



Shaw CenterTM

FOR THE ARTS

FACILITY RENTAL GUIDELINES AND POLICIES



Shaw Center for the Arts (SCA) acknowledges access to the 4th Floor River Terrace, Lamar Atrium, Rue Albritton, and Shaw Center for the Arts Plaza 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 rental 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:

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GENERAL RULES & RISK

- When the Agreement is signed by SCA (“Lessor”) and the user (“Lessee”) and a nonrefundable \$800 deposit is submitted by the Lessee, the Lessee agrees these Special Event Rental Guidelines & Policies will form the parties’ written agreement for the Lessee’s event (“Event”).
- Unless otherwise specifically agreed, lease of SCA spaces is non-exclusive, 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.
- Visiting parties shall 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 building including access to all building utilities and adjacent streets (unless the appropriate permit is obtained).
- Any Lessee or representative thereof seeking to use SCA for an event will assume full responsibility for the conduct of all persons present during the event.
- Lessee will be responsible for any damage done to SCA by Lessee’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.
- Events must conform to established regulations (as stated herein and in Shaw Center for the Arts Rental Agreement) for use of SCA.
- SCA is not responsible for ensuring that other functions occurring at Shaw Center for the Arts, Tsunami, LSU Museum of Art, Manship Theatre, or Hartley/Vey Theatres during the time of the Event are not in conflict with Lessee’s policies or beliefs.
- SCA is not responsible for ensuring that other public events and functions occurring in the Downtown Baton Rouge area around Shaw Center for the Arts during the time of the Event are not in conflict with Lessee’s policies or beliefs. This includes but not limited to: festivals, parades, events in Town Square, Live After 5, Sunday in the Park, 5K races, and other large public outdoor events.

FIRE SAFETY

- Smoking is strictly prohibited inside the building. No exceptions.
 - No open flames (matches, lighter, special effects) are permitted in SCA without prior written permission of the management. The use of sterno/chafing dishes is permitted.
 - Any type of fireworks, including sparklers, is strictly prohibited anywhere on SCA property.
- All additional lighting/electrical equipment must be approved by the Lessor BEFORE installation.

INSURANCE

- Lessee agrees to indemnify and hold harmless Lessor, 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, except arising out of Lessee's use of SCA, including but not limited to: a) injury, loss or damage to persons or property occurring on or about Shaw Center premises; b) any violation of any copyright, right of privacy, patent, trademark, or other statutory or common law 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 Lessee, its employees, agents, contractors, invitees, patrons or lessees.
- Lessee shall maintain in full force and effect during the Designated Time as well as any period of Lessee's early access, such comprehensive and general liability insurance as will protect Lessee and the Indemnities from claims and damages to any person or property arising in connection with Lessee's use of SCA or any activity at SCA and on any street, curb or sidewalk adjoining Shaw Center by Lessee or its contractors, agents, employees, members, volunteers 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 Lessee for any damages. Lessee also shall carry full worker's compensation and employee liability insurance with respect to all employees, volunteers, musicians and Lessee's other personnel as may be required by Louisiana law. Lessee likewise shall insure at full replacement cost against theft, fire or casualty all items brought into SCA before and during the Event. Certificates of insurance evidencing the foregoing coverage shall be furnished to Lessor at least thirty (30) business days before the Event. All of the Indemnities (listed as "Shaw Center for the Arts, LLC, et al.") 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 Lessor. If proof of any required insurance coverage is not given as required and subject to verification as of the initiation of the Event, Lessor may at its option contract for such coverage on behalf of Lessee and add the actual cost of such coverage to the fees due for the Event.

DATE RESERVATIONS, DEPOSITS, DATE CHANGES, & CANCELLATIONS

- **Facility Rental Application Process:** By submitting a Rental Application, a tentative hold will be placed on an available date without paying a deposit. A tentative hold will be honored for seven (7) calendar days, but does not obligate SCA to host an Event, which it may refuse to do in its sole discretion.
- **To Secure A Date:** An \$800 non-refundable deposit is required with the execution of this Agreement. The signed Rental Agreement and deposit must be submitted and received within seven (7) calendar days from the mailing date shown on the last page or the tentative date hold will automatically be released.

- **Refundable Damage & Flexible Services Deposit:** The \$500 refundable Damage & Flexible Services deposit will be retained if damage is incurred by Lessee or Lessee's employees, contractors, volunteers, agents, guests or invitees during the Lease Term. Lessee shall not alter, deface, injure, mar, or in any manner damage SCA or its property. Lessee shall be responsible for any and all damages and required additional labor caused by Lessee's use of SCA facilities 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 Lessee. Lessee shall pay to the Lessor, on demand, the reasonable cost of any and all repairs and labor required to be made to SCA, whether included in the Event invoice or later billed. Lessee agrees to pay costs of repair or replacement for any and all damages related to Lessee's event, which may have occurred during the Event to restore SCA to a condition equal to the condition before the Event began. The Damage & Flexible Services deposit will be retained if the event time and/or actual number of guests exceeds the maximum estimated number of guests on the Event Invoice.
- **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.
- **Event Date Changes by Lessee:** After a Rental Agreement is signed and \$800 non-refundable deposit is submitted, Lessee may request one date change within one year of the original Event date. Lessee must submit a Request for Event Date Change Form (Appendix A) to Lessor and 50% of the total 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 Rental Agreement. Additional date changes require cancellation of the original & modified Rental Agreements (cancellation policy applicable) and require re-booking with a new Rental Agreement and additional \$800 non-refundable deposit.
- **Refundable Event Cancellation by Lessee:** To receive a 100% refund (minus the \$800 nonrefundable deposit), Lessee must notify Lessor in writing at least 60-days prior to an event and receive confirmation in writing from an SCA Representative. For purposes of the delays in this paragraph, all calendar days are counted. In case of cancellation by Lessee, any additional related costs incurred in preparation for the Event are the responsibility of Lessee.
- **Non-Refundable Event Cancellation by Lessee:** All payments become nonrefundable fifty-nine (59) calendar days prior to the Event. To cancel an event, Lessee must notify Lessor in writing and receive cancellation confirmation in writing from an SCA Representative. For purposes of the delays in this paragraph, all calendar days are counted. In case of cancellation by Lessee, any additional related costs incurred in preparation for the Event are the responsibility of Lessee.
- **Event Cancellation by Lessor:** Should SCA or the rented facility become unavailable on the date of the Event 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 rented facility to close, or if Lessor determines that safety or other concerns make closing SCA necessary (which Lessor may do in its sole discretion

even if the building as a whole is not required to close), then Lessor will permit Lessee to have priority scheduling rights with respect to any available dates for the rescheduling of the Event. In no event shall Lessee be permitted to cancel the Event without penalty if SCA is open and available on the day of the Event. 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.**

- **Non-Refundable Event Cancellation by Lessor:** If all required documentation and payments are not received by Lessor thirty (30) calendar days prior to the Event (or such shorter period as may be specified herein for certain documentation), the Event may be cancelled by Lessor without refund and without penalty or liability to Lessor.

ALCOHOL POLICY

- Effective July 1, 2011, alcohol for all SCA events MUST be handled through the Manship Theatre Beverage Service.
- Lessee is responsible for contacting and contracting with the required Manship Theatre Beverage Service at least thirty (30) calendar days prior to an event.
- All alcoholic beverage services must cease fifteen (15) minutes prior to the contracted event end 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.

EVENT LOGISTICS & FINE DETAILS

- **Venue Condition Reporting:** Prior to an event, a representative of the Lessor will do a walk-through of the rented space and complete a Venue Condition Report, noting any pre-existing damage in the space. Lessee, or a representative of Lessee, may choose to attend this walkthrough, but Lessee is responsible for notifying and scheduling with Lessor in advance. The SCA Facility Representative will perform a walk-through immediately following the event, noting any damages or changes on the Venue Condition Report. Lessee is responsible for any damages reported to have incurred during Event, including setup and cleanup.
- **Building Access:** Lessee, or a representative of Lessee, will be at SCA at all times when any of Lessee's employees, contractors, volunteers, agents, guests or invitees are present in connection with the Event. An SCA staff person must be on-site while facility is in use. During the Lease Period, Lessee has general access to the 4th Floor River Terrace as well as any common and/or public spaces. Access to any other area is prohibited. All cleaning and repair charges incurred by SCA, et al as a result of any violation of this policy shall be charged to Lessee.
- **Event End Time:** The event end time may not extend past midnight, 12:00 AM. The event end time on New Years Eve may not extend past 1:00 AM.
- **Vendor Selection:** Lessees must employ their own vendors for additional equipment, decoration, and catering services subject to the other requirements contained in

these Special Event Guidelines & Policies and the Rental Agreement. Food services must be contracted directly with an individual licensed and insured caterer for the Event and will be subject to the specific terms of that 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 Lessee is responsible for submitting the names and contact information of any vendor contracted by Lessee to SCA not later than ten (10) calendar days prior to the Event. Lessee is *strongly encouraged* to schedule a final walkthrough with an SCA authorized representative to review vendor selection & final event details/logistics.
- **Vendor Loading Schedule & Guidelines:** Lessor 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. Lessor is NOT responsible for providing carts for transporting vendor equipment into the rental venue.
- **Primary Event Coordinator:** A professional event planner or primary coordinator must be present during the Event, including setup and cleanup. Lessee is responsible for assigning or contracting with a Primary Event Coordinator and communicating his/her contact information to an SCA authorized representative in advance. SCA Event Staff detailed below are employees of Shaw Center for the Arts and cannot take the place of a Primary Event Coordinator.
- **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 SCA authorized representative.
- **Food Preparation:** Lessee is responsible for communicating to contracted caterer 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 Use Guidelines.
- **Decorations:** Decoration decisions are reserved to the discretion of Lessee, but must comply with the SCA Rental 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 SCA authorized 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 buildings, furnishings or surroundings.
 - No "thrown" items are allowed on SCA premises, 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. For send-offs after a wedding reception, many clients use bubbles, bells, streamers, clackers, glow stick wands, handkerchiefs, or simply cheering family and friends.
 - Any type of fireworks, including sparklers, is strictly prohibited anywhere on the property.
 - Helium-filled balloons, floating sky lanterns, or anything else that may be released into the sky is prohibited.

- Lessee shall be responsible for removing all materials of any type left behind or placed on or about SCA premises by Lessee or its agents, employees, licensees, invitees or patrons before end of lease term. Unless prior arrangements are made, Lessor is not responsible for any items left by Lessee, guests, or vendors after an event.
- Lessee shall be responsible for the cost of the removal and/or storage, as applicable, of any materials not removed by the conclusion of Lease 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 Lessee for the removal of excess waste or décor.
- **Animal Policy:** Unless Lessor approves in writing prior to the Event, no animals (other than Seeing Eye dogs) are allowed in leased SCA spaces for any reason.
- **Bands/DJs/Entertainment:** All band and entertainment personnel must meet with an authorized SCA representative to review electrical, lighting and other requirements at least ten (10) calendar days before the Event.
- **Sound Restrictions:** Any amplified sound on the 4th Floor River Terrace 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.
- **Tents & Inclement Weather:** Tents are not included in the Rental Rates and are not provided by SCA. The 4th Floor River Terrace can comfortably accommodate up to 400 guests standing, with a maximum capacity of 93 persons inside, so it serves very much as an outdoor venue. Lessees are strongly encouraged to contact a licensed and insured tent vendor to reserve a tent with sidewalls in advance, in case of inclement weather. **Hurricane-grade frame tents are the only approved tents to be installed on SCA property and must be assembled on-site by a licensed and insured professional vendor.** *Pole tents or EZ-up/pop-up tents are NOT allowed on SCA property for any event.*
- **SCA Furniture & Lighting:** The optional use of SCA tables and chairs is available to River Terrace Lessees. In order to secure pre-event furniture setup, Lessee is responsible for submitting a final event layout to SCA at least thirty (30) days prior to the event date or availability of furniture and/or pre-event furniture setup is not guaranteed. River Terrace staff will setup furniture/lighting before the event according to the layout, but Lessee is responsible for moving furniture during the event as needed (*for example, moving chairs after a wedding ceremony to reception area*). The following furniture is included in the weekend rental rates, but is available at an additional fee on weekday/night events:
 - **(11) – 60” Round Tables**
 - **(4) – 6’ Banquet Tables**
 - **(1) – 40” White Round Table**
 - **(8) – 30” Wooden Round Bistro Tables**
(Adjustable Height, High or Low)
 - **(100) – White Wood Resin Chairs**

The following additional furniture & lighting is available at an additional cost:

- **+\$300 for additional (15) 60” Rounds, (4) 6’ Banquets and (100) White Wood Resin Chairs**
 - or individually at \$8/table and \$2/chair
- **+\$150 for 150 feet of Bistro Lighting or \$300 for 300 feet of Bistro Lighting**

SCA SPECIAL EVENT STAFF

All pre-event planning & correspondence will be between SCA's Director of Events & Operations or Operations Associate and the Lessee or Lessee's designated Primary Event Coordinator. 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 Event Time, including setup and cleanup.

One or more security officers are required and will be contracted by SCA through a private security firm, the Baton Rouge Police Department, or East Baton Rouge Sheriff's Office.

One or more janitorial porters are required and will be contracted by SCA. The porter(s) maintain general facility cleanliness, clean & restock restrooms, and manage trash during and after the Event. Lessee is responsible for ensuring vendor pickup and cleanup is completed within the designated cleanup time, unless otherwise approved in writing by SCA authorized representative.

TRASH MANAGEMENT AND CLEAN UP

- Trash cans are provided and waste maintained by SCA's janitorial staff. All waste is to be placed in the waste cans provided in the Event area.
- Lessee is responsible for decoration & vendor clean-up to ensure SCA is left in its original condition at the conclusion of the Event.

Additional clean-up 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. Lessor may charge Lessee for the use of the dumpster as deemed necessary by Lessor.

PHOTOGRAPHY

- Photographs or videos taken at SCA may not be reproduced or used commercially without written consent from an authorized SCA 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.
- One optional three (3) hour photography session is included in the rental rates for weddings. Lessees must sign and abide by the Shaw Center for the Arts Photography Session Policy Form. Photo sessions are optional & must be scheduled before the event date. Photographer is not included.

PARKING

- Lessor is not responsible for providing or ensuring parking for Lessee or Lessee's employees, contractors, volunteers, agents, guests or invitees.

- Valet parking may be permitted but must be arranged by Lessee along with the rental of a parking lot or garage to store vehicles during the Event. Lessee 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, et al.

STREET CLOSURES

- All streets surrounding SCA are public city streets and may require a permit for closure or any temporary blockage. Lessee must abide by City of Baton Rouge current street closure policies obtained through the Downtown Development District. Lessee is responsible for obtaining a permit and must submit a stamped approved permit to SCA no later than ten (10) calendar days prior to any scheduled events in Shaw Center for the Arts Plaza or Rue Albritton if required.
- Any organized parade of event guests, including a second line, is not allowed inside SCA common/public areas at any time. Lessee is responsible for obtaining a permit through the Downtown Development District and must submit a stamped approved permit to SCA no later than thirty(30) calendar days prior to any scheduled event. Availability and access of the Shaw Center for the Arts Plaza and/or Rue Albritton is not guaranteed.

SIGNAGE, ADVERTISING, AND PROMOTIONAL MATERIALS

- Except in cases where Lessor agrees otherwise, Lessee 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 an authorized representative of Lessor and conform to the standards and requirements of the Lessor. Lessee shall not post literature, banners or notices of any kind on any part of SCA, interior or exterior, without the prior written consent of the Lessor.
- Lessee will not sell or permit the sale of any merchandise or service on or about SCA without the prior written consent of the Lessor. If consent is desired, Lessee shall notify Lessor at least fourteen (14) days before Event Date.
- Failure to timely submit and obtain prior approval of signage, advertising and promotional materials may, at Lessor's option, result in termination of this Agreement and forfeiture of any installment payments made.

FURTHER AGREEMENTS

- Nothing contained herein shall require Lessor to repair, replace, or alter any part of the Shaw Center to conform to any requirements for the Event or otherwise. Lessor shall not be liable to Lessee for any damages occurring by reason of any 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. Lessor shall not be liable to Lessee 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.
- Lessee shall not be entitled to assign this Agreement or enter into any form of sublicense,

'sublease', or similar agreement under any circumstance.

- 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 Lessor and Lessee, who are and shall remain independent contractors for all purposes.
- If there is any conflict or inconsistency between any provision of this Agreement and any of the Shaw Center Special Event Rental Guidelines, then the stricter provision shall control.

This Agreement, together with its addenda, is the full and complete agreement of the parties.

All terms and conditions of this Agreement shall be binding upon the parties, their successors or representatives, and assigns, and cannot be waived by any oral agreement unless the same is in writing and signed by the duly authorized agent or agents of the parties.