

# SHAW CENTER

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## FOR THE ARTS

### Facility Usage Guidelines and Policies



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**Shaw Center for the Arts (SCA) may permit access to the 4<sup>th</sup> Floor River Terrace, Lamar Atrium, Rue Albritton, and Shaw Center for the Arts Plaza (the "Facilities") through a limited license in accordance with the following Board of Director approved policies. The Shaw Center for the Arts Board of Directors is the final decision making authority regarding requests for use of SCA spaces, whether for performances, conferences, meetings, fundraisers, social gatherings (private or commercial) or other events. Anyone hosting an event at Shaw Center for the Arts must adhere to the following guidelines:**

### **GENERAL RULES & RISK**

- The Facility Usage License Agreement executed by SCA ("Licensor") and the user ("Licensee") ("Agreement") includes these Facility Usage Guidelines & Policies, which together with the Agreement form the parties' written agreement for the Licensee's event ("Event"). Facility Usage License Agreements are not transferable.
- The Event will be held exclusively in the Event Location. Unless otherwise specifically agreed, use of all or a part of the Facilities (including the Event Location) is pursuant to a limited, non-exclusive license, and members of the general public will also have access to SCA common areas, which may include areas being used for the Event. Special Event Staff may assist with crowd control and access issues.
- Licensee shall ensure that its visitors, guests, vendors and attendees do not obstruct any portion of the hallways, corridors, stairways, elevators, entrances, exits, adjacent sidewalks, or other means of ingress and egress to and from the Shaw Center for the Arts including access to all building utilities and adjacent streets (unless the appropriate permit is obtained).
- Any Licensee or representative thereof seeking to use the Facilities for an event assumes full responsibility for the conduct of all persons present during the Event.
- Licensee will be responsible for any damage done to the Facilities by Licensee's employees, contractors, volunteers, agents, guests or invitees.
- Events cannot create any hazard or undue hardship to SCA and its collections, exhibits, facilities, staff, visitors or guests.
- Licensee acknowledges that SCA is not responsible for ensuring that other functions occurring at the Facilities, Shaw Center for the Arts, Tsunami, LSU Museum of Art, Manship Theatre, Hartley/Vey Theatres or any other events and functions occurring in the Downtown Baton Rouge area on the Event Date will not conflict, disturb, disrupt or inhibit access to the Event, or for ensuring such functions are not in conflict with Licensee's policies, preferences or beliefs.

### **FIRE SAFETY**

- Smoking is strictly prohibited inside and on all outdoor rooftop terraces located at Shaw Center for the Arts. There are no exceptions to this policy.
- NO OPEN FLAMES including but not limited to candles, matches, lighters, special effects, fireworks, etc. are permitted in the Facilities (indoor or outdoor venues included) without prior written permission of the management. The proper and customary use of sterno/chafing dishes are permitted.
- Any type of fireworks or fire-related performance, including sparklers & fire dancers, are strictly prohibited anywhere on SCA property.
- All additional lighting/electrical equipment must be approved by the Licensor at least fifteen (15) days prior to the Event Date and/or installation date.

### **INSURANCE AND INDEMNITY**

- Licensee agrees to indemnify and hold harmless Licensor, the City of Baton Rouge, Parish of East Baton Rouge, the Baton Rouge Area Foundation, Douglas Manship Sr. Theater Complex Holding Inc., Shaw Center for the Arts, LLC, the Recreation and Parks Commission for the Parish of East Baton Rouge, Louisiana State University, and the State of Louisiana, and their respective officers, directors, employees,

agents and representatives (collectively, the "Indemnities") from and against any and all claims, demands or judgments, including attorney's fees and all other costs of defense, arising out of the Event and Licensee's use of all or any part of the Facilities and any SCA Property, including but not limited to: a) injury, loss or damage to persons or property occurring on or about Shaw Center for the Arts premises; b) any violation of any copyright, right of privacy, patent, trademark, or other right of any person; and c) any damage to the LSU Museum of Art, the School of Art Gallery, Manship Theatre, Shaw Center for the Arts, or any of their facilities or equipment caused by the Licensee, its employees, agents, contractors, invitees, patrons or lessees.

- Licensee shall maintain in full force and effect on and throughout the Event Date, as well as any period of Licensee's early access, such comprehensive and general liability insurance as will protect Licensee and the Indemnities from claims and damages to any person or property arising in connection with Licensee's use of Facility or any activity at Shaw Center for the Arts and on any street, curb or sidewalk adjoining Shaw Center for the Arts by Licensee or its contractors, agents, employees, guests, and invitees. Such insurance shall have a limit of not less than \$1,000,000 for injury or death of one or more persons or damage to property arising out of a single occurrence. The limits of such insurance shall not, however, limit the liability of Licensee for any damages. Licensee also shall carry "Host Liquor Liability" for events serving alcohol via cash and/or open bar and full worker's compensation and employee liability insurance with respect to all employees, volunteers, musicians and Licensee's other personnel as may be required by Louisiana law. Licensee likewise shall insure at full replacement cost against theft, fire or casualty all items brought into the Facilities for the Event. Certificates of insurance evidencing the foregoing coverage shall be furnished to Licensor at least **sixty (60) days before the Event Date**. All of the Indemnities shall be named as additional insured on such insurance coverage and the certificate of insurance must confirm that the coverage evidenced therein may not be cancelled without forty-eight (48) hours prior written notice to Licensor. If proof of any required insurance coverage is not given as required and subject to verification as of the Event Date, Licensor reserves the right to cancel the event or at its option contract for such coverage on behalf of Licensee and add the actual cost of such coverage to the fees due for the Event.
- **Effective January 1, 2018, Shaw Center for the Arts requires all Licensees to acquire a Tenants & Users Liability Insurance Policy (TULIP) through Shaw Center for the Arts for all non-business events.** The TULIP fee of \$150.00 will be included on the Event Invoice. This fee includes all administrative and policy premium costs. Businesses with an existing General Liability policy may request an exemption from this requirement from the SCA Director of Events and Operations. Coverage is limited to the Designated Premises and only to Licensees and vendors approved and endorsed to the policy, only during the Event, including set-up and clean up. Wedding Rehearsals are included in the coverage for events with wedding ceremonies. The policy is endorsed to show the Licensee(s) as the Named Insured and *Shaw Center for the Arts, LLC, et. al* as an additional insured. All TULIP policies meet the insurance requirements previously listed within this section. The following activities, services, or work are excluded from the TULIP policies: Permanent Tattoos• Massages• Body Piercing• Medical-Dental Testing-Screening • Child Care Operations• Ice Skating• Roller Skating• Motorsports Events / Activities• Fighting events including but not limited to mixed martial arts, strong man, boxing, combat, and wrestling events / activities• Circuses and Carnivals• Mechanical Amusement Devices• Motorized Sporting Events• Tractor Truck Pulls• Aircraft and Balloon Events• Professional Sporting Activities• Concerts: Rap, Hip Hop, Punk Alternative and/or Heavy Metal • Swimming Pool Facilities or Events in or on Water Activities• Catapult Events• Activist Rallies/Marches• Bonfires• Cannabis Related Events• Tailgating• Haunted Attractions• Overnight Events• Parades• Political Events• Color Party, Foam or Raves, Techno Dances• Rodeo/Rodeo Related Events• Firework Displays.

### **ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO VIRAL AND/OR BACTERIAL INFECTIOUS DISEASES**

In signing the Facility Usage Agreement with Shaw Center for the Arts, Licensee agrees to the following statements:

- Licensee acknowledges the contagious nature of viral and/or bacterial infectious diseases (a "Disease") and voluntarily assumes the risk of being exposed to or infected by such Disease by visiting or coming onto the Shaw Center for the Arts' property and that such exposure or infection may result in personal

injury, illness, permanent disability, and/or death, including lawsuits related to job loss, medical expenses and other related losses.

- Licensee understands that the risk of becoming exposed to or infected by a Disease at Shaw Center for the Arts may result from the actions, omissions, or negligence of Licensee and others, including, but not limited to, SCA and other third-party vendors, including their employees, volunteers, third party contractors and Licensee's and event guests.
- Licensee agrees to assume all of the foregoing risks and accept sole responsibility for any Disease related loss (including, but not limited to, personal injury, disability, and death), illness, damage, claim, liability, or expense, of any kind, that Licensee may experience or incur in connection the event.
- Licensee understands that Shaw Center for the Arts has put in place preventative measures to reduce the spread of Disease; however, Licensor cannot guarantee that the Licensee, event guests, or vendors will not become infected with a Disease or that such persons are not infected with a Disease at the time of the event. Further, Licensee understands hosting an event could increase the risk of event vendors, guests, and participants contracting and spreading a Disease.
- Licensee understands that should any Disease outbreak cause SCA or the Event Location to become unavailable on the Event Date, the Event may be cancelled without penalty or other liability, notwithstanding the lack of notice. If such an event requires SCA or the Event Location to close, or if Licensor determines that safety or other concerns make closing SCA necessary (which Licensor may do in its sole discretion even if the building as a whole is not required to close), then Licensor will permit Licensee to have priority scheduling rights with respect to any available dates for the rescheduling of the Event. In no event shall Licensee be permitted to cancel the Event without penalty if SCA is open and available on the Event Date. Every effort shall be made to honor the Agreement, based on the availability of SCA. ***Refunds not including the nonrefundable deposit will be determined on a case-by-case basis.***

#### **DATE RESERVATIONS, DEPOSITS, DATE CHANGES, & CANCELLATIONS**

- **Facility License Agreement Process:** Upon submission of an executed Facility License Agreement, a hold will be placed on the Event Date for **seven (7) calendar days**, but such hold does not obligate SCA to host the Event, which it may refuse to do in its sole discretion.
- **To Secure A Date:** The \$1,500 non-refundable Initial Deposit is required to be received by Licensor within **seven (7) calendar days** of receipt of the License Agreement to continue to hold an Event Location and Event Date. Any Event Date and Event Location reserved for more than seven days without receipt of the Initial Deposit will be released.
- **Wedding Facility Usage Fees:** The Weekend Facility Usage Fees apply for wedding ceremony and/or reception events, regardless of the day of the week the Event is held.
- **Acceptable Payment Methods:** All deposits and payments to SCA must be in the form of a certified check, money order, credit card, or cash. Checks should be made out to "Shaw Center for the Arts" and mailed to 100 Lafayette Street, Baton Rouge, LA 70801.
- **Refundable Damage Deposit:** A credit card number or check will be held on file as the additional \$500 refundable Damage Deposit. This is required no later than **sixty (60) days before the Event Date**. The Damage Deposit will retained in whole or in part if damage or extra Special Event Staff labor is incurred by Licensor due to the activities of Licensee or Licensee's employees, contractors, agents, guests or invitees (collectively, the "Licensee Party") during the Event, including if any member of the Licensee Party remains in the Facilities after the end time of the Event (including the time allowed for clean-up), if the cleanup of vomit or other bodily fluids is required, if the SCA alcohol policy is violated (full policy is found on page 4), or if the actual number of guests exceeds that on the Event Invoice. No member of the Licensee Party shall alter, deface, injure, mar, or in any manner damage SCA or its property. Licensee shall be responsible for any and all damages and additional labor required due to any member of the Licensee Party's use of SCA facilities, including damage to the floors, sidewalks, patios, ceilings, facilities, furniture, and equipment all of which shall be in the same condition at the conclusion of the Event as when possession was received by Licensee. Licensee shall pay to the Licensor, on demand, the reasonable

cost above the Damage Deposit of any and all repairs and labor required to be made to SCA, whether included in the Event Invoice or later billed. Licensee agrees to pay costs of repair or replacement for any and all damages related to the Event necessary to restore SCA to a condition equal to the condition before the Event Date.

- **Event Date Changes by Licensee:** After the License Agreement is signed and Initial Deposit is submitted, Licensee may request one date change within one year of the original Event Date. Licensee must submit a Request for Event Date Change Form (Appendix A) to Licensor and 50% of the total Event Invoice balance, which becomes nonrefundable upon signed approval of the date change. The approved Request for Event Date Change Form will act as an addendum to the original Agreement. Additional date changes require cancellation of the original & modified Agreements (cancellation policy applicable) and require re-booking with a new License Agreement and additional Initial Deposit. Licensee shall be responsible for any other costs or fees associated with date changes or cancellations, including third party vendor costs or fees.
- **Event Cancellation by Licensee:** To receive a refund (minus the Initial Deposit), Licensee must notify Licensor in writing at least 60-days prior to the Event Date and receive confirmation in writing from an SCA Representative that the cancellation request has been received and approved. In case of cancellation by Licensee, any additional related costs incurred in preparation for the Event are the responsibility of Licensee. **All payments become nonrefundable fifty-nine (59) days prior to the Event Date, and any cancellation by Licensee will be without refund.**
- **Event Cancellation by Licensor:** Licensor may cancel an Event in the event that it has not received all required documentation and payments within the time required in the Agreement, and in any case, within fifty-nine (59) days of the Event Date. Additionally, should SCA or the Event Location become unavailable on the Event Date due to fire, casualty, acts of God, flood, strikes, national emergencies, or any other cause beyond the control of SCA, the Event may be cancelled without penalty or other liability, notwithstanding the lack of notice. If such an event requires SCA or the Event Location to close, or if Licensor determines that safety or other concerns make closing SCA necessary (which Licensor may do in its sole discretion even if the building as a whole is not required to close), then Licensor will permit Licensee to have priority scheduling rights with respect to any available dates for the rescheduling of the Event. In no event shall Licensee be permitted to cancel the Event without penalty if SCA is open and available on the Event Date. Every effort shall be made to honor the Agreement, based on the availability of SCA. **Refunds will be determined on a case-by-case basis. The nonrefundable Initial Deposit remains nonrefundable.**
- **Discounts:** In order to receive a \$500 discount on a **Full-Service** event, the Facility Usage Agreement Licensee must be a registered 501(c)3 non-profit or a public education institution. Discounts are not available to Licensees hosting Venue Only Events.

### **ALCOHOL POLICY**

Alcohol for all Events MUST be contracted through the Manship Theatre Beverage Service. Licensee is responsible for contracting with the Manship Theatre Beverage Service at least thirty (30) calendar days prior to the Event Date. Licensee must have insurance coverage for "Host Liquor Liability" as evidenced on the required \$1M Certificate of Liability for Events at which alcohol is to be served. All alcoholic beverage services must cease fifteen (15) minutes prior to the scheduled Event End Time (not including cleanup time).

The Manship Theatre Beverage Service utilizes satellite bars and must be located in the southeast corner of the outdoor terrace. Any special bar setup or location requests deviating from the standard bar setup must be approved in writing by the Manship Theatre Beverage Service at least thirty (30) calendar days prior to an event.

No alcoholic beverages other than alcohol served by the Manship Theatre Beverage Service are permitted in the Facilities. Outside alcoholic beverages are strictly prohibited.

SCA Special Event Staff will report violations of this Alcohol Policy to on-site Event Security. Event Security will notify the Representative and/or Licensee of the offense, confiscate the outside alcoholic beverages, and remove the offending patrons from the venue. In addition, the Licensee will incur a minimum automatic fine of

\$500.00, which will be retained from the Damage Deposit. **Failure to abide by this Alcohol Policy may result in immediate cancellation of the Event and forfeiture of any payments made.**

### **LICENSEE REPRESENTATIVE AND SCA REPRESENTATIVE AND SPECIAL EVENT STAFF**

All pre-event planning & correspondence will be between SCA's Director of Events & Operations or Operations Associate ("Licensor Representative") and the Licensee or Licensee's designated representative ("Licensee's Representative"). Licensee is responsible for assigning or contracting with Licensee's Representative and communicating his/her contact information to the SCA Facility Representative in advance. SCA Special Event Staff detailed below are employees or contractors of Shaw Center for the Arts and cannot take the place of a Licensee Representative. The following SCA Special Event Staff are provided for all events:

- An employee(s) of Shaw Center for the Arts will oversee the Event during the designated time, including setup and cleanup.
- One or more security officers will be contracted for all events by SCA through a private security firm, the Baton Rouge Police Department, or East Baton Rouge Sheriff's Office.
- One or more janitorial porters will be contracted by SCA for all events. The porter(s) maintain general facility cleanliness, clean & restock restrooms, and manage trash during and after the Event. Licensee is responsible for ensuring vendor pickup and cleanup is completed within the designated cleanup time, unless otherwise approved in writing by an SCA authorized representative.

### **EVENT LOGISTICS & DETAILS**

- **Venue Condition Reporting:** Prior to all events, a representative of the Licensor will do a walkthrough of the licensed space and report any pre-existing damage in the space. Licensee, or Licensee's Representative, may choose to attend this walkthrough, but Licensee is responsible for notifying and scheduling this with Licensor in advance. The SCA Facility Representative will perform a walkthrough immediately following the Event, noting any damages or changes on the Event Report. Licensee is responsible for any damages reported to have incurred during Event, including setup and cleanup.
- **Building Access:** Licensee, or Licensee's Representative, will be at SCA at all times when any of Licensee's employees, contractors, volunteers, agents, guests or invitees are present in connection with the Event. An SCA employee must be on-site while the Event Location is in use. During the Event, Licensee has general access to the Event Location, as well as any common and/or public spaces. Access to any other area is prohibited.
- **Event End Time:** The Event end time may not extend past midnight, 12:00 AM except on New Year's Eve when the Event end time may not extend past 1:00 AM.
- **Vendor Selection:** Licensees must contract for their own vendors for additional equipment, decoration, and catering services subject to the other requirements contained in these Facility Usage Guidelines & Policies and the License Agreement. Food services for Venue Only Events must be contracted directly with an individual licensed and insured caterer and will be subject to the specific terms of that contract. Licensee is solely responsible for complying with the terms and conditions of any vendor contract.
- **Vendor List & Submission of Contact Information:** SCA reserves the right of final approval of the caterer, decorator, florist, musicians, and any other vendors selected for the Event, and therefore Licensee is responsible for submitting the names and contact information of any vendor contracted by Licensee to SCA not later than ten (10) calendar days prior to the Event. Licensee is *required* to schedule a final walkthrough with an SCA Facility Representative to create a Plan A & B layout, review vendor selection, and finalize event details/logistics.
- **Vendor Loading Schedule & Guidelines:** Licensor will make every effort to contact all vendors verbally and in writing prior to the Event to schedule vendor arrival times and communicate Vendor Loading Guidelines and building protocol. Licensor is NOT responsible for providing carts for transporting vendor equipment into the Event Location.
- **On-Site Licensee Representative:** Licensee or Licensee's Representative must be present during the Event Time, including setup and cleanup.

- **Utility Connections:** All water, gas, electrical, sewage and other connections to SCA’s facilities are to be performed by or with the review and prior written approval of the Licensor Representative.
- **Food Preparation:** Licensee is responsible for communicating to any third party contracted caterers that all food must be prepared offsite; only warming of food is permitted in the building unless advance written permission is granted. All food warming must comply with all other sections of these Guidelines. Crawfish boil events are not allowed.
- **Decorations:** Decoration decisions are reserved to the discretion of Licensee, but must comply with the Agreement and include, but are not limited to, the following:
  - All decorations must be freestanding unless otherwise authorized by SCA. Signs may be placed on easels or tables but not affixed to exhibits or walls unless approved by the Licensor Representative at least fifteen (15) calendar days prior to the Event.
  - Nothing may be posted, nailed, screwed or otherwise attached to the walls, floors, exhibit graphics or other parts of the Facilities, buildings, furnishings or surroundings.
  - No “thrown” items are allowed at the Facilities, including all indoor spaces, terraces, Rue Albritton, and Shaw Center for the Arts Plaza. This includes, but is not limited to, confetti, flower petals, glitter, fake jewels, rice and birdseed.
  - Helium-filled balloons, floating sky lanterns, or anything else that may be released into the sky is prohibited. Helium-filled balloons are strictly prohibited indoors.
  - Licensee shall be responsible for removing all materials of any type left behind or placed on or about SCA premises by Licensee or its agents, employees, licensees, invitees or patrons before end of the Event Date. Licensor is not responsible for any items left by Licensee, guests, or vendors after an Event.
  - Licensee shall be responsible for the cost of the removal and/or storage, as applicable, of any materials not removed by the conclusion of License Term. Items left on premises may be disposed of at the sole discretion of SCA management and/or staff. Disposal and labor fees may be charged to the Licensee for the removal of excess waste or décor.
- **Group Assembly:** No organized parade of Event guests (for example, a second line) is allowed inside the Facilities at any time. Availability and access of the Shaw Center for the Arts Plaza and/or Rue Albritton for any such event is not guaranteed and use of the public rights of way surrounding the Shaw Center for the Arts is subject to public permitting requirements.
- **Animal Policy:** Unless Licensor approves in writing prior to the Event, no animals (other than service animals) are allowed in the Event Location for any reason.
- **Bands/DJs/Entertainment:** All band and entertainment providers must meet with a SCA Facility Representative to review electrical, lighting and other requirements at least ten (10) calendar days before the Event.
- **Sound Restrictions:** Any amplified sound in the Event Location must be located outdoors and may be subject to volume control at the discretion of the Special Event Staff. Stringed instruments or low-volume “background” music is allowed indoors, but is subject to volume control at the discretion of the Special Event Staff. Amplified sound with explicit words or lyrics is prohibited and subject to the discretion of the Special Event Staff.

### **TRASH MANAGEMENT AND CLEAN UP**

Trashcans are provided and waste maintained by SCA’s janitorial staff. All waste is to be placed in the waste cans provided in the Event Location. Licensee is responsible for decoration & vendor cleanup to ensure the Event Location and any other affected Facilities are left in their original condition at the conclusion of the Event.

Additional cleanup charges may be incurred at the rate of up to \$50/hour with a one-hour minimum if the porter(s) is required to stay later than the designated cleanup time of one hour after an Event. Licensor may charge Licensee for the use of the dumpster as deemed necessary by Licensor.



## **RIVER TERRACE ADDITIONAL SERVICES: FURNITURE, LIGHTING, & TENTS**

**SCA Property Definition:** “SCA Property” is defined as tables, chairs, bistro lights, temporary sidewalls, tents, and tent equipment/accessories.

**SCA Property Terms & Conditions:** The additional services described in this section include delivery, setup, and dismantling of SCA Property, whether included in the Facility Usage Fee or added as an Additional Option. Licensee agrees to maintain all SCA Property used during the Event in its original condition prior to pickup or a cleaning charge will be retained from the Damage Deposit. No flame from any source shall be used under the tent(s) without prior written approval from Licensor. This includes propane heaters and sterno food warmers. Tape, chemicals, food, paint, silly string, mud, clay, or other non-approved materials are not allowed on any tent surface, including tent tops, poles, straps, and sidewalls.

Licensee shall be liable for all missing SCA Property and for all damages to any SCA Property resulting from negligence, vandalism, malicious mischief, or theft by Licensee, including Licensee’s agents, vendors, or event guests. Licensor shall not be liable in any manner for injuries or damages caused to Licensee, its agents, vendors, or event guests, by person or things falling over or coming in contact with any SCA Property, including tents, ropes, chains, straps, ratchets, poles, ladders, other tent supports/materials, furniture, or lighting equipment.

Licensor reserves the right to cancel tent set up for an Event or take down tent(s) from other Events in order to prevent equipment, persons, and property from encountering any possible harm or damage. Licensor shall not be liable for the installation or dismantling of SCA Property during lightning, storm, or winds exceeding 15 mph and shall be released hereunder for conditions beyond its control, including Act of God. In the event SCA Property is blown down or damaged in any manner whatsoever due to storm, tornado, high winds, or other disturbance of nature, the total fees shall nevertheless remain due and payable.

**SCA Furniture & Lighting:** The optional use of SCA tables and chairs is available to River Terrace Licensees. In order to secure pre-event furniture setup, Licensee is responsible for submitting final Plan A & Plan B event layouts to SCA at least fifteen (10) days prior to the Event Date or availability of furniture and/or pre-event furniture setup is not guaranteed. SCA Facility Representatives will setup furniture/lighting before the Event according to the layout, but Licensee is responsible for moving furniture during the Event as needed (*for example, moving chairs after a wedding ceremony to reception area or moving chairs/tables due to inclement weather*). The following furniture is included in the weekend Venue-Only Facility Usage Fees, and is available at an additional fee on weekday/night venue-only events:

- (26) – 60” Round Tables
- (12) – 6’ Banquet Tables
- (4) – 48” Round Tables
- (10) – 30” Round High or Low Bistro Tables
- (200) – White Resin Chairs

The following additional furniture & lighting items are available at an additional cost:

- +\$1/ft. for a minimum of 150’ of Bistro Lighting or maximum of 500’ of Bistro Lighting
- Polyester Linens Available in White, Ivory, or Black as Follows:
  - \$14:120” Round Linen, \$12:108” Round Linen, \$13:90”x132” Linen, & \$3.50:Chair or Bistro Table Tie (several tie colors and fabrics are available)

**Tents for Inclement Weather:** White tents are included in Weekend Venue Only and Full Service Facility Usage Fees for Events with an inclement weather forecast and the estimated number of guests determines the amount of tent coverage provided. “Inclement weather” is defined with the following conditions: 1) an outdoor temperature exceeding 100 degrees, 2) an outdoor temperature less than 32 degrees, 3) a forecasted precipitation chance of 30% or greater for rain, sleet, or snow. For any Event with forecasted inclement weather, the tent(s) included with the Facility Usage Fees are required to ensure adequate protection is available for SCA Property and the Event. Licensor will consult local and national weather forecasts to make a final decision no less than close of business two business days before the Event. For example, if an Event is

scheduled at 6:00 PM on Saturday, a final decision will be made no later than 5 PM on the Thursday prior to the Event. The addition of clear sidewalls is determined on a case-by-case basis. EZ Up, pole tents, or any other tents provided by third party vendors are not allowed.

**Tent Refusal:** *Should Licensee refuse tents against the above Licensor tent requirements, it is the Licensee's responsibility to contact the Licensor in writing and sign a waiver form before the tents are erected. Licensee acknowledges that Licensor will not provide setup of additional SCA Property such as bistro lights and furniture for events that refuse tent coverage with an inclement weather forecast.*

**Severe Weather:** Licensee acknowledges that tents are temporary structures designed to withstand most normal weather conditions, primarily sun and light rain, and tents are not designed to withstand severe weather. Licensee acknowledges the inherent risk of potential injuries/damages resulting from inclement weather. Licensee is responsible for monitoring weather conditions carefully during the Event and while Licensee, its agents, vendors, or guests are on SCA premises. Licensee shall ensure all persons exit the tent(s) and seek shelter in the event of dangerous weather conditions - including but not limited to Watches and Warnings issued by the National Weather Service, winds exceeding 25 mph, and lightning within 5 miles. Under no circumstances should Licensee, its agents, vendors, or guests seek shelter under tents during storms or other severe meteorological events. Upon Licensee's request, the Licensor's Special Event Staff shall assist with guest/vendor evacuation in accordance with the Shaw Center for the Arts Crisis Management Plan.

**The following additional tent items are available at an additional cost:**

- +\$400 setup fee per each tent included in the Facility Usage Fee if chosen regardless of weather
- Tent upgrades including but not limited to tent liners, pole covers, specialty lighting, leg drapes, and chandeliers can be arranged by SCA through a venue-contracted third-party vendor at an additional cost.

### **THIRD PARTY VENDOR CONTRACTS**

SCA offers Additional Options and Full-Service Event Packages by contracting through third party vendors. These Additional Options include, but are not limited to, linens, tent liners and accessories, tableware or glassware, specialty furniture, additional lighting options, DJ or A/V services, catering service, beverage service, and photo booths. Licensee acknowledges that if Licensee elects these options, Licensor shall contract directly with vendors for the provision of Additional Services or Full-Service Event Packages for the Event. Licensee understands that the additional cost of these services will be added to the Event Invoice and Licensee is responsible for paying for all vendor products and services in accordance with the Event Invoice payment schedule. Licensee also authorizes Licensor to communicate and contract directly with vendors on Licensee's behalf. Licensee acknowledges and agrees that Licensor is not responsible for the wrongful, intentional, or negligent acts or omissions of any vendor. Licensee understands that Licensee has the option to contract with third party vendors directly and is not required to contract with third party vendors through the Licensor. If Licensee changes the Event Date, time, or location and any third party vendors are unable to accommodate such changes, Licensor shall be released from all contractual obligations, shall in no way be held responsible or liable in any manner whatsoever for non-performance, and shall be entitled to retain any and all payment made by Licensee to Licensor. In addition, Licensee acknowledges that changes in the Event Date by Licensee may result in an increase in third party vendor costs, and Licensee is responsible for any such increase. In the event that a third party vendor is delayed, hindered, or unable to perform the agreed upon services due to causes outside of Licensor's or such vendor's control, including, but not limited to, severe weather conditions, electrical power outages, or utility interruptions, then SCA shall not be liable to Licensee for any costs or expenses related to such event.

### **POLICIES & PROCEDURES FOR FULL-SERVICE EVENT PACKAGES**

Full-Service Events are subject to all Facility Usage Guidelines and Policies plus the information included below and on any addendums or separate agreements. Full-Service Events include additional amenities and services, and are subject to separate full-service package pricing, as further detailed below.

### **Classic, Deluxe, and Premium Full-Service Event Packages Include the Following:**

- Three hour event time between 10 am-12 am
- Additional four hours of setup & one hour of cleanup time
- Customized layout design w digital copy
- Three hours of buffet-style food service by Stroubes with seated dinners accommodated upon request.
- Disposable China plates, barware, silver faux-cutlery, napkins, and to-go boxes/pans
- Three hours of bar service by Manship Theatre Beverage Service
- Champagne glasses for the wedding party toast (*optional*)
- One hour engagement or bridal photography session (*photographer not included*)
- \$1M Certificate of Liability, a Tenants and Users Liability Insurance Program (TULIP) Policy
- White chairs and round, banquet, & bistro tables
- 300' Outdoor Bistro Lights + 125' Indoor Bistro Lights
- Choice of white, ivory, or black polyester linens
- Choice of white, ivory, or black organza bistro table ties
- Janitorial porter for trash management & post-event facility cleanup
- BRPD or private security officer
- Coordination of vendor arrival & loading times
- Furniture/Tents are provided as follows: 30x50, 15x50, & 15x90 Tents as Plan B, up to 200 White Chairs, up to (26) – 60" Round Tables, (12) – 6' Banquet Tables, (4) – 48" Round Tables, (1) 36" Square, (10) – 30" High or Low Bistro Tables

### **Details on Amenities NOT Included in Full-Service Event Packages:**

- Wedding Ceremonies require an additional "ceremony fee" and include: an additional 30 minutes to event time for ceremony, access to 2<sup>nd</sup> floor bridal holding lounge 3 hours before start time, furniture crew to transition ceremony chairs to reception tables, one-hour rehearsal (*scheduling depends on venue event schedule & availability*). The ceremony officiant is not provided.
- Fine China, glassware, silverware, charger plates and linen napkins are available for an additional cost upon request and contracted by Licensor with an external third party vendor. An additional nonrefundable 10% reservation fee is applied to all table/glassware orders.
- Specialty cake cutting service, cake stand(s), cake topper box, extra cake to-go boxes, or additional cutlery, plates, or napkins for specialty cakes is not included.
- Tent accessory upgrades (chandeliers, draping, tent liners, specialty lighting) are available at an additional cost upon request and are contracted by Licensor with a third party vendor.
- Consistent with all other facility usage pricing, tent(s) are only included for inclement weather; an additional setup fee of \$400 per tent applies to set up tents regardless of weather. Additional fees apply to add tents that are not included with the venue booking.
- Additional event hours are available at a per-head cost, with pricing dependent upon the chosen Full-Service Package (Classic, Deluxe, or Premium). Catering service is only for three hours and will not be extended for events exceeding three hours. After three hours, catering service will pull food from the buffet, clean the area, and prepare to-go boxes. Serving dishes and equipment will not be removed until after the event end time, unless Licensee requests otherwise.

**Guest Headcount Guarantee:** A guest headcount guarantee is due to SCA in writing no later than sixty (60) days prior to the event. Once this number is confirmed, it is considered a guarantee and cannot be decreased, but can be increased up to ten (10) business days before the event date at an additional cost. Food quantities are estimated and ordered based on the guaranteed guest count. Should the actual event guest count exceed the guaranteed guest count, food shortages will likely occur.

**Final Guest Headcount:** SCA Special Event Staff or event Security will conduct a guest headcount as guests enter the venue and recount once during the event. Licensee has the option of assigning a representative to monitor SCA event personnel in conducting the headcount. If no Licensee representative monitors SCA personnel with counting guests, Licensee agrees to accept the reported SCA guest count as final. Children appearing under the age of eleven (11) will not be included in the final guest count, unless they are seated and served at a seated dinner event or unless more than 10 children are present at the event. For capacity purposes, every person is counted regardless of age or affiliation with the event.

If the final guest headcount exceeds the guaranteed headcount, food shortages may occur and will not be accommodated. The Licensee will be invoiced for the additional per-person fee for food, beverages, service, tax, and any additional expenses included in Full Service Package pricing. If the final guest headcount is less than the guaranteed guest headcount, no refund will be made.

**Menu Selection and Food or Beverage Changes:** Licensee must submit menu choices by sixty (60) days prior to the Event and/or request any changes to the food or beverage menu no later than ten (10) days before the event. Additional fees may apply to approved requests for food or beverage menu changes. Full-Service Facility Usage Fees and food/beverage menus vary by selected full-service package, though food additions or beverage upgrades are available at an additional cost and will be listed on the final Event Invoice.

Due to food/supply shortages and fluctuating costs of goods, SCA and/or its contracted third party caterer reserves the right to make substitutions for materials and/or products in order to stay within the agreed upon event pricing. Should substitutions be required, SCA will notify Licensee in advance of the event date to provide adequate time to discuss an agreeable alternative without increasing costs. In the event that additional fees are required and mutually agreed upon prior to the event, SCA will include the additional costs on the final invoice.

**Leftover Food:** Caterer will package leftovers in disposable boxes or aluminum pans. In accordance with appropriate State health codes, the Caterer reserves the right to discard any food items where there is a reasonable risk for food borne illness to occur.

### **PHOTOGRAPHY**

Photographs or videos taken at SCA may not be reproduced or used commercially without written consent from a SCA Facility Representative, and when applicable, written approval from the individual subjects recorded.

Original artworks and sculptures on the grounds of Shaw Center for the Arts are protected by copyright and may not be photographed for the purposes of reproduction, publication, or copying in any way.

Use of the Facilities for a one (1) hour photography session is included in the Facility Usage Fees for weddings. Photographer is not included. Photo sessions are optional and must be scheduled before the Event Date. Licensees must sign and abide by the Shaw Center for the Arts Photography Session Policy Form.

### **PARKING**

Licensors is not responsible for providing or ensuring parking for Licensee or Licensee's employees, contractors, volunteers, agents, guests or invitees. Valet parking may be permitted but must be arranged by Licensee along with securing a parking lot or garage to store vehicles during the Event. Licensee bears full responsibility for any claims, damages, or other liability arising out of valet services provided for the Event. No person or company associated with the valet services so provided will be considered an employee, agent or representative of SCA.

### **STREET CLOSURES**

All streets surrounding SCA are public city streets and may require a permit for closure or any temporary blockage. Licensee must abide by City of Baton Rouge street closure policies obtained through the Downtown Development District. If Licensee foresees blocking or closing any public street during the Event, including any organized parade of Event guests (for example, a second line), Licensee is responsible for obtaining a permit and must submit a stamped approved permit to SCA no later than ten (10) calendar days prior to the Event.

## **TICKETED EVENTS**

Ticketed events are only permitted by corporate licensees contracted through their business or nonprofit organization. Licensee must provide a commercial general liability policy with "Shaw Center for the Arts, LLC, et. al" additionally insured as the certificate holder and be in accordance with the liability and indemnification policies contained within these Guidelines. Ticketed events hosted by an individual or group of individuals on behalf of a nonprofit organization (for example, a private fundraiser benefitting a charity) are not permitted. Fashion shows are not permitted.

## **SIGNAGE, ADVERTISING, AND PROMOTIONAL MATERIALS**

Except in cases where Licensor agrees otherwise, Licensee shall be solely responsible for the preparation, placement, and cost of all advertising and promotion of the Event. All advertising and promotional materials must include SCA verbiage and/or logos and must be approved in writing by a SCA Facility Representative and conform to the standards and requirements of the Licensor before dissemination. Licensee shall not post literature, banners or notices of any kind on any part of SCA Facilities, interior or exterior, without the prior written consent of the Licensor.

Licensee will not sell or permit the sale of any merchandise or service on or about SCA without the prior written consent of the Licensor. If consent is desired, Licensee shall request such consent at least ten (10) days before Event Date. Failure to timely submit and obtain prior approval of signage, advertising and promotional materials may, at Licensor's option, result in termination of this Agreement and forfeiture of any payments made.

## **FURTHER AGREEMENTS FOR ALL EVENTS**

- Nothing contained herein shall require Licensor to repair, replace, or alter any part of the Facilities to conform to any requirements for the Event or otherwise. Licensor shall not be liable to Licensee for any damages occurring by reason of any perceived defect in the Shaw Center or occasioned by any part thereof being or becoming out of repair or arising from curtailment of services, including utility serves, for any reason. Licensor shall not be liable to Licensee for any damages arising from activities of whatever kind at the Shaw Center or from any act or neglect of any occupants, lessees or patrons of the Shaw Center or of any owners or occupants of adjoining property.
- Licensee shall not be entitled to assign this Agreement or enter into any form of sublicense, 'sublease', or similar agreement under any circumstance. Any attempt to assign this Agreement shall result in it being void.
- Nothing contained herein and no actions taken by the parties shall be construed as creating anything in the nature of a partnership, joint venture or joint undertaking of any kind between Licensor and Licensee, who are and shall remain licensor and licensee for all purposes.
- If there is any conflict or inconsistency between any provision of the Agreement and any of the Shaw Center Facility Usage Guidelines, then the stricter provision shall control.