



BPAC USER AGREEMENT

Under agreed Terms & Conditions, the Bologna Performing Arts Center will be furnished to:

_____ (Sponsoring Organization)

_____ (Contact Name)

_____ (Mailing Address)

_____ (Home #) (Cell #) (Work #) (Fax #) (Email Address)

<u>REQUESTED LOCATION</u>		
<input type="checkbox"/>	D&PL (Main Theater)	<input type="checkbox"/>
<input type="checkbox"/>	Recital Hall	<input type="checkbox"/>
<input type="checkbox"/>	Lobby	<input type="checkbox"/>
<input type="checkbox"/>	Tims Gallery	<input type="checkbox"/>
<i>Check all areas that apply</i>		

Should this event be listed on public calendars? _____ **Projected Attendance:** _____

Event Title: _____

Description: _____

EVENT DATE(S): _____ Times: Open _____ Close _____

EVENT START TIME(S): _____

Set-up Date(s): _____ Times: Open _____ Close _____

Rehearsal Dates(s): _____ Times: Open _____ Close _____

Will Food/Beverages be part of the event? Yes _____ No _____
(Note: No food or drinks allowed in any performance space at any time without prior approval)

Equipment Needs: _____

Please check all that apply: Campus Event _____ Non-Campus Event _____
 Non-Profit _____ For Profit _____

*A minimum of 2 weeks prior to the event, a mandatory production meeting must be held. User's Preferred date for Mandatory Production Meeting: _____ (completed by client)
 Associate Director of Production will contact to confirm meeting date.*

CONFIRMED MEETING DATE _____ (completed by Associate Director of Production)

To be completed after MANDATORY PRODUCTION MEETING, with an understanding
ESTIMATED FEES are listed below:

Basic Rental Fee: _____
A deposit may be required

Ticket Office Charges: _____
Includes set-up, printing, handling & sales staff

Stage Service/Production Costs/House Charges: _____
Includes additional lighting or sound set-ups, services of BPAC Technical Staff including sound and/or lighting technician & other service arrangements as agreed upon in writing. Also includes ushers & other necessary house staff, use of lobby, excessive cleaning & maintenance and/or other services as agreed upon in writing.

Security: Client **MUST** contact Delta State University Chief of Police at (662)846-4155 to arrange for security and/or parking needs for scheduled event. **Security fees not included in BPAC estimate.**

Note: Presenter is not responsible for personal valuables left in Dressing Rooms

I HAVE READ AND UNDERSTAND "TERMS AND CONDITIONS" OF USER AGREEMENT.
 AGREED AND ACCEPTED:

_____	Date
Client (Signature Required)	
_____	Date
Assoc Director of Production	
_____	Date
Executive Director	

BPAC Office Use Only:

APPROVED DATES: _____

COPIES SENT: _____

NOTICE: Use of the Bologna Performing Arts Center is **NOT CONFIRMED** until User Agreement is signed, received and returned by both parties. Dates will only be kept "On Hold" for 48 hours. If a User Agreement is not received within that time, the date will then be released.

*Bologna Performing Arts Center
 1003 West Sunflower Road / DSU Box 3213 / Cleveland, MS 38733*

Production Office
 662.846.4623

Main Office
 662.846.4625

Fax
 662.846.4627

TERMS AND CONDITIONS

PAYMENT

1. a. A non-refundable advance deposit in the amount of \$ _____, due by _____, is necessary to hold the space requested. Advance deposit due 60 days in advance of event. Deposit will not be refunded if event is cancelled with less than two weeks notice.
- b. Sponsoring Organization agrees that all charges will be paid to BPAC upon receipt of final invoice. This invoice represents an obligation to The Bologna Performing Arts Center at Delta State University.

TICKETING

2. a. The BPAC Ticket Box Office shall print and administer all ticket sales for the event with sales beginning _ _____.
- b. Sales reports will be recorded separately from the daily reports to provide an accurate accounting for revenue and deposits.
- c. All pertinent information to be printed on tickets needs to be provided by the client to the ticket office manager no later than one (1) week prior to tickets going on sale.

TECHNICAL ASSISTANCE

3. a. Client shall meet with Production Staff and Ticket Office/Audience Development Manager to discuss requirements and details of the event at least 2 weeks prior to event. Cost estimates will be prepared based upon this meeting.
- b. BPAC shall provide appropriate number of personnel and technical assistance for the event(s) with labor and production charges made a part of the final settlement for which the Client is responsible. BPAC shall retain exclusive right of Technical Control and Crowd Management, including controlling access, stairways, sound/lighting levels and/or the ability to shut of power to the venue or to remove personnel (including technical personnel) and/or equipment from unauthorized areas.
- c. If Client requests rental equipment the BPAC shall provide said rental equipment and the Client will be responsible for cost.
- d. A lighting plot for the Client's event must be delivered to the BPAC Associate Director of Production at the time of the scheduled Production Meeting.
- e. House Opening is one-half hour before advertised start time. All technical and stage preparations shall be completed and the stage cleared at House Opening.

EVENT STAFFING

4. a. For the event, BPAC shall provide all personnel required to staff Venue, including but not limited to, manager on duty, security, housekeeping, and other such additional personnel as BPAC, in its reasonable discretion, shall deem required, together with such additional personnel Client may reasonably request. All final decisions regarding staffing levels shall be made by the BPAC. The cost of such personnel shall be made by the responsibility of the Client unless otherwise agreed on in advance.

PROMOTION AND PUBLICITY

5. a. BPAC reserves the right to approve ALL advertisements of the event.
- b. Promotion and publicity shall be the sole responsibility of the Client.
- c. BPAC shall have the right to control the use of its Logo with respect to the advertising of the event. Client shall not use the BPAC Logo or name or its affiliates without written approval by the BPAC Director.

MERCHANDISE, SOUVENIRS, AND CONCESSIONS

6. a. If Client desires to sell any item in or near the BPAC, Client must obtain permission from the BPAC prior to proposed sales. (The BPAC may refuse said permission for any reason). Client agrees to pay 20% commission of the gross sale, if Client conducts sales, and 30% if the BPAC conducts sales (if staff available). Client is responsible for all applicable taxes. The BPAC shall be entitled to inventory all items for sale no later than one hour before sales begin and within one hour after sales cease or at such times as the parties may agree upon.

- b. No food or drinks are allowed in any performance space at any time, unless such food or beverage has been approved by the BPAC. Alcoholic Beverages are not permitted on Delta State University campus. Smoking is not permitted in the building area.

LIABILITY

- 7. a. Client shall encourage responsible audience behavior at all times and adhere to rules set forth by the BPAC. Any activities of the Client that lead to destructive behavior is just cause to stop the performance and to terminate the contract. If such destructive audience behavior occurs prior to the scheduled event at Delta State University, BPAC has the discretion to terminate contract.
- b. The Client and Client Supplier agree to hold the BPAC, Delta State University, Board of Trustees and its agents, officers and employees harmless against any claims for damage to person or property arising out of the use of the premises by Client and Company during its engagement. Client is responsible for injury to persons or damage to property due to negligence on the part of the Client or Client’s employees, agents, and guest.
- c. Client is responsible for Certificate of Insurance providing evidence of liability coverage for Client and Client’s Company in the amount not less than \$1,000,000 bodily injury and \$1,000,000 property damage, or a combined coverage of \$1,000,000. Certificate of Insurance must state that thirty (30) day advance written notice will be given to the BPAC in the event of cancellation or material change in coverage. Certificate of Insurance to state BPAC, Delta State University, Board of Trustees and its agents, officers and employees as additional named insured. Damages to the premises, equipment, or properties of Delta State University caused by client or anyone associated with client, either intentionally or through negligence, will be paid for by the client. It is further understood that Delta State University will furnish client with a detailed statement of all such damages and cost of repair.

AUTONOMY OF ARTIST

- 8. This agreement does not commit the BPAC and the Client to an employer/employee relationship. Client is an independent contractor.

ASSIGNMENT

- 9. This agreement may not be assigned by either party without the proper written consent of the other party.

RESPONSIBILITY

- 10. The person signing on behalf of the BPAC has been authorized to do so by the BPAC’s Board of Trustees and Delta State University and assumes no personal financial liability for the terms of this Addendum.

MODIFICATION OF USER AGREEMENT

- 11. If any clause of this Agreement is judged to be invalid, such judgement does not affect the validity of the remaining clauses.

JURISDICTION

- 12. This Agreement shall be construed under the laws of the State of Mississippi for contracts performed entirely within the state. It is mutually agreed that any action at law, suit in equity or judicial proceeding for the enforcement of this agreement or for any breach thereof, shall be instituted only in the Courts of the State of Mississippi.

I have read and understand *terms and conditions* set forth in this agreement:

Client (Signature Required) Date

Associate Director of Production Date

Executive Director Date