

LPAT Usage Rules

“LPAT” signifies the Liberty Performing Arts Theatre and its adjacent dressing rooms, but excludes all other City facilities. “Event” signifies the full range of dates, times, and activities covered by this License. “Staff” signifies all City employees assigned to Event. “Associates” signifies all persons associated with Client or otherwise attracted to Event, including, but not limited to, Client’s personnel, crew, performers, relatives, concessionaires, patrons (audience members), sponsors, vendors, or contracted services. “Start Date” signifies the first date of Event. “Rental Period” signifies each separate use of the LPAT by Client, beginning when Client or Associates first enter the LPAT (“Entry”) and continuing until the complete exit of all said persons (“Exit”). There might be more than one Rental Period during Event. “Attraction” signifies any range of time during a Rental Period in which an audience is gathered (e.g., a show, concert, performance, meeting, etc.), beginning at the time doors are open to the public (“house open”) and ending with the complete exit of the audience. There might be more than one Attraction during a Rental Period.

PRODUCTION SCHEDULE:

When finalized, the Production Schedule is a detailed written list which defines all critical Event elements such as Event dates, Entry and Exit times, equipment needs, estimated attendance, rehearsal times, and Attraction times. Initially, the Production Schedule consists only of pending dates with estimated ranges of time on the LPAT calendar.

The Production Schedule is created by Client, but approved by City. It may undergo multiple adjustments before the Event begins, including the deletion of dates shown above or the addition of other dates. However, **the Production Schedule shall be completed and submitted to City at least three weeks before the first Rental Period of Event.** On this date, the Production Schedule, upon its approval by City, shall be considered finalized and fixed; and it shall become an integral part of this License. Once finalized, any requests by Client to change the Production Schedule shall be deemed “late” and might not be allowed, especially regarding Entry times, number of Staff, and additional dates. Late changes which are allowed will usually incur higher than normal charges.

If Client fails to provide City with a *complete* Production Schedule by its due date, Coordinator shall, by necessity, fix and finalize the Production Schedule based on Coordinator’s estimate of Client’s needs. Client shall pay for this past-due fixing service at the rates current on the date of service.

Client acknowledges that the LPAT is a busy, multi-use space. As such, Coordinator shall be privileged to schedule other events both before and after the dates, and during any open gaps of a half-day or longer, on the Production Schedule without notice to Client.

DEPOSITS AND PAYMENTS:

Client shall pay a Reservation Deposit for each date reserved on the LPAT calendar at the rate current on the date of Client’s request. The Reservation Deposit paid for each individual Event date may not be transferred to another date; however, the Deposit received for each date will be credited toward the charges accrued on that date. The Reservation Deposit is not refundable, unless Client has provided sufficient advance written notice of cancellation, based on the following schedule: at least 18 months notice, full refund; at least 15 months notice, 75% refund; at least 12 months notice, 50% refund; at least 9 months notice, 25% refund; less than 9 months notice, no refund.

About three weeks before the Start Date, and based upon the finalized Production Schedule, City will send an invoice showing the *estimated* balance due. Client shall pay the estimated balance due to City no later than four days *before* the Start Date. At the end of each Rental Period, for settlement purposes, Staff will record Client’s actual Entry time, Exit time, equipment used, and services used. Client is encouraged to verify such records; however, should Client not do so within

one day after each Rental Period, Client hereby accepts the loss of any right to dispute such records afterwards. Staff time cards are used to verify Staff charges. Client shall pay all charges for Facility Use, Staff, equipment, and services at the rates current on each Event date. For each “Half-Day” Rental Period which exceeds the cutoff time, Client shall pay Facility Use charges for the greater of either A) facility usage time as indicated on the finalized Production Schedule, or B) actual facility usage time. A current Rate Sheet may be viewed anytime at www.LPAT.org. After completion of Event, City will send a final invoice showing all charges, and the remaining balance. If the balance is due to City, Client shall pay the balance by the due date on the invoice. If the balance is due to Client, City shall refund it; or, at Client’s discretion, credit it toward Client’s next event.

Client shall provide City with all necessary information and authority to charge an active credit account which shall have sufficient available balance to cover all Event-related costs.

Client hereby authorizes City to charge this credit account for any of the following reasons of default: 1) to collect the estimated balance due, if not received by its deadline; 2) to collect the final balance due, if not received by its due date; 3) to collect the cost of ticket refunds (necessitated by cancellation or otherwise) refunded to Client’s patrons by City, if City has already advanced the corresponding ticket revenue to Client but Client has failed to care for such refunds; 4) to collect the cost of damage to City facilities caused by Client; and 5) to collect the minimum cost of Staff, if Client cancels Event after the Production Schedule has been finalized.

All deposits and payments not paid by a credit account should be made payable to “City of Liberty” and mailed or delivered to: Liberty Performing Arts Theatre (LPAT), 1600 S Withers Road, Liberty, MO 64068-4604. Interest at the rate of one percent (1%) per month will be added to any overdue balance for each month that it remains unpaid.

STAFF SCHEDULING AND CLIENT PERSONNEL:

Based on the finalized Production Schedule, Coordinator shall assign Staff as needed to safely govern Event and to effectively handle technical operations and patron management. Client shall pay for all Staff at the rates current on Event dates. If Client’s final Production Schedule requires any Staff to work longer than five hours, each such Staff shall be privileged to one fifteen-minute paid break per each four hours. Timing of such breaks shall be arranged by Staff to reasonably fit within the demands of Client’s final Production Schedule.

STAFF TECHNICIANS: There shall be no unsupervised use of the LPAT by Client; that is, at least one technician shall be assigned to each Rental Period. The required First Tech usually oversees the lighting system. If Client desires usage of other major systems (the audio system, or the rigging/fly system) at least one additional technician will be assigned to oversee each additional system. Certain procedures or situations require higher

minimums and earlier arrival times (e.g. light focus, complex rigging, tight time schedules, multiple audio mixes etc.). Typically, technicians will be assigned to arrive about thirty minutes before Client's Entry time. Technicians will remain after Client's Exit time as long as necessary to reasonably restore the LPAT to ready condition. Technicians perform all setup work and related duties which involve City equipment (e.g. light hang & focus, equipment setup, patching, programming, cabling, overhead rigging, etc.). Technicians may reject some Client gear to be rigged or some operations to be performed if such are deemed unsafe to any persons. Client may provide their own qualified personnel to serve as follow-spot operators, audio console operators, or lighting console operators; but, doing so neither replaces the need for technicians nor grants such operators permission to perform duties handled by Staff. Staff technicians do *not* serve as Client's deck hands ('roadies'). Typically, all Client equipment shall be maneuvered (loaded, unloaded, hauled, setup) by Client's personnel, except where such equipment requires connection to LPAT systems.

STAFF PATRON MANAGERS: Usually, at least one patron manager will be assigned to each Attraction. Attractions involving above-normal patron activity (such as day-long festivals, showcases, or competitions) will require higher minimums. Typically, patron managers are assigned to arrive about thirty minutes prior to each Attraction's 'house open' time. The primary purpose of patron managers is to thwart the entrance of food and drink into the house; to insure crowd safety; to provide general patron assistance, including aid to disabled patrons; to serve as patrons' liaison; and to enforce LPAT rules. Patron managers do *not* serve in the positions covered by Client's house personnel, as mentioned below.

CLIENT'S HOUSE PERSONNEL: At Client's discretion, Client shall provide any and all house personnel to fill the positions of ushers, ticket takers, greeters, etc.

STAFF BUILDING SUPERVISOR: A building supervisor shall be assigned to each portion of any Rental Period which exceeds the normal operating hours of the Liberty Community Center (currently 5:30am to 10:00pm Mon-Thr, 5:30am to 9:00pm Fri, 8:00am to 8:00pm Sat, and 9:00am to 6:00pm Sun).

STAFF SECURITY: If Event carries a recognized safety risk (e.g., events promoting a party-like atmosphere), City shall assign licensed security as needed to safely govern Event. City shall have the right to determine the qualifications and minimum security staffing requirements for Event.

STAFF OVERTIME AND LATE CANCELLATIONS:

For purpose of settlement, any amount of Staff time which extends beyond the scope of the finalized Production Schedule shall be considered overtime and be charged at the overtime rate. Client shall pay overtime rate for all Staff whose time worked is more than eight hours per day, more than forty hours per week, before 7:00am, after 11:00pm, or on holidays. Certain holidays, namely Thanksgiving, Christmas Eve, Christmas day, New Year's Eve, New Year's day, and Easter, will incur higher rates. Should Client cancel one or more Rental Periods *after* the three-week Production Schedule deadline, Client shall pay to City a sum equaling the minimum charge for each assigned Staff for each Period which was cancelled. Such sum for Staff shall be in addition to the Reservation Deposit.

FOOD AND DRINK IN THE LPAT:

Reasonable eating and drinking *is* permitted on stage and in all backstage areas. However, eating and drinking is strictly

prohibited in the LPAT house (seating areas, aisles, and entry vestibules). Client shall not bring in or permit their Associates to bring in food, beverage, or candy items into the LPAT house. Concerning the entrance of such items, Client shall be responsible and liable for the actions of their Associates during the entire span of Event. In the event of a gross or flagrant violation of such prohibition, Staff has the right to interrupt and suspend Event until Client has satisfactorily removed the items from the house.

SUBSTANCE AND ADMISSION RESTRICTIONS:

Smoking and chewing of tobacco products is strictly prohibited inside all City buildings. Consumption or possession of alcoholic beverages is strictly prohibited on all City property, including parking lots. No one shall be admitted to City facilities in possession of alcoholic beverages, illegal drugs, firearms, weapons, or controlled substances. City reserves the right to inspect any pocketbooks, purses, coats, blankets, etc., being brought into the facilities. Failure to comply with the above rules may result in non-admission to or expulsion from the premises.

FACILITY ATMOSPHERE:

The Liberty Community Center, in which the LPAT resides, provides a pleasant, family-based environment for its patrons. All persons using City facilities are expected to conduct themselves in a manner conducive to that environment. Destruction of property, abusive language, displays of nudity or near nudity (e.g., thongs, pasties), violence, whether real or threatened, or any such behavior is not tolerated and violators shall be expelled from City premises. Client shall be held responsible for the general conduct of their Associates.

SEATING CAPACITY AND TICKETING:

LPAT's maximum seating capacity is 725 patrons. Client shall not, at any point, permit patron numbers to exceed capacity. Should Client expect attendance to exceed the LPAT's count of 678 permanent seats, Client shall inform Coordinator at least 3 days in advance. Each patron must be provided with one available seat. Client shall not permit any persons to sit in nor, in any other manner, obstruct LPAT aisles. Client shall control the total patron count in the LPAT by tickets, passes, or another manner acceptable to City. Should the patron count exceed capacity, as indicated by an excess of unseated patrons, Staff shall interrupt and suspend Event until Client has either seated or cleared the excess patrons.

Sale and distribution of Event tickets shall not begin until Client has paid the Reservation Deposit and returned the completed License. Except for tickets sold through City's system, Client accepts full responsibility for the proper handling of tickets, including refunds. Client shall be solely responsible for the payment of all applicable taxes for each paid admission.

CONCESSIONS AND USE OF PUBLIC AREAS:

City reserves all concession rights, including but not limited to food, beverage, programs, novelties, conveniences, recordings, literature, souvenirs, clothing, checkrooms, and parking privileges. As part of the Production Schedule, Client must obtain permission from Coordinator before tables, chairs, displays or other items are setup in public areas such as lobbies, halls, entryways, parking lots, and sidewalks; and before engaging in any concession sales on the premises. Should such sales be permitted, Client shall 1) obtain all necessary permits and licenses, including a Liberty Occupation License; 2) collect and report all applicable sales taxes; and 3) pay to City a concession sales fee (see current Rate Sheet). Client shall specify, in writing, the exact nature, quantity, and prices of items or services for sale. City shall determine time restrictions and precise spatial placement of all Client displays permitted in public areas of the

facility.

EVENT MARKETING:

Any form of Client marketing, distributed by any means (print, broadcast, electronic, etc.), which names the LPAT, its address, telephone numbers, or website, must specifically name the LPAT as “Liberty Performing Arts Theatre (LPAT),” the box office phone number as “816-439-4362,” the address as “1600 S Withers Rd, Liberty, MO 64068,” and the website as “www.LPAT.org.”

OBSTRUCTIONS:

Sidewalks, entries, lobbies, isles, doors, access ladders, passage vestibules, halls, elevators or access ways to public utilities of the premises shall not be obstructed, or caused or permitted to be used for any purpose other than ingress or egress to and from premises. Client and their Associates shall not obstruct the doors, skylights, stairways or openings that reflect or admit light into any portion of the building.

USE RESTRICTIONS:

Client and their Associates shall not have the use of any City facilities not specifically covered in this License, such as meeting rooms, lobby, game room, weight room, pools, gym, etc. Client shall not have access to nor allow Associates access to the following areas: catwalks and catwalk ladders, stage-right electrical room, stage left storage room, or Community Center office. Client shall not have access to or make use of City technical booth, lighting equipment, or sound equipment without the presence of Staff.

Client shall not rewire, program, move, or otherwise alter any City technical property. City technicians shall handle all setup and strike of all City-owned technical and stage equipment.

CLIENT’S PROPERTY, STORAGE, & DELIVERIES:

Permission to deliver Client's properties, and to store them in the LPAT, is granted only during the times covered by the finalized Production Schedule. Permission must be obtained from Coordinator should Client desire to deliver or leave properties in the LPAT during any times not covered by the finalized Production Schedule. If Client has not booked all of their time in a consecutive block, and another event is scheduled in the open gap, Client's property shall be either removed or else concealed to the satisfaction of the other user. Client shall pay City for any charges incurred to City as a result of moving Client's property. City assumes no responsibility for any properties brought in or delivered to premises.

DEFACEMENT OF FACILITY:

Client shall not cause or permit anything to be done whereby City facilities or equipment therein shall be in any manner injured, marred, or defaced, and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of building or equipment, and will not make or allow to be made any alterations of any kind to building or equipment. No painting shall be permitted inside the LPAT except by permission of Coordinator. Only electrical tape or a non-residue cloth tape shall be permitted for use in the LPAT. NO MASKING TAPE, CELLOPHANE TAPE OR DUCT TAPE shall be affixed to floors, walls, seating or any other City fixtures. Client agrees that if the premises are damaged by the act, default, or negligence of Client or their Associates, then Client shall pay to City upon demand such sum as necessary to restore premises to their original condition, ordinary wear and tear excepted.

FLAMMABLE MATERIALS AND PYROTECHNICS:

Flammable materials such as bunting, paper, tissue, crepe paper, etc., are not permitted for decorations. Client shall not

utilize any engine or motor on the premises; nor use oils, candles, matches, lighters, burning fluids, camphene, kerosene, naphtha or gasoline, or any other flammable chemical, for either mechanical or other purposes; nor use any agent other than electricity for illuminating the premises. Certain low-grade theatrical pyrotechnics might be allowed; but only by written permit from City, and accompanied by specific safety and insurance requirements as determined by City on a case by case basis.

CLEANING:

City shall perform a cleaning of the LPAT at the end of each day containing one or more Rental Periods. The Coordinator may make exceptions for 1) a day of facility use wherein there is no Attraction and which precedes another similar day of facility use, or 2) other special circumstances. City shall restock backstage rest rooms and dressing rooms as requested by Client, or as observed. Client shall be responsible for clean-up and removal of all properties requiring special handling.

BROADCAST RIGHTS:

City reserves all rights and privileges for all outgoing broadcasts (radio, TV, electronic) originating from City facilities. Should Coordinator grant to Client such broadcast privileges, City has the right to require payments for such privilege.

COPYRIGHTS:

Client shall assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in Event. Client agrees to indemnify, defend and hold harmless City from any claims or costs, including legal fees, which might arise from Client’s use of any such material.

FORCE MAJEURE:

Neither City nor Client shall be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, utility outages, acts of public enemy, acts of superior governmental authority, acts of nature, riots, electrical blackouts, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control.

EVACUATION OF FACILITY:

Should it become necessary to evacuate the premises for reasons of public safety, Client will retain possession of the premises for a sufficient time to complete presentation of its activities without additional charges, providing such times do not interfere with other facility usage. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of the Coordinator and Client hereby waives any claims for damages or compensation from City.

ASSIGNMENT:

Neither this License nor any of the rights of Client herein may be assigned.

RETENTION OF CITY’S PRIVILEGES:

Waiver or failure of City to insist upon strict and prompt performance of the covenants and agreements in this License, and the acceptance of such performance thereafter, shall not be construed as a waiver or relinquishment of City's right thereafter to enforce the same, strictly, according to the tenor thereof, in the event of a continuous subsequent default on the part of Client. City shall be privileged, before the start, during the intermission, or after the end of any attraction, to make announcements in the LPAT, whether live on-stage, off-stage, or pre-recorded, concerning any of the following subjects: City rules, general

patron information, future City events, or safety.

DISCRIMINATION:

Client agrees that, during the use of this facility, Client will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of color, gender, religion, ethnicity, or national origin.

COMPLIANCE WITH LAWS AND REGULATIONS:

Client shall comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies, and the Rules of the Parks & Recreation Department. Client shall obtain and pay for all necessary permits and licenses.

INDEMNITY:

Client agrees to protect, defend, indemnify and hold harmless City, its officers, agents and employees, successors and assigns, against and in respect of any and all losses, damages, charges, claims, expenses, liabilities, indebtedness or obligations, including reasonable attorney fees and court costs incurred by or imposed upon City, its officers, agents, employees, successors or assigns that arise out of or are in any way related to Client's use of the facilities licensed herein or as a result of Client's breach of any of its warranties, representations of agreement or covenants contained in this License. Client accepts the building and equipment in "as-is" condition and agrees to hold City harmless from any and all claims by Client's participants resulting from the condition of the building and/or related equipment.

Client, its successors and assigns, forever release and discharge City, its officers, agents and employees, successors and assigns, and all other related persons, firms and corporations

who are or might be liable, from all liabilities, claims, right of action, causes of action and demands of every kind and character which Client, its successors and assigns, now have or under any circumstances could or might have against City, its officers, agents and employees, successors and assigns, arising out of, resulting from or in any manner pertaining to matters in any way relating to Client's use of the premises.

It is further understood and agreed that as against the undersigned Client, its successors and assigns, this instrument may be pleaded as a counter claim to or as a defense in bar or abatement of any action of any kind whatsoever, brought, instituted or taken by or on behalf of the undersigned Client, its successors, or assigns, and account of any alleged claim or claims against City, its officers, agents and employees, successors and assigns.

OTHER AGREEMENTS:

This License and its related addendum (e.g. the Production Schedule, current Rate Sheet) shall constitute the whole agreement between City and Client. No other agreement, verbal or written, shall be considered valid or binding. No representative signing this License on behalf of City assumes any individual or personal liability by the execution of this License. The individual executing this License on behalf of Client ("Signature" line below) and Client hereby represents and warrants to City that 1) Signer has been duly authorized by any and all persons or entities of which authorization is required to enter into this License on behalf of Client; and that 2) all appropriate approvals required to enter into this License have been granted. Client agrees that at no time will it challenge, contest, disclaim, or deny the authority of Signer or use as a basis to void, cancel, or nullify this License with a claim that Signer was not authorized to sign this License on behalf of Client.