



# 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)

<b>REQUESTED LOCATION</b>					
<input type="checkbox"/>	<b>D&amp;PL (Main Theater)</b>	<input type="checkbox"/>	<b>Lobby</b>	<input type="checkbox"/>	<b>Green Room</b>
<input type="checkbox"/>	<b>Recital Hall</b>	<input type="checkbox"/>	<b>Tims Gallery</b>		

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 \_\_\_\_\_

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

Estimated Attendance/Participation: \_\_\_\_\_

Should this event be listed on public calendars? \_\_\_\_\_

*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) Production Coordinator will call to confirm meeting date.*

CONFIRMED MEETING DATE\_\_\_\_\_ (completed by Production Coordinator)

To be completed after MANDATORY PRODUCTION MEETING:

*It is understood that this is an ESTIMATED COST of Fees*

Basic Rental Fee: \_\_\_\_\_

Stage Service/Production Costs: \_\_\_\_\_

*Includes additional lighting or sound set-ups, services of Center technical staff including sound and/or lighting technician and other service arrangements as agreed upon in writing.*

Box Office Charges: \_\_\_\_\_

*Includes set-up, printing, handling & sales staff*

House Charges: \_\_\_\_\_

*Includes ushers and other necessary house staff, use of lobby, food services, excessive cleaning and maintenance and/or other services as agreed upon in writing.*

Security: \_\_\_\_\_

*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:

\_\_\_\_\_  
Client Date

\_\_\_\_\_  
Production Coordinator Date

\_\_\_\_\_  
Executive Director Date

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.**

*Bologna Performing Arts Center  
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 bill. This bill 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 Coordinator and Box Office/Audience Development Manager to discuss requirements and details of the event at least 30 days 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.
- 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 Production Coordinator no later than 15 days prior to the event.
- 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.

### PROMOTION AND PUBLICITY

4. Promotion and publicity shall be the sole responsibility of the Client. The BPAC shall have the right to control the use of its Logo with respect to the advertising of the event.

### MERCHANDISE, SOUVENIRS, AND CONCESSIONS

5. 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 15% commission of the gross sale, if Client conducts sales, and 20% 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. Alcoholic Beverages are not permitted on Delta State University campus. Smoking is not permitted in the building area.**

### LIABILITY

6. 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 \$500,000 bodily injury and \$500,000 property damage, or a combined coverage of \$500,000. 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

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

### ASSIGNMENT

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

### RESPONSIBILITY

9. 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

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

### JURISDICTION

11. This Agreement shall be construed under the laws of the State of Mississippi for contracts performed entirely within the state. Any disputes under this Agreement will be settled by arbitration under the rules of the American Arbitration Association in Jackson, Mississippi. The parties agree to abide by the decision of the arbiter.