necessary for a director, designer, or stage manager to view a rehearsal or set-up from the audience area, use of the seating areas are restricted to directorial and technical personnel. When the audience seating areas are used for directorial activity in connection with the rehearsal or production of an event, the User will be responsible for the clean-up of the area so used. The audience seating areas are not to be used for the storage of coats, personal belongings, musical instrument cases, or other items associated with the pre- performance production of an event. Food and drink are strictly prohibited in the seating and performance areas of the venue.

**House Opening and Capacity:** The House will open ½ hour prior to the stated curtain time following consultation between House Management and Stage Management at each performance. The stated capacity for all venues within the Katzen Arts Center will be enforced. There is no policy allowing “standing room”. All patrons, guests or other viewers must be seated during any performance. Aisles must be kept clear at all times.

**Actual Start Time of Performance:** Actual start time of the performance will be decided by consultation including House Management, Ticketing and Stage Management. It is the Katzen Arts Center’s intention to begin each performance at the published time. Performance time may not exceed 11pm as specified in the Rental Agreement unless otherwise approved directly by the Facilities Manager.

**Intermission:** Standard Intermission will be 15 minutes in duration.

**Access to Box office:** Access to the Box office will be restricted to Facilities Manager and its authorized agents only.

**Late Seating:** Late seating will occur during the first opportunity (break in performance). Until that time, audience members will be held outside the leased premises. The appropriate “break” will be determined in consultation between Stage Management and the performer and then conveyed to the House Manager.

**Emergency calls to audience members**

Those audience members expecting emergency calls or pages should check their communications devices (pagers, cellular phones) with the House Manager. The House Manager will locate the patron if an emergency communication is received.

**Medical Emergencies:** Should a medical emergency take place during a performance, it will be the purview of the House Manager or Stage Manager to decide whether the performance should be stopped while the medical emergency is resolved. The House Manager will contact the Stage Manager to stop the show.

**Emergency Medical Treatment:** The Facilities Manager and/or the House Manager reserve the right to determine if Paramedics/Emergency Medical Personnel need to be called for a specific incident.

**Disabled Patrons:** The Facilities are accessible to the disabled. User shall advise the Facilities Manager regarding any special accommodations that may be required.

**Smoking:** The Katzen Arts Center is a smoke-free building. Smoking is permitted only outside the building in areas where ash urns are located. User shall be responsible for seeking adherence to smoking regulations for all performers, technicians, management personnel, and others who take part in the production of an event.

**Traffic and Parking:** It is understood and agreed that the User, its agents, employees, guests and patrons, will be subject to all University traffic and parking regulations. Parking Fees are not included in the rental of the Katzen Arts Center.

**Bicycles, Skateboards, In-Line Skates Scooters, Bicycles and any motorized vehicle, not needed for persons with disabilities:** are not allowed inside the Katzen Arts Center. The aforementioned items, when found in the building will be removed from the premises by the Department of Public Safety under the direction of the Facilities Manager or its authorized agents, and retrieval of these items will be the responsibility of the owner.

**Glass bottles:** No glass bottles are permitted on stage.

**Performance Conduct:** No lewd or obscene actions are permitted during the performance.

**Animals:** Except for service animals, service animals-in-training and animals required as part of a performance, animals are not allowed in the Katzen Arts Center. The Facilities Manager must be notified in advance if the production requires the use of animals so that necessary arrangements and precautions may be taken.

**Objectionable Patrons:** The Facilities Manager and its authorized agents reserve the right to remove anyone from the premises that is objectionable or unruly. The University will not be liable to User for any damages that might be incurred through the execution of this right.

**Solicitation:** No soliciting is permitted on University property.

**Children (Infants):** We encourage parents to prepare their children for the experience by explaining basic audience etiquette to them. Parents of children talking, crying or moving around in a manner that is distracting to other patrons may be asked to move with their children to another location or to leave the Katzen Arts Center. Children under the age of 12 must be accompanied by an adult.

**Ticketing Services:** The Facilities Manager and/or its authorized agents will manage the ticketing for all events within the building. User has the choice of ticket sales through the box office, making use of on-line components, or of printing tickets and selling them on their own. All audience members must have a ticket, regardless of age. Decisions about which events will be free and which free events will be ticketed will be made in consultation between the Facilities Manager and the User. The box office must approve any special offers or discounts before any advertising can be done. User may not sell, give or provide complimentary tickets to anyone, unless explicitly approved by the Facilities Manager. Under no circumstances shall tickets be issued in excess of the approved number of attendees as determined by the University.

**Lobby Displays and Decorations:** Displays and decorations within the main building lobby may only be erected in designated areas. The methods acceptable for display are table-top easel, or other self-supporting with approval. There is to be no attachment to walls, ceiling or floors of the building by any method. The Facilities Manager and/or its authorized agents must approve all items for display.

**Food and beverages:** All catering companies must be put in contact with the Facilities Manager prior to confirming booking at the Katzen Arts Center and are subject to approval.

**Alcohol Policy:** It is understood and agreed that the User, its agents, employees, guests and patron, will be subject to the University's Alcohol Policy a copy of which is attached.