



SOUTHEAST MISSOURI STATE UNIVERSITY · 1873

EARL AND MARGIE HOLLAND COLLEGE OF ARTS AND MEDIA

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RIVER CAMPUS PROCEDURES MANUAL

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I. INTRODUCTION

The River Campus is a division of Southeast Missouri State University that houses the Earl and Margie Holland College of Arts and Media. For the purpose of this procedures manual, the terms "Holland College" and "River Campus" are identical and interchangeable. In addition, the term "Management" shall refer to the Holland College Assistant Director or his/her designated staff.

The facilities and grounds of the River Campus are used primarily by functional units of the University, recognized student organizations, non-student on-campus groups, and organizations or individuals outside the University, presenting events of educational, cultural, or social significance.

The material contained in this Procedures Manual is deemed to be an adjunct to and integral part of all Use Agreements and is made so by reference in each agreement. This manual is also intended to be used as a guide for potential Sponsors.

The procedures outlined herein were developed under the authority of the "Amended and Restated Cooperation Agreement for St. Vincent Seminary Property," dated January 25, 1999, between Southeast Missouri State University and the City of Cape Girardeau, Missouri. Nothing in these procedures is intended or should be construed to be in conflict with that agreement. These procedures have been approved by the River Campus Board of Managers at a meeting held on the date indicated on the face of this document.

II. SCHEDULING

1. Priorities: River Campus facilities may be scheduled on a first-come-first-served basis, subject to the following criteria, listed in order of application.

- a. The Holland College reserves exclusive booking rights until April first of the current academic year (July 1 through June 30) for the following academic year.
- b. Academic events take precedence over non-academic events.
- c. Annual or recurring events take precedence over one-time events.
- d. Events of major interest, such as performances by national or international touring companies, take precedence over smaller or local ensembles.
- e. Events sponsored by University organizations take precedence over events sponsored by outside organizations.
- f. Events that require the unique facilities of the River Campus take precedence over events that could take place elsewhere.

2. Facilities: The following facilities are available for use:

- a. Donald C. Bedell Performance Hall (the Bedell), a 951-seat proscenium theatre, is available for large-scale public meetings and performances. It is heavily scheduled with rehearsals, plays, student-directed productions and classes during the entire year. For that reason, its rental availability is extremely limited. It may not be rented for weddings, wedding receptions, or other personal events.
- b. Wendy Kurka Rust Flexible Theatre (the Rust), a 190-seat black box theatre. This is the principal performance space for theatrical productions of the Theatre and Dance Department. It is heavily scheduled with rehearsals, plays, student-directed productions and classes during the entire year. For that reason, its rental availability is extremely limited. It may be rented only for lectures or small stage events. It may not be rented for weddings, wedding receptions, or other personal events.
- c. Robert F. and Gertrude L. Shuck Music Recital Hall (the Shuck), a 205-seat recital hall. This is the principal performance venue for the Department of Music. It is heavily scheduled with rehearsals, recitals, and performance classes during the academic year. For that reason, it is not available for rental from August to May. It may be rented only for lecture or concert events. It may not be rented for weddings, wedding receptions, or other personal events.
- d. The Atrium, a 3,000 square foot lobby area capable of accommodating dinners and meetings. This is the main entrance to the Cultural Arts Center and events held therein cannot be assured of privacy. The space may not be reserved for personal events, i.e., weddings, wedding receptions, anniversaries, or the like at any time during the year and is never rented when performances are scheduled.
- e. The Conference Room on the third floor of the Seminary Building may be rented for meetings throughout the year, subject to availability. Maximum seating is 18. Similarly, three classrooms of various sizes may be rented for presentations, lectures, or break-out sessions, subject to availability. Tech packages are available.

f. Various outdoor areas are available for rental. Most notable, there are two River Campus park areas on the east side of the campus with stunning views of the Mississippi River and Bill Emerson Memorial Bridge, making them a perfect spot for a gathering. Specific information about the parks may be found on page 10. River Campus provides no support services for outdoor events.

3. Holds: A verbal hold, which provides the potential Sponsor with the right of first refusal, may be placed on River Campus facilities for a 30-day period. If during that period another request for the same date or dates is made, the first applicant must either confirm their event within two business days or defer to the second applicant. If it is not possible to contact the first applicant, or if the hold has not been renewed after 30 days, the hold may be released without notice.

4. Confirmation: River Campus Management will not make any commitment or guarantee for use until it receives a signed Use Agreement, and such agreement has been approved by the Holland College Assistant Director or his/her designee. Confirmations are event-specific: Sponsor may not cancel one event and substitute another without written authorization, particularly if a second applicant has requested the same date. Outside organizations shall be required to make a fifty percent, non-refundable deposit at the time of the confirmation and before any announcement of the event.

5. Cancellation or Change: Unless written notice is submitted, River Campus Management assumes that once an event is contracted it will take place. Should an event be cancelled or changed, the Sponsor must notify River Campus Management in writing and pay for any services that have already been provided or that cannot be cancelled. The non-refundable deposit shall be retained, and may not be applied to any services payment.

Change vs. Cancellation: In lieu of an outright cancellation, if Sponsor changes a headlining performer, date or time of an event, Sponsor shall allow ticket purchasers the option of an exchange for the new event or a refund. Acceptance of the change is totally at the customer's option.

Ticket Refunds: If ticketed, cancelled or changed events will have the full ticket price refunded to the purchaser. Ticket seller fees may or may not be refunded as required by the current River Campus ticket seller contractor.

Customer Notification: The River Campus Box Office will attempt to notify all ticket buyers by phone, email and text. Sponsor shall announce and advertise the change/cancellation using the same or similar marketing it used to advertise the original event.

Sponsor Box Office Charges: Sponsor will not be charged the per-ticket facility fee on refunded tickets. Credit card processing fees, assessed to the River Campus Box Office, will be billed to the Sponsor. Such fees will be charged twice – once for processing the sale and once for processing the refund.

6. Staffing: A minimum number of River Campus staff, including but not limited to stage technicians, ushers, security, and box office personnel, are required, the number varying by the complexity of the event. River Campus Management shall have the sole right to determine the number of staff needed for an event. Sponsor may not substitute its own staff.

7. Cost for University-Related Organizations: With the exception of venues which have a fixed-base charge, there is no basic charge or utilization fee for the use of River Campus facilities by University-related organizations. Instead, River Campus Management charges cost plus 35 percent for all materials, outside rentals, ticketing services and hourly staff required for an event. A University-related Organization is any department named in the official Southeast Missouri State University Organizational Chart at the time of execution of a River Campus Use Agreement, with the exception of grant-funded organizations which shall be considered non-University organizations.

8. Cost for Non-University Organizations: A non-University Sponsor will be charged a venue utilization fee, subject to negotiation, plus additional costs for all materials, outside rentals, ticketing services and hourly staff required for an event.

9. University vs. Non-University Events: No University department, student group, or University-related organization that receives a special rate on usage of a River Campus venue, may co-sponsor, co-promote, or have a relationship with an off-campus non-profit or commercial group to present an activity or performance without the full usage rate being charged. The usage rate will be established by the status of the non-University partner.

10. Marketing Services: The Holland College does not provide marketing services for rental sponsors.

11. Usage Fee: Events for which there is minimal River Campus staffing may be charged an additional usage fee per participant.

12. Charge Schedule: A charge schedule will be provided upon request, but it is not to be considered a quote or estimate. Sponsors are cautioned to consult with River Campus personnel, who can prepare complete and accurate estimates for services.

13. Estimates: A preliminary estimate of costs will be made once River Campus Management knows the technical, box office, and seating needs of the event. The more information the Sponsor can provide, the more accurate the estimate will be. The estimate is just that – an estimate. Final charges may be more or less depending on the actual charges incurred by the Holland College on behalf of the Sponsor.

14. Catering:

a. **University Sponsors.** All food and beverages served at River Campus facilities for events sponsored by University Sponsors must be secured through the University's catering service provider. It is the responsibility of the University Sponsor to make arrangements and coordinate such service with the University's catering service provider.

b. **Outside Sponsors.** Food and beverages for events sponsored by organizations outside the University may be provided by outside caterers (caterers other than the University's catering service provider) which have been approved in advance by River Campus Management. Non-alcoholic beverages may only be Pepsi or Pepsi products. Caterer applications are available from River Campus Management.

15. Alcoholic Beverages: Sponsors wishing to serve alcohol must submit a University "Request for Service of Alcohol" form at least sixty (60) days prior to the event. Any caterer serving alcoholic beverages must hold a current, "Temporary Caterers' Permit" or "Special Caterers' License" with the City of Cape Girardeau, valid for the date(s) of each event.

16. Outside Caterer Commission: Within five (5) business days following each event for which an outside caterer provides services, caterer shall provide River Campus a true and accurate copy of the invoice issued Sponsor and pay the University's catering service provider 15% of sales and service charges as commission. River Campus Management shall verify the invoice amount with the Sponsor.

17. Billing: Outside organizations shall pay fifty percent (50%) of usage costs at the time of confirmation as a non-refundable deposit. This amount, as well as any ticket revenue (if applicable) shall be applied against any charges. If there is a revenue balance (ticket sales plus deposit exceeds expenses), Sponsor shall be paid the difference within ten business days following the event. If there is a negative balance, Sponsor shall remit same within thirty days following the event.

18. Payment: All payments to Southeast under any section of these procedures shall be made by check, payable to Southeast Missouri State University.

19. Rain Location: Once use of an *outdoor* River Campus venue is confirmed, Sponsor may make arrangements for an *indoor* venue to be placed on hold for use in the event of inclement weather, subject to availability and the following procedures.

a. There shall be no deposit or fee required to hold the indoor venue as long as there is no other request for its use.

b. After the hold has been placed, if another applicant requests the indoor venue, the Sponsor holding the space must either release the hold or confirm its use. If released, the Sponsor shall have no other obligation for having held the indoor venue.

c. If confirmed, whether prior to or on the day of the event, Sponsor must immediately remit the 50% deposit for the more expensive of the two venues. Any prior deposit may be applied against the new deposit. Sponsor may continue to hold the outdoor venue, but is committed to pay the use fee only for the higher costing of the two venues. The confirmation is irrevocable. Should the Sponsor not use the higher cost venue, Sponsor is still required to pay the full amount for its use.

d. If Sponsor uses only one venue, Sponsor shall pay only one – the higher – of the two usage fees. If, for some reason, Sponsor ends up using both the outdoor and indoor venue, Sponsor shall pay both usage fees.

e. Setups might take place a day or two before the event, so it is incumbent upon Sponsor to maintain timely communication with River Campus Management. If the decision to move indoors is made too late, and setup has already begun for the outdoor venue, an extra setup charge will be applied to tear down the outdoor and then setup the indoor venue.

III. PERFORMANCE VENUES

Although this section is titled "Performance Venues," the provisions contained herein may be applied to any of the facilities at the River Campus.

1. Opening Time: Sponsor agrees to allow River Campus Management to open the lobby areas of the venue at least sixty minutes before the advertised start of the event and to permit patrons to be seated at least thirty minutes prior to the advertised beginning time for the event. At the time patrons are allowed into the seating area, all technical preparations, lighting and sound checks, rehearsals, and other activities must have been completed on the stage and in the seating area.

2. **Curtain Time:** Sponsor agrees to make every effort to begin all events within five minutes after the announced starting time. River Campus Management may, when weather, traffic, parking or other conditions dictate, delay the start of the performance a reasonable period of time to allow the great majority of patrons to be seated before the start.
3. **Bogus Curtain Times Are Forbidden.** The practice of announcing one starting time with the intent and/or practice of starting at a different time is strictly prohibited, unless such different starting time is deemed necessary by River Campus Management as described in the preceding paragraph.
4. **Late Seating:** River Campus Management reserves the right to deny admission to latecomers until the first logical break in the performance at which time latecomers may, at the discretion of Management, be seated in available seats in the rear of venue. If appropriate seating is not available, latecomers may be held in the lobby area until the first intermission.
5. **Intermission:** If an intermission is not planned during the performance, the Sponsor must inform River Campus Management at the time the Use Agreement is submitted. If the Sponsor cancels the intermission or fails to inform River Campus Management at the time the Use Agreement is submitted, River Campus Management must have three business days' notice of no intermission or a \$100 cancellation fee will be assessed.
6. **Concession Stands** may be operated during pre-show, intermission, and post-show, at the discretion of the University's catering service provider and River Campus Management.
7. **Technical Information Sheet:** If the event for which the Use Agreement is issued has specific technical requirements, Sponsor will provide to the River Campus Production Manager a Technical Information Sheet containing a full and detailed outline of any technical stage and additional information as may be required as soon as possible, **but not later than twenty (20) working days before the first event day.**

The failure to timely provide the Technical Information Sheet waives Sponsor's right to the spaces and equipment normally assigned to the venue which the Sponsor is using, if the space and equipment are requested by others, and also waives Sponsor's right to any "general use" equipment. This failure will also subject Sponsor to a surcharge for the use of requested equipment if equipment is available.

Once the Technical Information Sheet has been provided, any changes or additions to the equipment requested will be granted only at the sole discretion of the River Campus Production Manager or his/her designated representative.

If the event is of such a nature, as determined solely by River Campus Management, that a Technical Information Sheet is not necessary, then technical or logistical requirements shall be set forth in the Use Agreement.

8. **Use of Equipment and Spaces:** If the Use Agreement and, if applicable, Technical Information Sheet are returned at least twenty (20) working days before the first event day, Sponsor is entitled to use the equipment and spaces normally assigned to the venue which Sponsor is using. Occasionally, equipment or spaces normally assigned to a venue and not required by its Sponsor may be assigned for another use with the permission of the River Campus Production Manager or his/her designated representative.

General use of equipment and spaces will be divided among Sponsors on the following basis:

- a. The Sponsor who returns its Use Agreement and Technical Information Sheet, if applicable, first will be served first.
- b. If Sponsor can prove greater need, the River Campus Production Manager may assign equipment or spaces to Sponsor in spite of a prior request by another Sponsor.
- c. If no other criterion applies, equipment needs will be filled in the following order of priority according to the location of the event: 1) Bedell Performance Hall, 2) Rust Flexible Theatre, and 3) Shuck Music Recital Hall.

River Campus Management will make every effort to keep its equipment available and in good working order. However, if equipment is unavailable or out of service for any reason, River Campus Management will not be responsible for providing replacement equipment.

Any malfunction of equipment provided by River Campus should be reported immediately to the River Campus Production Manager. The cost for replacement lamps for theatrical lighting shall be borne by River Campus and is a part of the cost for use. The cost for any other consumable theatrical supplies (including but not limited to gel, gobos, gaffer's tape, rosin, etc.) shall be borne by the Sponsor.

9. **Crew:** Events scheduled to take place in any venue at River Campus shall utilize the services of trained stage crews including carpenters, electricians, property persons, sound persons, fly persons, and wardrobe personnel as required. After examining an event's requirements, the River Campus Production Manager will determine the minimum number of personnel required in each specialty and will be available to assist the Sponsor in making arrangements for all necessary personnel for light hang, move-in, set-up, rehearsal, performance, and move-out calls.

Sponsor must provide the River Campus Production Manager a complete list of Sponsor's personnel, including addresses and telephone numbers not later than twenty (20) working days prior to the event. If a list is not provided to the River Campus Production Manager twenty (20) working days prior to the event, it will be assumed that the personnel are to be supplied by River Campus at Sponsor's expense.

River Campus Management reserves the right to forbid or restrict the employment of any individual or organization as part of the stage crew if Management determines, in its sole discretion, that injury or damage to equipment might result from employment or if the individual or organization has previously demonstrated an unwillingness or inability to abide by the policies and procedures of the River Campus.

In order to protect the River Campus facilities and equipment, the River Campus Production Manager may require the presence of in-house supervisory stagehands. The number of stagehands required will be determined by the Production Manager.

10. Breaks: River Campus technical and house management personnel require one fifteen-minute break during each four-hour period of continuous work. Additionally, River Campus personnel require a one-hour meal break after five hours of continuous work. For example, if a work call begins at 8:00 a.m., a lunch break must occur between 1:00 p.m. and 2:00 p.m. If a meal break of one hour will not be possible within this period of time, the Sponsor must pay for a meal to be served to all affected River Campus personnel. The Sponsor must notify the River Campus Production Manager at least forty-eight hours in advance of the meal so that arrangements can be made.

11. Labor Charges: Sponsor will be required to pay River Campus for all staff, including but not limited to its in-house stagehands and front-of-house staff, at the current house rates as specified in the River Campus Charge Schedule. When Sponsor requests use of a facility after an evening performance (5:00 p.m. until 12:00 midnight) the hourly labor rate will be time and one half from 12:00 midnight to 2:00 a.m. and double time from 2:00 a.m. until 8:00 a.m.

12. Outside Stage Crew Personnel: It is the policy of River Campus Management to protect the River Campus facilities by determining minimum standards of performance by outside stage crew personnel. Nothing in these procedures should be interpreted so as to prevent Sponsor from requiring higher standards from stage personnel. With the exception of the River Campus Production Manager and Assistant Production Manager, stage crew personnel shall not be deemed to be employees or sub-contractors of Southeast Missouri State University. Additionally, Sponsor shall be responsible for paying for all labor performed by outside stagehands and for paying for any damage which may be caused to building equipment due to a negligent act on the part of any member of the stage crew other than the River Campus Production Manager, Assistant Production Manager or River Campus in-house stagehands.

In the event Sponsor is providing competent, certified personnel to perform stage and technical functions and therefore the minimum River Campus stagehand requirement is reduced to one (1) for events, the services of River Campus stagehand will be charged at the Technical Supervisor rate as set forth in the River Campus Charge Schedule.

13. Ushers, Ticket Takers, and Guards: To provide continuity to River Campus patrons, events scheduled in the performance venues shall utilize the services of trained ushers, ticket takers, and guards that are supplied solely by the River Campus. The cost of these services shall be borne solely by Sponsor. The number of required personnel for these services will vary according to the anticipated size of the audience, whether all seating levels will be used, and whether seating will be on a reserved seat or general admission basis. River Campus Management shall determine the minimum number of personnel to be required for any given event. Some events may require the services of from two to three such personnel while other events may require as many as sixteen.

River Campus Management shall have the right to veto or modify any order or direction issued by Sponsor, its employees, or its sub-contractors if Management deems such action is necessary to protect the audience, Southeast Missouri State University employees, facilities or equipment.

14. Security: River Campus building and premises, including keys thereto, shall at all times be under the control of River Campus Management. River Campus Management shall at all times have the right to enter any area in River Campus buildings including such times as when Sponsor may have an event taking place and for which the Sponsor has been issued a Use Agreement. The entrances and exits of the building shall be locked and unlocked by River Campus personnel only, as may be required for Sponsor's use. Sponsor may be required by River Campus Management to place proper guards at all entrances and exits at times, when entrances or exits are unlocked, with the cost of guards being borne by the Sponsor.

The security of the River Campus shall, at all times, be under the control of River Campus Management. River Campus Management will arrange, and Sponsor will pay for, all security that is deemed necessary by River Campus Management for the proper conduct of the event and control of the audience. Generally, a guard shall be required at the backstage entrance for all rehearsals and performances and, when deemed necessary by River Campus Management, additional guards may be required in the lobbies and seating areas for performances or rehearsals.

Backstage Hallways shall be shared with faculty, staff and students in the normal pursuit of the academic mission of Southeast Missouri State University.

Each Sponsor may be required to provide additional security to monitor the parking lots if deemed necessary by River Campus Management or the Southeast Missouri State University Parking Administration.

The presence of security guards during an event does not in any way diminish Sponsor's responsibility to pay for damages to the facility or to equipment contained in the River Campus when damages occur in conjunction with the event.

Sponsor may, at its option and expense, request additional security personnel for the express purpose of guarding equipment owned by or under the control of the Sponsor. However, the presence or lack of additional guards shall not alter the fact that River Campus, under the terms and conditions of the Use Agreement, assumes no liability for the loss, theft, or damage to the property of the Sponsor.

15. Sale of Merchandise: If Sponsor has items that it wishes to sell or rent or authorize to have sold or rented on its behalf prior to or during its event, these items, to include but not be limited to souvenir programs, books, photographs, audio or video tapes, records, posters, opera glasses, T-shirts, sweatshirts, or other souvenir items, and items that are directly related to an event, the Sponsor shall obtain permission from River Campus Management to vend or have vended these items, and such items shall be vended only within locations as specified by Management. The granting of a Use Agreement is not to be deemed the granting of permission to vend or have vended these items. The provisions of this and the following paragraphs will also apply in the case of a vendor who may or may not make cash transactions at an event but rather takes orders for subsequent sales to take place off the premises of the River Campus. River Campus reserves the right to refuse permission to sell, rent, or otherwise distribute any item which does not directly relate to the presentation of a specific event, or any item which in normal use or misuse may cause damage to River Campus, its employees, or patrons.

- a. **Commission:** Each approved vendor agrees to pay River Campus, in return for the granting of permission, a commission equal to ten percent (10%) for commercial vendors and five percent (5%) for non-profit vendors. (See requirements for non-profit status on page 15.) Such commission will be calculated on the total net sales for each sales period. A sales period is defined as not earlier than one hour prior to a scheduled curtain time, all intermissions, and ending not later than 30 minutes after the scheduled performance. Net sales is defined as the total gross sales during each period after the applicable sales tax and bank credit card charges have been deducted.
- b. **Sales Tax:** The state of Missouri and city of Cape Girardeau assess a 7.975% tax on all items sold at the River Campus. Each approved for-profit or non-profit vendor shall be responsible to collect sales tax and remit same to the Missouri Department of Revenue. Sponsor shall provide River Campus with a copy of the paid sales tax receipt. If the vendor has not added sales tax to the price of the merchandise (i.e. for each dollar of merchandise vendor has charged one dollar instead of one dollar plus tax), the sales tax due may be computed using the following formula: $\text{Tax} = \text{Gross} - (\text{Gross} / 1.07975)$. The tax rates described herein shall be subject to change as assessed by the State of Missouri and City of Cape Girardeau.
- c. **Samples:** Each approved vendor further agrees, upon request, to provide River Campus Management one sample of each item to be sold and such items become the property of River Campus and that the value of the items shall not be deducted from any fees or commissions otherwise due River Campus.
- d. **Verification of Sales:** River Campus Management reserves the right, at its discretion, to count all inventory immediately prior to and after any and all sales periods to verify vendors' sales. Additional count(s) shall be made for any items added after the initial count. The vendor may not refuse to allow River Campus Management or its representative to verify all inventories. A refusal will constitute a violation of these provisions and will result in the immediate withdrawal of permission for vendor to vend any and all items in or on the premises of the River Campus. Such withdrawal, if any, shall not negate the commission due River Campus on items sold prior to the withdrawal.
- e. **Settlement:** The commission will be due and payable in cash immediately following the close of sales for each period. In the case of a vendor who is taking orders and may or may not be making any cash transactions during an event, a flat fee may be negotiated with River Campus Management in advance of the event.
- f. **Cash Bank:** It is the sole responsibility of Sponsor to provide any cash needed by the vendor during any and all sales periods.
- g. **Display:** The price to be charged for each item to be sold must be clearly displayed and all displayed items must be offered for sale. Items which sell out shall be taken off display. Displays shall be located only within locations as specified by Management. Sponsor shall not do or permit to be done on the premises of the River Campus anything which may tend to injure, mar, or in any manner deface the facility. Displays, posters, signs, etc. may not be taped on windows, walls, railing, etc. or tacked, nailed, hooked, or screwed into any surface of the River Campus.

16. Coat Check: The operation of any coat check service is the exclusive province of River Campus.

17. Event Programs: At the sponsor's request, River Campus will make arrangements for program insertions to be stuffed in Sponsor's program. This service will be at an additional charge to the Sponsor and requires the Sponsor to give seven days' notice prior to the event. Programs and insertions must be received at least 24 hours in advance of the event on a regular business day. River Campus retains the right to insert its own promotional material for upcoming events into any programs distributed within its facilities.

IV. BOX OFFICE

1. General: The Holland College operates a full-time box office within the River Campus Cultural Arts Center. The box office is open Monday through Friday from 9:00 a.m. to 4:00 p.m., closed on Saturdays, Sundays and holidays (to include all University holidays). River Campus Box Office will, regardless of the day, open one hour prior to the announced curtain time of any ticketed event.

River Campus uses a computerized, "live" ticketing system which accommodates both reserved and general admission events. Sponsors are required to use this system. Tickets may not be printed in excess of the fixed seating capacity of the particular venue for any single event.

2. Scaling and Prices: Sponsor must provide to the Box Office Manager all information necessary to program the Sponsor's event on the River Campus ticketing system not less than two weeks prior to the on-sale date. This information is to include:

- a. House scaling for the event.
- b. Prices including any and all discounts that may or may not be used.
- c. All holds and technical kills.
- d. Desired copy for the ticket.
- e. Samples of any discount coupons or vouchers.

At the time the Sponsor delivers the above information, it is strongly urged that the Sponsor submit both discounts that will be used and discounts that might be used, because adding new discounts can take several days.

3. On-Sale Date: The venue utilization fee covers the period of four weeks of selling time or any fraction thereof including performance date(s). The on-sale date will be determined as the first regular business day within the four week period. The River Campus box office will not go on sale with the event before a Use Agreement is fully executed.

4. Additional Selling Weeks: Sponsor may choose to contract for additional selling weeks at an additional cost per week or a fraction thereof. If the Sponsor wishes to allow mail orders prior to the commencement of the four week on-sale period, the Sponsor must contract for additional weeks. Please see the River Campus Charge Schedule for this cost.

5. Points of Sale: Tickets for events at the River Campus may be sold five ways: 1) box office window; 2) mail; 3) telephone at the River Campus box office; and 4) telephone and 5) Internet through the River Campus ticket service provider. Additional remote box offices or points of sale may be established by Sponsor by special arrangements with River Campus Management. Applicable credit card bank charges shall be retained by the River Campus Box Office for all credit card sales except those purchased directly through the River Campus ticket service provider telephone or Internet points of sale, in which case such bank charges shall be paid by the customer.

All tickets distributed, whether paid or complimentary, shall be subject to a per-ticket facility fee as set forth in the River Campus Charge Schedule. This fee is usually included within the cost of the ticket but may be shown separately on the ticket at Sponsor's discretion. In the case of complimentary tickets issued at Sponsor's request, the fee will be paid to River Campus by the Sponsor; it will be waived for complimentary tickets issued to, or requested by, River Campus Management.

The River Campus box office and its ticket service provider accept MasterCard, Visa and Discover for all purchases. Checks and money orders are accepted for mail and window sales. Window sales also accept cash. The River Campus box office will not accept unpaid reservations; payment is required at the time of the order.

6. Group Sales: If the Sponsor wishes the River Campus box office to handle group sales for their event, Sponsor must contract for this service. The Sponsor will be assessed a commission for this service as well as be charged for the printing, postage and telephone costs. See the River Campus Charge Schedule for this commission.

7. Liability: Sponsor shall be responsible for any bad checks; counterfeit money; or refused, returned, or fraudulent credit card charges and shall reimburse River Campus Management for any such items received up to one year following the last date of use.

8. Seating of Patrons with Disabilities: Each River Campus venue provides locations that are accessible to people who use wheelchairs while also allowing for the safest and quickest egress from venue. The physical seats are not present in the venue, but are part of the capacity. Next to these seats are permanent seats to be sold only to companions of persons who use wheelchairs or persons with other disabilities that would be best served by these locations. It is the responsibility of each Sponsor to inform its patrons with disabilities that areas are available and that, in the case of individuals using wheelchairs or whose mobility is otherwise restricted, patrons will be requested to utilize the designated areas for the maximum protection of all concerned.

Additional wheelchair and companion locations may be made available by removing designated seating prior to any sales. These seats may not be sold to anyone other than a person who uses a wheelchair or who otherwise, in the sole opinion of River Campus Management, would be best served by these locations. If an event reaches near sell-out status, and ninety percent (90%) of the seats in the venue have been sold, only then will the wheelchair locations and/or companion seats be available for sale to customers with or without the need for special seating.

For events in the Shuck Music Recital hall and Rust Flexible Theatre, it is Sponsor's responsibility, in conjunction with the River Campus Production Manager, to configure the seating and performance areas in such a manner as to easily and safely accommodate disabled patrons and their companions.

For events in the Bedell Performance Hall, the following areas are designated and reserved for patrons who use wheelchairs (w) and their companions (c): **Orchestra, Row M:** Seats 100 (w), 101 (c), 110 (c) and 111 (w); **Box 104:** six seats either (w) or (c); **Lower Balcony, Row D:** Seats 100 (w), 101 (c), 118 (c) and 119 (w). Additional wheelchair/companion seating may be assigned when it is deemed necessary at the sole discretion of River Campus Management.

The above-mentioned seats will be reserved for these patrons on all general admission shows. It is the responsibility of the River Campus House Manager to reserve this seating and the River Campus usher staff to seat these individuals.

9. Settlement: River Campus will provide to the Sponsor a statement accounting for all tickets which were sold, not sold or otherwise distributed. This statement will be presented, whenever possible, to the Sponsor within minutes, but not later than one hour, after the closing of the box office for an event.

In the instance where more than one performance is held on any given day, the statements for all performances of that day will be presented, whenever possible, to the Sponsor within one hour after the closing of the box office for the last performance of that day.

10. Representative in the Box Office: Sponsor may elect or be requested by River Campus Management to have one representative in the box office on the day of an event. Sponsor's representative should arrive at the River Campus box office not later than one hour prior to the event. If Sponsor fails to provide a box office representative, the River Campus box office staff shall make ticketing decisions with the best intentions to serve the Sponsor and the audience. In such situations, the box office staff's decisions may not be questioned, challenged, or changed by Sponsor, since the Sponsor provided no representative when the decision was made.

11. Exchange/Refund Procedures: For the convenience of the River Campus patrons, the box office may make exchanges subject to the following restrictions:

- a. Tickets will be exchanged for the same event, or for a different performance of the same event, only.
- b. Only tickets purchased from the River Campus Box Office will be exchanged.
- c. Tickets must be exchanged in person.
- d. Tickets must be exchanged not later than twenty-four hours prior to the performance.
- e. Patrons may be charged and must pay a fee for the exchange.

12. House Seats: River Campus Management reserves for its exclusive use ten seats with the option to purchase ten additional tickets with group discount rates with forty-eight hours' notice. These seats shall be in prime locations within the first ten rows of the orchestra level or the first row of the mezzanine or lower balcony. No charge will be assessed to River Campus for the use of these seats insofar as the seats are to be deemed a part of the base usage consideration.

13. Delivery of House Seats: River Campus house seats shall be blocked from sale by the River Campus Box Office Manager not less than one week prior to the on-sale date. Tickets shall be distributed at the sole discretion of River Campus Management; provided, however, that in the event said tickets are sold, the revenue realized from the sale will be accounted for in the total box office receipts.

14. Pre-Sale of Seats: River Campus Management reserves the right to pre-sell top-level tickets for any event. These tickets will be sold at the regular price and will go on sale approximately four weeks prior to tickets going on sale to the general public. All unsold tickets from this allotment will be released for general sale not less than one week prior to the general public on-sale date. River Campus reserves the right to identify the locations of these seats.

15. **Complimentary Tickets:** Sponsor must provide to the River Campus Box Office Manager written authorization for the issuance of complimentary tickets by the River Campus box office. **NO COMPLIMENTARY TICKETS WILL BE ISSUED WITHOUT WRITTEN AUTHORIZATION FROM THE SPONSOR.** The authorization must be on the River Campus' official document and signed by Sponsor's duly authorized representative. No substitutions or phone calls will be accepted. It is the Sponsor's responsibility to make these arrangements in a timely manner.

16. **Press/Backstage Passes:** The issuance of press passes or backstage passes shall be the responsibility of Sponsor. In the event Sponsor designates the River Campus box office to distribute these passes, it is Sponsor's responsibility to provide correct names of recipients. However, River Campus Management shall have the right to limit the number of backstage passes, as well as to restrict the areas and times of access.

V. MARKETING

1. **Definition:** For the purpose of these procedures, the terms "market" and "marketing" shall refer to the process of advertising or promoting the event for which the Use Agreement is issued, by any means whatsoever, including (but not limited to): newspapers, radio, newsletters, direct mail, invitations, magazines, television, posters, flyers, handbills, billboards, Internet, social media, e-mail, electronic marquees or displays, sidewalk chalking, show bills, lithographs, posters, cards or any other type of advertising, promotion, or public relations.

2. **Commencement:** Sponsor may not market any event before a Use Agreement is fully executed and signed by all parties. Regardless of whether River Campus Management or the Sponsor places marketing, all marketing materials must receive prior approval of River Campus Management. This is crucial since it is often River Campus staff who must deal with the public when there is insufficient or inaccurate information in marketing pieces.

3. **Southeast Missouri State University Logos:** Non-University Sponsors may not place any Southeast Missouri State University logo in their marketing. University Sponsors must follow University guidelines in their marketing.

4. **River Campus Venue Names:** In any marketing piece for events to be held at the River Campus, River Campus facilities shall be identified as follows:

- Donald C. Bedell Performance Hall, located in the Cultural Arts Center at Southeast Missouri State University's River Campus
- Wendy Kurka Rust Flexible Theatre, located in the Cultural Arts Center at Southeast Missouri State University's River Campus
- Robert F. and Gertrude L. Shuck Music Recital Hall, located in the Seminary Building at Southeast Missouri State University's River Campus
- Rosemary Berkel and Harry L. Crisp II Museum, located in the Cultural Arts Center at Southeast Missouri State University's River Campus
- River Campus Art Gallery, located in the Seminary Building at Southeast Missouri State University's River Campus

Secondary references within marketing pieces shall appear as follows: Bedell Performance Hall, Rust Flexible Theatre, Shuck Music Recital Hall, Crisp Museum, and River Campus Art Gallery. Tertiary references may be: The Bedell, The Rust, The Shuck, The Crisp, and The Gallery.

If space limitations in a marketing piece require a break in a venue's name, it shall appear as follows:

Donald C. Bedell Performance Hall	Wendy Kurka Rust Flexible Theatre	Robert F. and Gertrude L. Shuck Music Recital Hall	Rosemary Berkel and Harry L. Crisp II Museum	River Campus Art Gallery
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Events presented by Sponsor must clearly state the organization presenting the event before stating the event is taking place at the River Campus. Marketing copy must be similar in content, relative size and spacing to the following examples:

100%	[Name of Event]	[Sponsor's Organization]
40-80%	presented by	proudly presents
100%	[Sponsor's Organization]	[Name of Event]
100%	Donald C. Bedell Performance Hall	Robert F. and Gertrude L. Shuck Musical Recital Hall
80%	River Campus Cultural Arts Center	River Campus Seminary Building
80%	Southeast Missouri State University	Southeast Missouri State University

Substitution of the ampersand ("&") in the Shuck and Berkel/Crisp names is allowed only when required as a space saving measure and must be approved in writing by River Campus Management.

Tickets shall use a greatly abbreviated format designated by the River Campus Box Office Manager.

5. **Required Sale Prices:** All Sponsors are required to sell all tickets at the prices as advertised; no deviations will be allowed unless approved in advance and in writing by River Campus Management.

- 6. Content Warnings:** All marketing shall carry warnings applicable to the content of the event. Such warnings shall be determined in consultation between Sponsor and River Campus Management with Management having the final authority to designate what must appear. Sponsor must share any script and/or content description with Management in order to assist in making the determination of warnings. Such warnings might include, but would not be limited to adult language, adult content, partial nudity, nudity, violence, not suitable for children, strobe lights, fog, smoking, gunshots. Content warnings shall also be placed in the lobby, at entrances to the venue, immediately prior to the event and must be printed in the event program, if any.
- 7. Distribution of Marketing Pieces at the River Campus:** Sponsor shall not distribute or circulate or permit to be distributed or circulated any marketing pieces at the entrance to or in or about any part of the River Campus except marketing which pertains to the specific event for which a Use Agreement has been granted and for which permission has been obtained from River Campus Management for the placing of marketing.
- 8. Postings:** Sponsor shall not post or exhibit or allow to be posted or exhibited any marketing pieces in or on any part of the premises except in specified areas provided for this purpose by River Campus Management. Sponsor agrees to use, post, or exhibit only marketing pieces which relate specifically to the event to be held in or on the premises of the River Campus pursuant to a fully executed Use Agreement and which meet with the prior approval of River Campus Management or his/her designated representative. Sponsor agrees that marketing pieces may be posted only three weeks prior to an event and must be taken down within 24 hours after the final performance.
- 9. Non-destructive Display:** Sponsor shall not do or permit to be done, in or on the premises of the River Campus, anything which may tend to injure, mar, or in any manner deface the facility or its premises. Sponsor further agrees not to drive or install or permit to be driven or installed any nails, hooks, tacks, tape (with the exception of painter's tape), or screws into any part of the River Campus buildings and Sponsor will not make or allow to be made alterations of any kind to facility or any equipment belonging to the facility.

VI. RIVER CAMPUS PARK INFORMATION

- 1.** There are two areas in the River Campus Park. The North Park, near the Scenic Overlook, contains the historic beech tree. The South Park contains the gazebo. These areas overlap somewhat but the basic demarcation point is the electric outlets described in paragraph 4, below. The Scenic Overlook north of the park is the property of the City of Cape Girardeau. Use of that space must be coordinated through the City by contacting Parks and Recreation at (573) 339-6340.
- 2. SPONSOR ACCEPTS THE PARK AS IS.** Southeast shall not provide materials, equipment or staff.
- 3.** There are no restrooms at or near the park. Even if University buildings are open (and they may not be), restrooms are a considerable distance from park. Homes on the north side of Morgan Oak Street are private residences, not a part of the park; the owners' privacy should be respected.
- 4. Electricity:** There are four outlets in a box located halfway between the north park and the south park. Each outlet is protected by a 15-amp Ground Fault Circuit Interrupter (GFCI) circuit breaker at the box, but the main breaker is not accessible to the public. If Sponsor trips the main breaker, or if the main breaker is already tripped upon Sponsor's arrival, there probably will be no staff available to reset it. Sponsor, therefore, should check the outlets early on the morning of a normal workday, immediately preceding the event.
- 5. Parking:** The North Park has five parking spaces near the Scenic Overlook, one of which is handicapped accessible. The South Park has eight parking spaces, one accessible, near the gazebo. All available parking is open to the general public; it is not, and may not be, reserved for Sponsor's use. The River Campus parking lot on the southeast corner of S. Fountain and Morgan Oak Streets might be available, but it's quite a walk from the park. The parking lot on the northwest corner of S. Lorimier and Morgan Oak Streets is reserved for the exclusive use of residents of the Dobbins Center. Any other parking is on city streets. Sponsor may not block private driveways, or drive or park on grass or sidewalks.
- 6.** Catered food may be served subject to the conditions of section II, paragraph 14, on page 3, above. The religious use of altar wine (single sip per person) is not subject to the provisions of this paragraph.
- 7.** Bugs, small flies and gnats are common. Bug bombs or any kind of pesticide, insecticide or herbicide are prohibited. Bug repellents either sprayed on or carried by individuals are permitted. There may also be snakes and other critters in the area, the deliberate killing or injury of which is prohibited.
- 8.** Decorations must be free-standing. Items may be staked into the ground as long as divots are replaced.
- 9.** Sponsor may not climb, hang from, sit on or attach anything to any trees or bushes, especially the champion beech tree. This tree is over 200 years old, about half its projected life span. Any injury could start its early demise.
- 10. Hazards:** Fires, fireworks, explosives, dangerous materials, use of lasers, use of drones, etc., are prohibited on University property.

11. **Clean-up:** Sponsor shall remove all materials, clean up and leave the park in as good a condition as found within the time period specified on the use agreement. There are only a few trash receptacles in the park; Sponsor shall bring additional trash bags as necessary. Sponsor may be charged if the University must clean up or restore grounds or facilities.

VII. GENERAL INFORMATION

1. **Obstructions:** No portions of sidewalks, entrances, passages, vestibules, halls, stairwells, elevators, or means of access to public utilities of the River Campus or its premises shall be obstructed or caused to be obstructed by Sponsor, or caused or permitted to be used for any purposes other than ingress and egress to and from the River Campus or its premises. The doors, stairways, or openings that reflect or admit light into any portion of River Campus buildings, including the hallways, corridors, passageways, handrails, lighting attachments, and radiators, shall in no way be obstructed by Sponsor. The toilet fixtures and other water apparatus shall not be used for any purpose other than that for which devices were constructed and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Any damage resulting from any misuses of any devices or other similar equipment belonging to the River Campus shall be paid for by Sponsor as it is responsible for the person having caused or otherwise been directly involved with the damage.

2. **Damages:** In addition to the above, Sponsor shall not do or permit to be done anything which may tend to injure, mar, or in any manner damage or deface River Campus facilities or premises, to include – but not limited to – buildings, signage, fixtures, enhancements, painted surfaces, floors, grounds, landscaping, trees, bushes, or flowers. This provision shall be most specifically applied to the champion beech tree located in the River Campus Park, North Area.

3. **Car Parking:** The granting of a Use Agreement to use the River Campus shall in no way obligate River Campus to provide parking for Sponsor. Note that any individual who does not display a University hang tag Monday through Friday from 7:00 a.m. to 2:00 p.m., exclusive of holidays, may receive a parking ticket. The parking lots on the River Campus are available for general parking during the Sponsor's event and any other River Campus event held after 2:00 p.m. on a weekday or on a weekend. River Campus Management is not responsible for any parking ticket Sponsor receives while parking in a Southeast Missouri State University or River Campus parking lot. To acquire a visitor's parking pass, please contact the River Campus Box Office Manager.

4. **Truck Parking/Loading Dock Use:** Trucks carrying equipment to be used by Sponsor in conjunction with an event for which a Use Agreement has been granted may be loaded and unloaded at the River Campus Cultural Arts Center **south** loading dock. Special arrangements must be made in advance with the River Campus Production Manager for permission to park trucks in the loading dock area when not loading or unloading. In the absence of special permission, it shall be the responsibility of Sponsor to find, at its own expense, suitable parking space elsewhere for trucks.

In addition, no vehicles of any kind belonging to Sponsor or their representatives or employees may be parked at the River Campus loading dock without similar special arrangements having been made in advance with the River Campus Production Manager.

In any case, if a vehicle is not removed from the loading dock area by 7:00 a.m. the day following the final event for which the Use Agreement was issued, the Sponsor will be assessed a storage charge for the vehicle. The storage charge will be assessed at the rate specified in the River Campus Charge Schedule. In addition, if it is necessary for River Campus Management – at its sole discretion – to remove such vehicle, Sponsor will pay any towing and storage charge.

5. **Lost Articles:** River Campus Management shall have the sole right to collect and to have custody of articles left in the River Campus by persons attending events presented in the River Campus. Sponsor and any other persons in Sponsor's employ or control shall not collect nor interfere with the collection or custody of lost articles.

Where lost articles can positively be identified to be the property of Sponsor, its employees, or others under its control, River Campus Management will make every effort to reunite lost articles with their owners; provided, however, that River Campus will not be responsible for incurring any costs for shipping lost articles to the owner.

After a reasonable period of time, but not less than sixty days, all unclaimed articles shall become the property of River Campus to do with or dispose of as its representatives shall deem fit.

Please note that the Lost and Found is located in the River Campus box office.

6. **Flammable Materials:** No flammable materials such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations and all other materials used for decorative purposes must be treated with a flame proofing substance and approved by the Fire Department. Open flames in any area of the building are strictly prohibited regardless of how the flames are fueled unless approved in advance and in writing by Management.

- 7. Pyrotechnics:** Sponsor shall obtain all permits and licenses required by the laws, ordinances, rules, and regulations, including licenses to use pyrotechnic materials to include, but not be limited to flash pots, concussive pots, sparklers, and open flames. River Campus Management has the right to require Sponsor to furnish satisfactory evidence that all required licenses have been obtained.
- 8. Storage:** In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the River Campus either prior to, during, or subsequent to the use of the River Campus by Sponsor hereunder, the River Campus and its officers, agents, and employees shall act solely for the accommodation of the Sponsor and neither the Holland College nor its officers, agents, or employees shall be liable for any loss, damage, or injury to the property.
- 9. Recording and Broadcasting:** No event presented in the River Campus may be broadcast, videotaped, recorded, or otherwise reproduced without the prior written consent of River Campus Management. The Sponsor having obtained consent shall ensure that the River Campus and its staff receive proper audio and/or video credit. Credit statement shall be in the format: "Performed at the [full name of venue] on the River Campus of Southeast Missouri State University."
- 10. Royalties:** Copies of events broadcasted, videotaped, or recorded at the River Campus, which are sold or rented by Sponsor within one year of the date of the performance, will be assessed a five percent (5%) commission of gross sales after taxes, which Sponsor shall pay Southeast Missouri State University every three months following the last performance. Sponsor shall provide the Holland College one copy of any such broadcast, tape, CD, DVD, or other recording at no charge.
- 11. Smoking:** SOUTHEAST MISSOURI STATE UNIVERSITY IS A SMOKE-FREE CAMPUS. Smoking is prohibited on all University property, both indoors and outdoors, with the following exceptions for touring companies only: a designated area outside the Bedell Performance Hall loading dock, inside vehicles owned or leased by Sponsor while on University property, and on-stage for productions where the script/storyline calls for the depiction of smoking/smokeless tobacco use; in such cases, reasonable efforts will be made to use non-tobacco products..
- Sponsor shall be responsible for enforcing smoking regulations during the time the Sponsor is utilizing the River Campus pursuant to a fully executed Use Agreement. In cases where it is questionable whether or not smoking is permissible, the decision of River Campus Management shall be final. **THE FAILURE ON THE PART OF THE SPONSOR TO ENFORCE SMOKING REGULATIONS WITH ITS PERSONNEL SHALL CONSTITUTE A BREACH OF THE SPONSOR'S USE AGREEMENT AND MAY, AT THE SOLE OPTION OF RIVER CAMPUS MANAGEMENT, BE DEEMED CAUSE FOR THE TERMINATION OF A USE AGREEMENT IN WHICH CASE ALL ADVANCE DEPOSITS PREVIOUSLY PAID SHALL BE PRESUMED TO BE DAMAGES SUSTAINED BY RIVER CAMPUS AND THE DEPOSITS SHALL BECOME THE PROPERTY OF RIVER CAMPUS AND SHALL NOT BE REFUNDED.** Failure may also adversely affect the ability of Sponsor to obtain future Use Agreements for the use of the River Campus.
- 12. Loading Entrance:** All articles, exhibits, fixtures, materials, displays, etc., relative to an event to be presented at the River Campus shall be brought into or taken out of the River Campus only at the entrances and exits as may be designated by River Campus Management, the River Campus Production Manager, or such persons' designated representatives.
- 13. Utility Connections:** Unless otherwise authorized in advance and in writing by River Campus Management, all plumbing, electrical, or carpentry work required to be done in or on the premises of the River Campus in conjunction with Sponsor's use thereof, and all electrical current required for Sponsor's use shall be done or furnished by the River Campus or its authorized representative for which Sponsor shall pay River Campus on the basis of time and materials.
- 14. Stage Entrance:** The Cultural Arts Center stage door is located adjacent to the south loading dock on the southwest corner of the River Campus off Fountain Street. Except as otherwise authorized in advance by River Campus Management, all performers, technicians, and other personnel directly associated with Sponsor's event are to use the stage door when entering and leaving the River Campus.

Sponsor must, upon request by Management, provide a list of all personnel who will be authorized to use the stage door and/or be in backstage areas during Sponsor's event. This list should be confined to only those persons actually operating in a functional capacity for the Sponsor. Permission to enter the backstage and dressing areas will be denied to relatives, friends, and all other unauthorized personnel during both rehearsals and performances. Upon making special arrangements with River Campus Management, some Sponsors may be issued backstage passes for those personnel who must be frequent users of the entrance. However, River Campus Management shall have the right to limit the number of backstage passes, as well as to restrict the areas and times of access.

15. Use of the River Campus Seating Area: The use of a River Campus venue seating area shall be restricted at all times to those in possession of tickets during times of performance and those times immediately preceding and succeeding the performances. During all rehearsals, set-up/strike periods, and even performances, Sponsor's personnel shall, to the extent practical, restrict all of their activities to the stage, backstage, dressing room, and control booth areas. In instances where it is necessary for a director, stage manager, lighting or set designer, or other supervisory personnel to view a rehearsal or set-up from an audience vantage point, a specified location in the house will be made available for a minimal number of Sponsor's entourage.

The intent of these procedures is to avoid situations where it becomes necessary to re-clean a venue subsequent to it having been made ready for a performance and, further, to protect carpeting and seat upholstery from unnecessary wear and tear and to ensure that the River Campus seats are not used as storage places for coats, musical instrument cases, etc. In the event River Campus Management deems it necessary to re-clean an area prior to a performance due to the abuse of the privilege to use the area, Management may, at its sole discretion, assess a cleaning fee in an amount appropriate to the size of the area which requires re-cleaning.

Except as noted below*, Sponsor shall not print, sell, or distribute or permit to be printed, sold, or distributed tickets in excess of the fixed seating capacity of any venue of the River Campus. Specifically, the maximum capacities are as follows: Bedell: 937 (900 if the pit is not seated). There are an additional four wheelchair locations and 24 temporary seat locations in the Bedell which may be utilized solely at the discretion of Management. Rust capacity is 190; Shuck, 214. Wheelchair locations in the Rust and Shuck shall be taken from the ganged chairs which shall be removed at a rate of two chairs for each wheelchair.

*As there may be unused tickets, or "no-shows," selling tickets in excess of capacity shall be permitted, but only with written authorization of River Campus Management. At no point shall admissions in excess of capacity be allowed, regardless of how many seats have been sold.

16. Standing Room: The sale of standing room tickets for any event in the venue at the River Campus is prohibited unless written approval is granted by River Campus Management.

17. Non-ticketed Events: Concerning events for which no tickets are printed, sold, or distributed, it is the responsibility of the River Campus House Manager to ensure that the maximum capacity of a venue being used by the Sponsor is not exceeded by the attendees of the event. Since it is often difficult or impossible to control audience members leaving empty seats between themselves and others, a venue may be "at capacity" even though not every seat is filled. The River Campus House Manager will have the sole right to determine when capacity has been reached and to close venue doors at that time.

18. Objectionable Persons: River Campus Management reserves the right to eject or cause to be ejected from the premises of the River Campus any objectionable person or persons; provided, however, that neither the River Campus nor any of its officers, agents or employees shall be liable to Sponsor for any damages that may be sustained by Sponsor subsequent to the exercise of this right by River Campus Management or his/her designated representative.

The term "objectionable persons" shall include (but not be limited to) persons who by virtue of disorderly conduct, drunkenness, use of legal or illegal drugs, disruptive behavior, violation of Southeast Missouri State University policy, city, county, state, or federal law, make the normal and proper conducting of business or an event, or the enjoyment by others of the event, difficult or impossible.

19. Animals, other than service animals as defined by the Americans with Disabilities Act, will not be allowed in the River Campus venues for any reason other than for use in a production as required by a script. In the event animals in any number are required for a production, animals will only be allowed in the River Campus for such time as they are required to participate in any rehearsals or performances, and then only with the prior written approval of the River Campus Production Manager.

20. Forbidden Acts and Substances: Sponsor will not do or permit to be done anything in or upon any portion of the premises of the River Campus or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance procedures upon Southeast Missouri State University or any part thereof, or in any way increase any rate of insurance upon the River Campus or on property kept therein. Nor shall Sponsor, without prior written consent from River Campus Management, store or operate any engine, motor or machinery on the premises of the River Campus or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or any other purposes.

21. Compliance with Laws: Sponsor shall comply with all laws of the United States, the State of Missouri, all ordinances of the City of Cape Girardeau, and all rules and regulations established by any authorized officer or department of Southeast Missouri State University. Sponsor will not suffer to be done anything on the premises in violation of any laws, ordinances, rules or regulations.

22. Raffles: Any Sponsor who desires to have a drawing (raffle) of any kind may not proceed with any plans or do any marketing for a drawing unless and until prior written approval is obtained from River Campus Management or his/her designated representative. The conditions for drawings must be approved on a case by case basis in order to protect the River Campus as well as each Sponsor of the River Campus from legal exposure pursuant to the Missouri Lotteries Law.

23. Licenses: Sponsor shall obtain all permits and licenses required by the laws, ordinances, rules, and regulations referenced herein including licenses to perform all copyrighted material. River Campus Management shall have the right to require Sponsor to furnish satisfactory evidence that Sponsor has obtained all required licenses including, but not limited to ASCAP, BMI, SESAC, and fire permits.

If requested, ASCAP, BMI, and SESAC license fees can be deducted from the Sponsor's house settlement. The River Campus will assess a \$100 handling fee for obtaining this license for the Sponsor.

24. Insurance: To the extent required by applicable law, Sponsor shall provide Workers Compensation Insurance Coverage for Sponsor's employees. In addition, Sponsor shall carry general liability insurance issued by companies authorized to do business in the State of Missouri which shall have limits at least in the following amounts:

One million dollars (\$1,000,000) US, for all claims arising out of a single accident or occurrence and

One hundred thousand dollars (\$100,000) US, for claims of any one person arising out of a single accident or occurrence, and

One hundred thousand dollars (\$100,000) US, for property damage; the term of such coverage to coincide with the dates of the Use Agreement including move-in and move-out.

A Certificate of Insurance showing Southeast Missouri State University as an additional named insured in said policy or policies of liability insurance shall be provided not less than thirty (30) days in advance of the public on-sale date of the event. Failure to provide such certificate shall not relieve Sponsor from the requirement to carry such insurance.

As an agency of the State of Missouri, Southeast Missouri State University is afforded statutory liability protection. As such, it does not carry, and is precluded from purchasing, traditional general liability insurance; nor can it issue a "certificate of insurance" certifying Sponsor as an additional named insured. When requested in writing, River Campus Management shall obtain confirming documentation from the Secretary of State which serves as proof of statutory liability protection.

25. Missouri Nonresident Entertainer Tax: Pursuant to the laws of the State of Missouri (RSMo 143.183), Sponsor is responsible to withhold two percent (2%) Missouri Nonresident Entertainer Tax from nonresident entertainers it pays to perform at the River Campus. This includes any individual or company, partnership or corporation not residing in Missouri who entertain other people for compensation by performing any vocal, instrumental, musical, comedy, dramatic, dance or other performance before a live audience. This includes persons traveling with and performing services on behalf of a nonresident entertainer who receive compensation, such as a setup crew. Southeast Missouri State University shall remit the withholding to the State of Missouri and file MO-1ENT and MO-2ENT forms, giving Sponsor appropriate copies. Further information is available on the Missouri Department of Revenue's website at <http://dor.mo.gov/faq/business/nonresident.php>.

26. Interruption or Termination of Event: River Campus shall retain the right to cause the interruption or termination of any event when in the sole judgment of River Campus such act is necessary in the interest of public safety.

27. Evacuation of Facility: Should it become necessary, in the sole judgment of River Campus Management, to evacuate the premises because of threatening conditions or for other reasons of public safety, the Sponsor will retain possession of the premises for sufficient time to complete presentation of the activity without additional charge providing such time does not interfere with another Sponsor. If at the discretion of River Campus Management it is not possible to complete presentation of the activity, the utilization fee shall be forfeited, prorated, or adjusted at the discretion of River Campus Management based on the situation, and the Sponsor hereby waives any claim for damages or compensation from Southeast Missouri State University. Internal evacuation procedures exist, and a copy of these procedures is available from the River Campus House Manager upon request.

28. River Campus Charge Schedule: A current schedule of charges for space, equipment, personnel and services is available upon request from the Holland College Dean's Office. To obtain a copy, contact the Holland College of Arts and Media, One University Plaza, Mail Stop 7895, Cape Girardeau, Missouri 63701, (573) 651-2285, rivercampus@semo.edu.

29. Event Period: Sponsors whose utilization begins before 8:00 a.m. or extends beyond 12:00 midnight on any given day will be charged per hour or fraction thereof until such time as the building is cleared of Sponsor's patrons and production personnel. This charge will be in addition to any other charges for use, equipment, labor, etc.

30. Non-profit Definition: In order to qualify as a non-profit organization, Sponsor must be incorporated in and have a business address within the State of Missouri and provide River Campus either a State of Missouri “Limited Exemption from Missouri Sales and Use Tax on Purchases and Sales (Charitable)” certificate or a U.S. Internal Revenue Service letter granting an exemption from Federal income tax under the provisions of Section 501 (c) (3) of the Internal Revenue Code of 1954. Once Sponsor has supplied River Campus with such documentation it will be kept on file and need not be supplied with subsequent Use Agreements.

31. Refusal to Rent: River Campus Management shall refuse to rent the facility for any event, activity, or performance if the Management reasonably determines that the event, activity, or performance or the anticipated audience response to the event, activity, or performance may cause damage or the unusual risk of damage to the facility or its patrons. Management may refuse to rent to a sponsor if it is possible that Management might promote the same or similar event in the future.

32. Non-Discrimination Statement: Southeast Missouri State University is committed to providing a safe, civil and positive learning and working environment for its faculty, staff, students, and visitors, free from discrimination in any form. This policy applies to all members and guests of the University community and prohibits discrimination on the basis of race, color, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status in any of its programs or activities. Harassment based on any of these classifications is a form of discrimination that also violates University policy and will not be tolerated. In some circumstances, such discrimination may also violate federal and/or state law. Retaliation is also prohibited against anyone who asserts a claim of discrimination, participates in a discrimination investigation, or otherwise opposes unlawful discrimination.

This policy is consistent with the academic mission of the University and with the legal requirements of applicable state and federal laws prohibiting discrimination. These laws include, but are not limited to: Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Missouri Human Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Equal Pay Act, the Rehabilitation Act of 1973, the Vietnam-Era Veterans Readjustment Act, the Genetic Information Nondiscrimination Act of 2008, and all amendments to the foregoing

Questions about this policy or its application may be directed to: Office for Institutional Equity and Diversity, One University Plaza, MS 3375, Cape Girardeau, MO 63701, email: equityissues@semo.edu, phone: 573-651-2524. Alternatively, questions may be addressed to the Office for Civil Rights, 1010 Walnut Street, Suite 320, Kansas City, Missouri 64106, email: OCR.KansasCity@ed.gov, phone: 816-268-0550, TTY: 877-521-2172.

33. Right to Alter Procedures Manual: The Holland College may change, alter, amend, or delete any or all of the articles and/or sections of this Procedures Manual at any time without prior notice. Such change shall be presented to the River Campus Board of Managers for their review.

34. Application of Procedures: While every attempt will be made to stay within these guidelines, River Campus Management may make exceptions on a case-by-case basis. Such exceptions shall not be considered a change of procedures.

35. Procedures Amended in the Use Agreement. River Campus Management may, by specific exception or amendment to the main body of a Use Agreement, alter provisions of this Procedures Manual to better suit the needs of specific events. However, in the absence of written changes, all procedures set forth in this manual shall be in full force and effect as stated herein.

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