

**THE MASONIC TEMPLE ARTS AND DESIGN CENTER  
PROJECT**

**PROPOSAL FOR A CITY OF WYANDOTTE/DOWNRIVER  
COUNCIL FOR THE ARTS PARTNERSHIP**

**Presented by:  
The Board of Directors of the Downriver Council for the Arts**

**January 14, 2008**

## TABLE OF CONTENTS

	<b>Page</b>
EXECUTIVE SUMMARY	
PROPOSAL	
I. INTRODUCTION	
II. DCA VISION FOR THE MASONIC TEMPLE	
A. Proposed Center Activities	
B. Emphasis On Youth Development	
III. DCA/MASONIC ARTS CENTER DEVELOPMENT: A PHASED PLAN	
A. Phase I January, 2009 – December 2010: DCA Relocation To Center; Start-Up Operations	
B. Phase II: January 2011 – June 2014: Growing The Center	
Appendix A. THE DOWNRIVER COUNCIL FOR THE ARTS	
Appendix B. DCA CULTURAL ORGANIZATION PARTNERS/NETWORK	

## EXECUTIVE SUMMARY

TO: Honorable James R. DeSana  
Wyandotte City Council Members:  
Joseph R. Peterson  
Patrick J. Sutka  
Todd Browning  
Jason L. Ptak  
Sheri Sutherby Fricke  
Johnny Kolakowski

FROM: Downriver Council for the Arts, EmmaJean Woodyard, Executive Director

The Downriver Council for the Arts (DCA) hereby submits for your review its proposal for development of a regional Arts and Culture Center to be housed in the Masonic Temple, 81 Chestnut Street, Wyandotte, Michigan. This proposal was approved by unanimous vote of the DCA Board of Directors on January 14, 2009.

This document, a five year two phase plan, proposes a City of Wyandotte/DCA partnership to implement extended development to include: programming, educational opportunities, community usage, and funding. This development will result in a multi-use multi-generational destination facility that will contribute to the expansion of the City's economic development initiatives and provide educational opportunities into the future. The DCA, a regional arts and cultural organization, has a 30 year history serving Downriver communities. It brings to this proposal an established network of organizations, volunteers, donors, and cultural experience.

On behalf of the DCA Board of Directors, thank you for your consideration.

# **THE MASONIC TEMPLE ARTS AND DESIGN CENTER PROJECT**

## **Proposal For A City Of Wyandotte/Downriver Council For The Arts Partnership**

### **I. INTRODUCTION**

The Downriver Council for the Arts (“DCA”) proposes a partnership with the City of Wyandotte (the “City”) to develop and manage arts, design, cultural and community programming for the Masonic Temple Building (the “Center”) located at 81 Chestnut Street, Wyandotte. This proposal is based on the following assumptions:

- The City’s stated goal of housing a regional arts and cultural facility that would support arts and culture in the greater Downriver area.
- The DCA will be consulted on all architectural and physical plant modifications and have input on such modifications before they are undertaken, including placement of the elevator.
- the DCA will relocate and be housed in the Masonic Temple and be responsible for the day-to-day arts, design, cultural and community programming and operations.
- the City and DCA will establish a formal communications process including a designated City liaison to the DCA.
- the City installs full handicap accessibility to the building, including an elevator, prior to or within the first six months of the DCA’s relocation;
- the City and the DCA will enter into a formal contract establishing each party’s obligations and commitments;
- the City will retain ownership of the Center building;
- the City will provide financial support for the initial phases of development, including payment of utilities, maintenance of the Center’s physical plant, insurances, etc.
- During the initial phase, the City will provide support for a full-time professional grant/development professional.

### **II. DCA VISION FOR THE MASONIC TEMPLE**

#### **A. Proposed Center Activities**

The Center can evolve into a vital component of the City’s economic development strategy and become a “destination” attraction similar to successful models e.g. Kalamazoo’s Epic Center, Petoskey’s Crooked Tree Arts Center, Alexandria, Virginia’s Torpedo Factory or the

**DCA / WYANDOTTE ART CENTER -  
PROPOSED 1st YEAR BUDGET**

**REVENUE**

Membership	\$12,000
Donations	\$4,000
Programs	\$3,600
Wyandotte subsidy	\$40,000
Corporate Support	\$15,000
Foundations	\$15,000
Grants	\$10,000
Fundraising (net)	\$35,000
Gallery sales	\$3,000
Studio rental	\$15,000
Other rental	\$5,000
<b>TOTAL REVENUE</b>	<b>\$157,600</b>

**EXPENSE**

Executive Director	\$38,000
Program Director	\$30,000
Development Director	\$25,000
Payroll taxes	\$10,000
Programs	\$2,400
Electricity	\$12,000
Heating	\$18,000
Telephone	\$2,400
Water & sewer	\$1,200
Insurance - P&L	\$2,000
Janitorial	\$1,000
Security monitoring	\$400
Elevator maintenance	\$1,500
Equipment maintenance	\$2,000
Postage	\$2,400
Marketing	\$2,000
Website	\$1,000
Newsletter	\$1,500
Supplies	\$2,400
Accounting	\$1,600
Bank fees	\$800
<b>TOTAL EXPENSE</b>	<b>\$157,600</b>

Goggle Works in Reading, Pennsylvania. To this end, the DCA envisions a multi-use multi-generational facility to include:

- Meeting/event space,
- Multiple gallery/exhibition spaces
- Design education and production facility
- Artist studio rental spaces (6 -7 on lower level)
- Community meeting space
- Traditional arts (painting, drawing, sculpture, etc.)
- Theater/dance/musical education, rehearsal and performance facility
- Film viewing space
- Digital Arts education and production facility
- Ceramic Arts education production facility
- Craft (i.e., glass, metal and wood working, textile arts, knitting, beading, etc.) education and production facility
- Gift shop (to feature local and regional work)
- DCA Office space, which can also serve as administrative support space for select Downriver arts organizations.

While the Masonic Temple building can ultimately accommodate all the uses listed above, full development of the Center as an arts and cultural operation will have to be carried out in phases over a period of 3-5 years.

A significant goal of operation of the Center will be to relate the arts and design programming of the Center to regional economic development, not only through the creation of a destination attraction, but also by acting as a magnet for career and educational opportunities and building a talent pool in the arts, particularly in the design arts, including web, graphic and industrial design through partnerships with educational institutions and corporations.

#### **B. EMPHASIS ON YOUTH DEVELOPMENT:**

In addition to supporting the traditional arts (e.g., painting, sculpture, etc), and in furtherance of its economic development goals, the Center will seek to build support and programming in the digital arts: audio recording, digital video production, web and other graphic design and on-line arts related activities. As envisioned by the DCA, the Center will eventually house digital recording and video facilities and offer education and the opportunity to use these facilities to youth and artists working in such media. The Center will also make extensive use of its own website and web-based social networking opportunities to host the digital works generated by students and digital artists. This will enable the Center to be a magnet for youth and the “digital” generations of Downriver residents who are now in their twenties and beyond.

### **III. DCA/MASONIC ARTS CENTER DEVELOPMENT: A PHASED PLAN**

#### **A. Phase I January, 2009 – December 2010: DCA Relocation To Center; Start-Up Operations**

DCA moves its base of operations within six months or upon completion of the elevator installation. The addition of the elevator makes the building handicap accessible, an important element in providing full service for the total population.

**Staffing:** The DCA would maintain its current staffing levels. A critical immediate addition to current staff will be a full time professional Development Director to commence working on future funding for the Center. The DCA's budget does not currently provide for such a position and the DCA and the City will have to come to an understanding about how this position will be supported. The DCA will also continue to manage and assign its volunteer force to assist with events and related efforts.

**Hours of Operation:** Six hours per day, four days per week and Saturdays during exhibitions. Hours to be expanded as needs require and revenues will support.

**Activities:** Continue with current schedule of gallery exhibitions, opening receptions; expand roster of classes and workshops (including master classes by visiting artists in every media and performance genre); continue and expand all of the DCA's liaison and partner relationships with arts and cultural groups and educational institutions in the downriver area; continue scholarship program.

Led by the professional Development Officer, develop aggressive fundraising strategy, including a capital campaign (to include naming opportunities), membership drive, grant seeking activities, individual and corporate contributions, support from other communities, planned giving.

Develop marketing and outreach programs to promote the facility and its activities and programs therein, emphasizing regional impact and gaining the support and participation of all Downriver communities; expand membership program and increase membership revenues.

Develop the planned expansion of programs and services, e.g., lectures, musical and other performances; film and literary events, scheduling and hosting community group meetings.

Continue and expand liaison activities with other arts and cultural groups and related organizations, as well as other Downriver communities and business entities;

Continue the DCA's outreach programs to Downriver schools and provide in-service training opportunities for educators.

Begin to hold regular arts community meetings to obtain input for the Center's direction and growth as well as enhance involvement. This would include an annual art "summit" of all arts organizations to plan arts development strategies for the downriver communities.

Develop a program and criteria for studio rentals and begin renting studios.

Begin programming the third floor performance and rehearsal area.

Begin to develop web presence; commence building digital recording and video studio and educational and service opportunities in this area.

Plan and begin implement revenue generating events, including performances, art sales. Coordinate with the Wyandotte Art Fair, Third Fridays, and other events (i.e., Fourth of July Parade, Thanksgiving Parade, Downriver Cruise, etc. ) for purposes of art sales and exposure.

Plan any additional equipment and installation necessary for expansion of services and facilities.

## **B. Phase II: January 2011 – June 2014 Growing the Center**

Review Phase I activities and make necessary realignments or modifications to programs and planning; undertake and fully expand such Phase I activities as have not yet been commenced or fully developed.

**Staffing:** Increase staff to full-time Executive Director, Director of Operations and Assistant, and Program Director; add several additional part – time employees to operate the various activities of the Center (i.e., gift shop, recording and video operations, continue to develop a pool of associate instructors, and specialist resources in the Downriver Community; continue to increase volunteer involvement.

**Hours of Operation:** Assuming appropriate staff expansion as outlined above, expand hours to minimally 40 per week. As indicated above, hours and activities will take into account established Wyandotte events such as Third Fridays, Art Fair etc. The Center will coordinate with and seek to enhance these events.



## APPENDIX A

### THE DOWNRIVER COUNCIL FOR THE ARTS

The DCA, a regional cultural organization, provides resources, service and opportunities for arts and cultural organizations, artists, performers. Through its multiple programs and services, the DCA helps to build capacity, provides volunteer opportunities and offers member benefits.

The organization operated for many years in the City of Wyandotte with an office in the historic Marx House. In 2000, the organization relocated to 20904 Northline Road, Taylor to a site that included two gallery spaces, and limited meeting, class and office space. Because of its regional approach, established networks and length of experience, the DCA brings to this proposal the following:

- 30 year history (1978-2008) of providing service, programs and opportunities in the Downriver region.
- Current Activities that include exhibitions, classes, workshops, program development, special events
- Gallery and exhibition expertise (professional gallery staff)
- Gallery materials/equipment (pedestals, display units)
- Professional office support/graphic design skills
- An established Cultural Partners network.
- Extensive volunteer commitment.
- An active and dedicated Board of Directors composed of business and corporate leaders, political figures, artists, performers and community members
- Partnerships e.g. College for Creative Studies, Henry Ford Hospital Wyandotte (Healing Arts project). USSteel (Earth Day Initiative)
- Relationship with regional school districts
- Programming experience
- Scholarship program (high school/college level)
- Fundraising & Event planning expertise
- “Salute to Excellence” (annual recognition program honoring Downriver persons, organizations and businesses for support of arts, culture and quality of life Downriver)
- 300+ “Friends of the Arts” (members)
- Capital campaign experience
- Grant writing experience

The DCA participates in state and regional arts through involvement with ArtServe Michigan, the Wayne County Council for Arts, History & Humanities and the Michigan Council for Arts & Cultural Affairs. The DCA Executive Director is active in professional organizations and serves on planning committees including the annual Governor’s Arts Awards, an event that honors cultural leaders and organizations statewide.

The DCA has established a variety of funding sources to include:

- Memberships

- Grants
- Sponsorships
- Fundraisers
- Annual giving
- Foundation support

Grant sources have included funding from the Michigan Council for Arts & Cultural Affairs and Target Stores, the City of Taylor. Foundation support has come from the MASCO Corporation Foundation, the Kresge Foundation, the Richard & Rosalind Meyer Family Foundation, the Trenton Rotary Foundation and the Gibraltar Rotary Foundation among others.

## APPENDIX B

### DCA CULTURAL ORGANIZATION PARTNERS/NETWORK

The DCA has an established network of arts and cultural organizations, individual artists, performers and volunteers with whom we have successfully partnered over the course of 30 years. The DCA works to promote, market and encourage these organizations, all of whom draw members from throughout Downriver. Current arts and cultural organization partners include:

Acanthus	East River Folk Society
Art Ambience	Embroiderers' Guild
Grosse Ile Arts Alliance	Seaway Chorale & Orchestra
Ballet Americana	Southgate Community Players
Downriver Arts & Crafts Guild	Southern Great Lakes Symphony
Downriver Community Band	Spirit of Detroit Heritage Chorus – Sweet Adelines
Downriver Community Voices	Town & Country Handweavers
Downriver Poets & Playwrights	Vocal Arts Ensemble of Michigan
Downriver Youth Performing Arts Center (DYPAC)	Wordsmith Guild

The majority of these organizations have a need for space to accommodate meetings, exhibitions, small performances, and fundraising events. Many of the organizations rely on the DCA to assist with these needs and to serve as a point of contact for their special activities. The DCA works closely with the organizations to ensure their needs are met. The Center is envisioned to be available for various uses to all these groups and others as part of its arts and cultural support mission.

(Included in the final proposal will be the addition of names of local/downriver artists who have achieved some prominence, i.e. Patty Izzo; Leo Kuschel Tom Schumate; Martine MacDonald Bill Morrison (Simpson's artist); Steve Zatto; Frank Pahl; and others to be identified.

**DOWNRIVER COUNCIL FOR THE ARTS**

**1<sup>st</sup> YEAR OPERATING PLAN FOR THE  
WYANDOTTE ARTS CENTER**

**November 2009**

## TABLE OF CONTENTS

**Page**

EXECUTIVE SUMMARY

BUDGET

STAFFING

FUND DEVELOPMENT

PROGRAMS

MARKETING

ADMINISTRATION

STUDIO LEASE

PHYSICAL PLANT

USE AGREEMENT

## **EXECUTIVE SUMMARY**

This operating plan describes the activities and resources required for the DCA to begin operations of the Wyandotte Arts Center at 81 Chestnut in accordance with its proposal to the City of Wyandotte, the City's acceptance of the proposal and the subsequent lease agreement negotiated between the DCA and the City. The plan covers the following:

### **BUDGET**

#### **STAFFING**

- Job descriptions
- Hiring process

#### **FUND DEVELOPMENT**

- Events / Bohemian Society
- Membership – corporate, individual
- Donations
- Grants
- Sponsorships
- Capital campaign

#### **PROGRAMS**

- Gallery
- Education
- Performance
- Community Outreach
- Fun

#### **MARKETING**

- Website - Logo

#### **ADMINISTRATION**

- Leases
- Accounting
- Scheduling / building access
- Communications
- Office functions

#### **STUDIO RENTAL (Appendix )**

- Solicitation
- Lease agreement
  - Use restrictions
  - Rates
  - Access
  - Insurance

#### **PHYSICAL PLANT (Appendix )**

- Equipment
- Set up / tear down
- Maintenance
- Security
- Hours of operation

#### **USE POLICY (Appendix )**

- Restrictions
- Scheduling
- Rental rates
- Contract terms - building access, clean-up, insurance, etc.

## STAFFING

A minimum of 3 staff positions are required to start operations – Executive Director, Program Director and Development Director. During this initial phase of operation, these staff members will also be responsible for other areas. Initial hours of operation :

Tuesday – Thursday : 12 noon to 6PM

Friday – 12 noon to 8PM / 10PM on Third Fridays

Saturday – 10 AM to 2PM

Sunday / Monday / Holidays –closed except for special events.

### Job Descriptions

#### EXECUTIVE DIRECTOR

Overall Summary of Duties: The Executive Director shall have primary responsibility for implementing policies and procedures as determined by the Board of Directors. The Executive Director shall also provide information and recommendations that will enable the Board to develop policies and procedures that will provide for constant improvement of the musical product; allow DCA to operate in a fiscally sound manner and carry out the mission of the organization.

The Executive Director's responsibilities include, but are not limited to:

#### Board Development

Committee guidance and supervision; insure the most effective use of volunteer services in fundraising, administrative assistance and other appropriate activities; continuous review the boards short and long range goals; insure the most beneficial use of the organization's resources.

#### Art Center Operating Plan

Develop and implement operating plan for the Center, including budget, programming, fund development, staff, marketing, physical plant, administration.

#### Head of Staff

Supervise all staff personnel in accordance with board policy.

#### Marketing & Promotion

Preparing and distribute media releases and promotional materials; website maintenance and development, database maintenance,

#### Creation & Coordination of a Master Calendar of Events

#### Financial and Business Operations

Bookkeeping/receivables/payables; payroll; office procedures and computer operations; correspondence; maintenance of equipment & supplies; handling service & insurance contracts approved by the Board; legal filings approved by the Board; expending funds within the DCA approved budget; up to an amount authorized by the Board.

Education, including serving as liaison to schools, Board members and other agencies planning in-school programs; recommending and implementing appropriate education initiatives.

Fund Raising, as necessary and appropriate to maintain fiscal stability of SGLS, including grant writing activities; solicitation of business and individual contributions; program advertising; concert sponsors; planned giving campaigns and procedures.

Reporting Functions: the Executive Director shall regularly keep in contact with the President and prepare monthly reports for the Board. The Executive Director is subject to the supervision of the Executive Committee of the Board

PROGRAM DIRECTOR

DEVELOPMENT DIRECTOR

Search process



## FUND DEVELOPMENT

The Development Director will coordinate all fund development activities.

### Events:

Events will be planned and run by the "Bohemian Society" - a group of people that are not only good at planning events but enjoy it! The Society will develop more frequent events that involve the whole community (not just the artists) as a way for fund raising.

The event calendar will be planned for the entire year, considering:

- Frequency
- Event size
- Market segment
- Date conflicts
- Date tie – ins / Third Friday, Art Fair, Downriver Cruise, galleries, etc

### Possible event themes:

- Grand opening
- Salute to Excellence
- Annual Golf Outing (\$5000 / outing)
- Cabaret Night – in conjunction with CultureFest
- Wine Tasting
- Mardi Gras / Holiday event Mystery Dinner
- Poker Tournament (\$3000 in three day event)
- Reverse Raffle - (\$7000) - silent auction / dinner
- Theme Art Auction - (\$20,000 was raised in a previous auction). Artists paint/decorate an object and donate it to the DCA.

### Membership:

Corporate Memberships – create different membership levels, and aim higher. There are arts councils with membership levels up to \$5000. The higher level membership can provide those persons/businesses advertising opportunities in the arts community and some of the events we host annually. Direct solicitation is probably the best way to get these higher memberships ~ this can also be something presented to the new members at the time of their enrollment.

We could also create a recognition gift (a pin or plaque possible designed by a local artist each year) that certain membership levels would receive.

Keeping up on renewing memberships - having a system in place that a staff member can follow up on memberships monthly to ensure our renewal rates is up. Currently our membership is at the following ~ 252 totally (183 Current & 69 past due). The revenue generated from this totals ~ \$17320. The goal for 2010 should be 500 members.

## Donations :

Form a committee whose focus is collecting donations through out the year for our "regional arts center".

We could also seek donations for name plates on the seats in the theater area (similar to what DYPAC did with their theater) as well as bricks and things of that nature in the masonic.

Direct Contribution program ~ Direct solicitation of donation through non-members at events. We can create tri-fold type brochures that have a detachable envelopes for donors to send in their contributions.

## Grants:

Research and pursue new grant and funding opportunities. Investigate joining the Strategic Alliance for possible Southeast Michigan Community Foundation grants.

## PROGRAMS

The Program Director will develop and coordinate all program related activities. Programs will be designed to evolve the Center into a “destination” attraction with multiple uses, such as:

- Meeting/event space,
- Multiple gallery/exhibition spaces
- Design education and production facility
- Artist studio rental spaces (6 -7 on lower level)
- Community meeting space
- Traditional arts (painting, drawing, sculpture, etc.)
- Theater/dance/musical education, rehearsal and performance facility
- Film viewing space
- Digital Arts education and production facility
- Ceramic Arts education production facility
- Craft (i.e., glass, metal and wood working, textile arts, knitting, beading, etc.) education and production facility
- Gift shop (to feature local and regional work)

### Gallery

The gallery operation ran well except that attendance was not what was hoped. The Center should have a positive impact on attendance. The same model (committee, RFP, frequency, etc) should be followed at the Center initially.

### Resident theater troupe – experimental theater

Along with providing a valuable program, a resident theater troupe will feel an ownership stake in the performance space and will contribute to developing it. There is a large community theater network in Downriver, but they all do fairly “traditional” theater. The Center’s resident troupe should focus on experimental theater, and should have several age brackets that work individually and perhaps jointly.

### Dance

Board member Joy Squire has offered to run a dance studio at the center, which would also be a revenue stream.

### Subscription series

### Friday Jazz

## EMPHASIS ON EDUCATION:

In addition to supporting the traditional arts (e.g., painting, sculpture, etc), and in furtherance of its economic development goals, the Center will seek to build support and programming in the digital arts: audio recording, digital video production, web and other graphic design and on-line arts related activities. As envisioned by the DCA, the Center will eventually house digital recording and video facilities and offer education

and the opportunity to use these facilities to youth and artists working in such media. The Center will also make extensive use of its own website and web-based social networking opportunities to host the digital works generated by students and digital artists. This will enable the Center to be a magnet for youth and the “digital” generations of Downriver residents who are now in their twenties and beyond.

Develop the planned expansion of programs and services, e.g., lectures, musical and other performances; film and literary events, scheduling and hosting community group meetings.

Activities: Continue with current schedule of gallery exhibitions, opening receptions; expand roster of classes and workshops (including master classes by visiting artists in every media and performance genre); continue and expand all of the DCA’s liaison and partner relationships with arts and cultural groups and educational institutions in the downriver area; continue scholarship program.

Continue the DCA’s outreach programs to Downriver schools and provide in-service training opportunities for educators.

Begin to hold regular arts community meetings to obtain input for the Center’s direction and growth as well as enhance involvement. This would include an annual art “summit” of all arts organizations to plan arts development strategies for the downriver communities.

### **DCA CULTURAL ORGANIZATION PARTNERS/NETWORK**

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Downriver Community Voices  
Downriver Poets & Playwrights  
Downriver Youth Performing Arts  
Center (DYPAC)

East River Folk Society  
Embroiderers’ Guild  
Seaway Chorale & Orchestra  
Southgate Community Players  
Southern Great Lakes Symphony  
Spirit of Detroit Heritage Chorus –  
Sweet Adelines  
Town & Country Handweavers  
Vocal Arts Ensemble of Michigan  
Wordsmith Guild

The majority of these organizations have a need for space to accommodate meetings, exhibitions, small performances, and fundraising events. Many of the organizations rely on the DCA to assist with these needs and to serve as a point of contact for their special activities. The DCA works closely with the organizations to ensure their needs are met. The Center is envisioned to be available for various uses to all these groups and others as part of its arts and cultural support mission.

## **MARKETING**

Develop marketing and outreach programs to promote the facility and its activities and programs therein, emphasizing regional impact and gaining the support and participation of all Downriver communities; expand membership program and increase membership revenues.

Continue and expand liaison activities with other arts and cultural groups and related organizations, as well as other Downriver communities and business entities;

Begin to develop web presence; commence building digital recording and video studio and educational and service opportunities in this area.

## **ADMINISTRATION**

Leases  
Accounting  
Scheduling / building access  
Communications  
Office functions

## STUDIO LEASE



## PHYSICAL PLANT

The facility manager shall be responsible for developing detailed policies and procedures for:

### JANITORIAL

#### Daily

- Clean & stock restrooms
- Check kitchen
- Empty refuse containers
- Sweep / mop as needed
- Check elevator

#### Weekly

- Sweep all floors
- Clean offices
- Clean elevator
- Check appliances
- Replace light bulbs as needed

#### Monthly

- Clean auditorium
- Clean appliances

#### Annually

- Clean windows
- Clean / treat floors as required
- Paint as required

#### Special Events

- Restore building to condition prior to event

### MAINTENANCE / REPAIR

Develop list of approved contractors with City for repairs that cannot be made by building staff

#### HVAC

- Check filters
- Check thermostat operation
- Check humidifiers

#### Plumbing

- Check water heaters
- Check for leaks
- Flush drains

#### Electrical

- Check breaker operation
- Check appliances

#### Fire suppression

- Check fire extinguishers

#### Elevator

- Contact elevator company
- Kitchen equipment

- Building exterior

## SECURITY

- Daily

  - Check all doors & windows

  - Set alarm

- Special events

- Leased spaces

- Key control

  - Develop key schedule for every lock in building

  - Develop policy for key distribution

  - Maintain database of keyholders

- Alarm

- Emergency procedures

## OPERATIONS

- Opening / closing

- Scheduling

- Set up

- Kitchen

# WYANDOTTE CENTER FOR THE ARTS FACILITY USAGE POLICY

## INTRODUCTION

The Wyandotte Center for the Arts (hereinafter referred to as the **Center**) is operated by the Downriver Council for the Arts (hereinafter referred to as DCA) for the primary purpose of serving the Downriver arts community. The Center is intended to serve the community in three ways. First, it is intended to create opportunities for community artists to showcase their skills. Second, it is intended to serve as a cultural resource for the community. Third, it is intended to serve as an educational facility

*This Facility Usage Policy* is part of the *Facility Usage Agreement* for the Center and the rules herein listed must be adhered to absolutely by Lessees of the Center. The aforementioned *Facility Usage Agreement* and this *Usage Policy* are the only agreement between the parties relative to the Center and no oral statements or prior written matter shall have any force or effect. In addition, users of the Center are subject to all applicable federal, state and local laws, ordinances and statutes. Each permit to use the Center shall be considered a one-time contract and no obligation on the part of the Center for continuing or recurring use shall be construed. It shall be the responsibility of the Lessee to completely inform the proper agents or employees of Lessee concerning these rules and regulations. For clarification of individual rules, call the Center Operations Manager.

## SECTION I USAGE OF THE CENTER

The facilities of the Center are available for use to all individuals, organizations and corporations on a non-discriminatory basis under the terms and conditions set forth in this *Facility Usage Policy*, and pursuant to a fully executed Facility Usage Agreement. Usage of the Center must be compatible with the educational and community service goals of the Center and in accord with its public image. Until firm commitment is made by a fully executed *Facility Usage Agreement*, Center use of facilities will be given priority.

### FACILITY SCHEDULING

Priorities for the use of the Center are assigned in the following fashion:

1. Member Usage: Highest priority will be assigned programs produced by Center Member Organizations (such as plays, concerts, and recitals.)
2. Center Usage: Use of the facility by the Center to provide professional entertainment and cultural enrichment.
3. Community Usage: (1) Use of the facility by schools, governmental units, non-profit organizations and service clubs located in the County that are educational, cultural or recreational. (2) Use of the facility organizations involved in profit-making activities. (3) Use of the facility by individuals. the County organizations and individuals will be given priority over those from out-of-county.

The Center Executive Director shall be the final authority on all matters related to scheduling priority.

## **APPROVAL OF FACILITY USAGE & USAGE AGREEMENT**

Sponsors should check with the Center Operations Manager for tentative approval and holds on date desired for program. (Please note we will accept tentative dates for the next year beginning on March 15.) The representative of the sponsoring organization and a management representative will discuss in detail the programming involved. If usage is acceptable under operating policies, management will prepare an estimated cost of the program and prepare and send to the sponsoring organization copies of the Facility Usage Agreement for signature. All copies are to be returned to the Center, who will then counter-sign the agreement and return one copy to the sponsoring organization. The Center reserves the right to withhold the use of its facilities in any case where in its judgment there is an unacceptable risk of personal injury or damage to Center property, or the use is inconsistent with Center policies or the intended purpose of the facility. The Center may refuse to rent the facility to any organization or individual.

## **PROGRAM APPROVAL**

Any program, exhibition or performance deemed to be in conflict with the policies of the Center or with the regulations and laws of the federal, state, county, city governments will be reviewed by the Executive Director, or his designee, for content. The Center may request that such parts of the exhibition or performance be removed or re-written to the extent necessary to remove the offensive portion of the program. It is understood that the Center Executive Director, or his designee, must review all performance contracts to see that requirements are not contrary to Center policies before the contract is signed.

## **SECTION II FACILITY USAGE CHARGES**

Fees will be charged for the use of facilities, equipment and personnel on the basis of the attached schedule, *Appendix A*. Since the Center is designed as an arts facility and its mission statement is clear as to its primary usage, the Center will maintain, a relationship with community arts organizations which allows for flexibility in scheduling and usage fees.

## **NON-PROFIT RENTAL RATES**

Non-profit, tax exempt cultural organizations shall submit to the Center Operations Manager copies of tax exemption certificates to be eligible for non-profit rental rates. Such certificates must be submitted with return of *Facility Usage Agreement*. Such certificates will be kept on file by the Center, although management may require refiling from time to time.

## **ADVANCE DEPOSITS**

A non-refundable deposit to be determined by the Center management will accompany the signing of the *Facility Usage Agreement*. Should this program be canceled, the deposit will not be returned to Lessee. However, should the cancellation be for reasons beyond the control of the sponsor and the program can be re-scheduled within the framework of the Center's schedule before the end of the fiscal year, or within six

months after the original date scheduled, whichever is sooner, fifty percent (50%) of the advance payment may be applied to a new date.

### **DAMAGE PAYMENTS**

The Lessee shall be liable for any loss or damage to the Center, the Center equipment, equipment belonging to professional talent brought in by the Lessee, or equipment rented or leased by the Center on behalf of the Lessee. A Certificate of Insurance may be required. If extra cleaning is required over and above the normal as determined by the Executive Director, or his designee, after usage by a Lessee, Lessee shall be charged accordingly.

### **NON-PRODUCTION RELATED ACTIVITIES**

Non-production related activities (NPRA) are requirements placed on the Center, its equipment and employees by the Lessee when it is necessary to commercially or professionally record or broadcast rehearsals and performance. Lessee will be charged an additional ten percent (10%) of rental rate if program is recorded or broadcast. (Note: Recording of program rehearsals with home video equipment is not subject to NPRA charges. However, sale of recorded program is subject to all rules and fees related to novelty sales in the Center.)

### **OUTSIDE SERVICES SURCHARGE**

The Center will levy a ten percent (10%) handling charge on goods and services (other than labor) procured by the Center on behalf of the Lessee.

### **TICKETING & BOX OFFICE SERVICE**

The Center will provide ticket printing and/or box office service for your event subject to the fees detailed on the attached schedule, *Appendix A*. For information about box office and ticket printing service see the attached schedule, *Appendix B*. The Center reserves the right to handle public sales of tickets for all events held in the Center.

### **MARQUEE (future)**

The Marquee is available on a nonexclusive basis for promotion of your event subject to availability and fees detailed on the attached schedule, *Appendix A*. The use of the Marquee by Lessee is limited to a maximum of seven (7) days prior to your event. The Center will make every effort to keep Marquee available and in good working order. However, if Marquee is out of service for any reason, the Center will not be responsible for damages or providing replacement equipment. In the event of equipment and/or power failure, Lessee will only be charged for actual days of usage.

### **TECHNICAL PRODUCTION SERVICES**

The Center, depending on time availability and scope of the project, can offer custom design and construction services for your event subject to the fees detailed on the attached schedule, *Appendix A*. The Center has a growing number of scenic and special effect items that may be rented by the Lessee. These items include backdrops, fog machines, flash pots, etc. In addition, the Center is able to offer sound engineering and recording for your event. For more information about production services contact the Center Production Manager.

### **FINAL STATEMENT**

As soon as possible following an event (and not later than thirty (30) days thereafter), the Center will send an itemized statement for the remaining costs less any deposit and/or ticket income received by the Center. Should the ticket income be more than the remainder of the statement, a check in that amount will accompany the statement. Lessee is responsible for paying all obligations within thirty (30) days of receiving itemized statement.

#### **PENALTY FOR RETURNED CHECKS AND LATE PAYMENT**

The Center reserves the right to assess a charge for any checks returned for non-sufficient funds or other reasons. Penalty fee is detailed on the attached schedule, Appendix A. When final payment is not received as prescribed in the *Facility Usage Agreement*, a late payment service charge on the unpaid balance at 1-1/2% per month will be added to the bill. Payment not received after 90 days will be turned over to an agency for collection and Lessee will be responsible for all rental charges, interest and collection fees. The Center reserves the right to refuse rental to any person or organization who is delinquent in rental payments or has failed to make timely payments.

### **SECTION III BASIC PROVISIONS**

#### **LESSEE ACCEPTS FACILITY AS IS**

Neither the Center or its agents or employees have made representations or promises with respect to the said building or leased premises except as herein expressly set forth. The first possession of the leased premises by Lessee shall be conclusive evidence, as against Lessee, that Lessee accepts same "as is" and that said premises and the building of which the same form a part and all equipment within said building were in good and satisfactory condition. The Center will make every effort to keep its equipment available and in good working order. However, if equipment is out of service for any reason, the Center will not be responsible for providing replacement equipment.

As part of the *Facility Usage Agreement*, the Center will provide for rehearsals basic auditorium facilities including the stage, dressing areas, and audience chambers. Performances include previously listed areas and the use of the lobby. Additionally, usage includes heat and air conditioning, electrical power, water, normal pre-event and post-event cleaning, and normal Center security personnel. All additional areas of the facility and personnel are subject to additional charges.

#### **SUBLET USE OF FACILITY**

Lessee may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization. Lessee may not utilize the rented space(s) for any purpose other than that which is specified in the Agreement.

#### **RIGHT TO ENTER**

The Center building and premises, including keys thereto, shall, at all times, be under the control of the Center management. The Center staff shall, at all times, have the right to enter any and all areas occupied by the Lessee. The presence of Center staff during an event for which a *Facility Usage Agreement* has been issued does not in any way diminish the Lessee's responsibility to pay for damages to the facility or to

equipment contained in leased premises when damages occur in conjunction with the event. Lessee may, at its option and expense, request additional Center personnel for the express purpose of guarding equipment owned by or under the control of the lessee. The Center, under the terms of the *Facility Usage Agreement*, assumes no liability for the loss, theft or damage to the property of the Lessee or the Lessee's exhibitor.

### **INDEMNITY**

The Lessee shall indemnify, defend and hold harmless the Center and DCA, their officers, agents and employees against any and all liability, penalties, damages, expenses and judgments, loss or expense which may arise by reason of any damage, injury, death or claim of injury to any person including, but not limited to, Lessees' employees, patrons, guests or invitees, or property, of any nature and howsoever caused, arising out of the use, occupation and control of the leased premises.

### **PUBLIC LIABILITY INSURANCE**

Lessee shall procure and maintain in full force during occupancy of the Center, including load-in and load-out, a policy of public liability and property damage insurance with minimum policy limits of \$1,000,000 for bodily injury and property damage combined, from an insurance company authorized to transact business in Michigan. The Center, DCA and Lessee shall be named as co-insureds on said policy. The Center requires evidence of such insurance being in effect prior to the start of your event. Lessee must provide copy of insurance certificate to the Center Operations Manager no later than twenty-four (24) hours prior to start of event. The procurement of liability insurance is the responsibility of the Lessee. The obtaining of insurance shall not in any way relieve Lessee from any of the obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this *Facility Usage Policy*, regardless of the coverage mentioned in such insurance or in the terms of the policy or policies involved.

### **INTERRUPTION OR TERMINATION OF SHOW**

The Center shall retain the right to cause the interruption of any performance in the interest of public safety and/or protection of Center facilities and equipment, and to likewise cause the termination of such performance when, in the sole judgment of the Center, such act is necessary in the interest of public safety. Should it become necessary in the judgment of the Center staff to evacuate the premises because of a bomb threat, fire or for other reasons of public safety, the Lessee will retain possession of the premises for sufficient time to complete presentation of activity without additional rental charge providing such time does not interfere with another program. If at the discretion of the Center Executive Director, or his designee, it is not possible to complete presentation of the activity, rental charge shall be forfeited, prorated, or adjusted at the discretion of the Center Executive Director based on the situation, and the Lessee hereby waives any claim for damages or compensation from the Center or DCA. If event is rescheduled at a mutually convenient time, Lessee will pay normal rental charges but will not have to pay any additional fees or charges and the Lessee will hereby waive any claim for damages or compensation from the Center or DCA.

### **CANCELLATION DUE TO SPECIAL CIRCUMSTANCES**

The Center and/or DCA shall have no liability to Lessee for failure to perform any terms or conditions of this agreement if such failure is attributable to labor difficulties, strike, civil disturbances or tumult, or any other concerted activities (whether or not the conduct of any party to such dispute or controversy, or of any participant therein, is deemed or held by final order to be reasonable, lawful or unlawful), fire, accident, power blackouts and/or reduction, loss of other utilities, epidemics, war conditions, acts or regulations of public authorities, acts of God, force majeure or any other causes, similar or dissimilar, beyond the control of the Center and or DCA.

### **CANCELLATION BY LESSEE**

In case of cancellation by the Lessee, it shall be the responsibility of the Lessee to make reasonable public announcements, at Lessee's expense, as soon as possible concerning cancellation.

### **COMPLIANCE WITH LAWS**

No activities in violation of federal, State or Local laws, ordinances, rules or regulations shall be permitted on the Center premises, and it shall be the responsibility of the Lessee, while under the terms and period of this agreement, to enforce this provision.

### **PUBLIC SAFETY**

The Lessee shall neither encumber nor obstruct the sidewalk in front of, the entrance to, halls, stairs, lobbies, and audience areas, premises, nor allow the same to be obstructed or encumbered in any manner. Under no circumstances may Lessee authorize or participate in any picket or protest on Center property during the duration of the Center facility usage agreement. Stage areas in use pose unique dangers to anyone not familiar with the technical aspects of the production. For this reason, patrons or other non-stage personnel are to be discouraged from being on stage or in the wings at all times.

### **FIRE SAFETY CODES**

Lessee agrees not to bring onto the premises any material, substances, equipment, or objects which are likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to College property. The Center shall have the right to refuse to allow any such material, substances, equipment or object to be brought on the premises and the further right to require its immediate removal from the facility. All sets, costumes, props, flashpots, laser lighting equipment, and any other materials used by the Lessee must conform to all existing fire and safety codes. No flammable materials shall be permitted as decorations. Open flames and gasoline vehicles are not permitted. The safety of all scenery, decorations, and equipment must be approved by the Center Production Manager. The Production Manager has the right to refuse any and all scenery, decorations, and equipment if he/she feels it is unsafe.

### **LICENSE/PERMITS/COPYRIGHTS**

The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by this Agreement. The Lessee will 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 the event. Lessee agrees to indemnify, defend and hold harmless the Center and DCA from any



claims or costs, including legal fees, which might arise from the questioning of use of any such material described above. The Center may require evidence of such licenses being in effect, such as ASCAP, BMI and SESAC, etc.

### **OBJECTIONABLE PERSONS**

The Center reserves the right to eject or cause to be ejected from the premises any objectionable person or persons. The Center, DCA or its staff shall not be liable to the Lessee for any damage that may be incurred through the exercising of such right by the Center management. The term "objectionable persons" shall include (but not be limited to) persons who by virtue of disorderly conduct, disruptive behavior, violation of the Center policies, city, state or federal law, making the normal and proper conducting of business or an event or the enjoyment by others of the event difficult or impossible.

### **HOLIDAY CLOSING OF FACILITY**

The Center will be closed the following days:

New Years Day, Easter, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

Facility Usage scheduled during holiday weekends are subject to overtime compensation for personnel. If applicable, the Center will inform Lessee of overtime compensation prior to execution of the *Facility Usage Permit*.

### **RIGHT TO ALTER FACILITY USAGE POLICY**

The Center may amend or delete any and all of the articles and/or sections of this *Facility Usage Policy* at any time without prior notice.

## **SECTION IV HOUSE PERFORMANCE**

### **LESSEE REPRESENTATIVE**

At the time of execution of the *Facility Usage Agreement*, Lessee will furnish to the Center the name, address, and phone number's of the Lessee's representative. This representative will then be the sole person authorized to make decisions or to negotiate with the Center management. This representative, who must be present at each performance, will be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the Center staff. This representative will be fully authorized to act for and execute documents on behalf of the Lessee.

### **CENTER REPRESENTATIVE**

The Center will furnish at each performance a House Manager and/or Event Manager to supervise the overall theater operation. The authority of the House Manager and/or Event Manager, in coordination with Lessee, is absolute with regard to times of opening the Lobby, the House, start of program, length of intermission, safety of staff and audience, and protection of the facility.

### **HOUSE SEATS**

The Center reserves for its exclusive use ten (10) tickets for each performance. The location of these tickets will be determined prior to tickets being released for sale to the

public. Tickets will be distributed at the sole discretion of the Center Management; provided however, that tickets will not, under any circumstances, be sold by the Center without prior permission from and proper credit to the Lessee involved. There will be no charge for the use of these tickets insofar as the tickets are to be deemed a part of the base rental consideration. The issuance of press passes and other complimentary tickets shall be the responsibility of the Lessee. On percentage engagements, the Center shall have prior right of approval on all complimentary tickets in excess of five (5) percent of the house capacity.

### **PERSONNEL**

The Center will arrange for, at Lessee's expense, ushers, box office personnel, ticket takers; stage and technical crew and any other personnel deemed fitting and necessary. The staff needed for the operation of the Center for any program will be determined by the Center management and supplied as needed. The per hour labor costs as listed on the attached schedule, *Appendix A* are for a maximum of eight (8) hours per day. Hours worked in excess of eight (8) hours per day or thirty-seven and one-half hours (37 1/2) in a week will be subject to overtime at a rate of time and one-half the normal hourly rate. Facility Usage during holiday periods is subject to overtime compensation. the Center Operations Manager will discuss overtime rates with Lessee prior to execution of *Facility Usage Agreement*. Lessee may, with advance approval and subject to certain conditions, may provide their own ushers , stage and technical crew who will work under the direction of Center staff

### **CAPACITY**

A larger number of persons than can safely and freely move about in the authorized areas shall not be admitted to the facilities. Determination of this number shall be the decision of the Executive Director in accordance with state and local law.

### **FACILITY OPENING**

Lobby doors open to the public for all the Center programs one hour prior to performance time stated on the *Facility Usage Agreement*. Auditorium doors will be opened to audience approximately thirty (30) minutes prior to curtain time. Any alteration of this policy must be arranged in advance with the Center Operations Manager.

### **LATE CLOSING HOUR**

*The Facility Usage Agreement* will contain the latest closing hour for the event. At this hour, the Event Manager will decide whether to clear the Center and close the building or allow the event to continue. If the event is allowed to continue after this time, the Sponsor will be responsible for payment of not only the extra wages for the stagehands and security, but also (\$100.00) for each one-half hour or portion thereof for which the building must be kept open.

### **OPEN REHEARSALS**

Any rehearsal at which more than fifty (50) non-production personnel are in attendance will be considered a performance and an additional rental fee may be charged.

### **CONCURRENT USE**

The Center reserves the right to rent other parts of the Center at the same time as the rental of said premises to the Lessee. The Lessee acknowledges that the Box Office may, at the option of the Center, be open to the general public at all times the Center is open.

### **PUBLIC AREAS**

Lessee agrees to abide by the discretion of the House Manager concerning activities, dress, etc. of those persons acting in behalf of the Lessee in public areas.

### **SEATING FOR THE PHYSICALLY CHALLENGED**

Equipment is not allowed in spaces designated for wheelchair seating. Lessee is responsible for making immediate adjustments when disabled patrons request seating in accessible seating areas,

### **LATE SEATING**

In an effort to make all programs more enjoyable for both the audience and the performers, late seating will only be permitted during appropriate breaks in the performance. Any exception to this rule will be made only by the House Manager in coordination with the Lessee.

### **SEATING ON STAGE**

The Lessee will not permit or cause to permit seating on the stage, stage wings or in the aisles. The sole exception to this restriction is when the audience is a planned and integral part of the action. Such action must be approved in writing by the Center Production Manager.

### **SMOKING**

SMOKING IS NOT ALLOWED IN THE CENTER. Smoking on stage is allowed only when specified in the script. The Center Production Manager must be notified at least two days in advance of the event if the script calls for smoking or use of any fire, so that he may institute the necessary fire precautions. Any infraction of smoking regulations are prohibited by law.

### **ANIMALS**

Animals, other than seeing-eye dogs, will not be allowed in the Center for any reason other than for use in a production as required by a script. Animals used in performance may be brought into the Center only during actual rehearsal or performance, and then only with the prior written approval of the Center Operations Manager.

### **COLLECTIONS**

No collections, donations or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the Center premises without the prior written permission of the Center Operations Manager.

### **PAGING**

It is further understood that the control of all paging in the Center will remain in the hands of the Center management. Paging for members of the audience will be done only on an emergency basis.

## **CAMERAS**

In order to show courtesy to the audience and the artists, cameras shall not be permitted in the Center at program time. Exceptions to this rule may be made, but in such cases advance arrangements must be made and mutually approved by the Lessee and the Center Operations Manager.

## **LOST ARTICLES**

The Management of the Center shall have the sole right to collect and to have custody of articles left in the Center by persons attending events presented in the Center. Lessee and any other persons in a Lessee's employ or control shall not collect nor interfere with the collection or custody of lost articles. All lost articles will be released for storage on the morning of the first business day following the performance. Where lost articles can positively be identified to be the property of the Lessee or its employees or others under its control, the Center Management will make every effort to reunite lost articles with their owners; provided, however, that the Center will not be responsible for incurring any costs for shipping lost articles to the owners. After a reasonable period of time (not less than thirty days), all unclaimed articles shall become the property of the Center to do with or dispose of as its representatives shall deem fit.

## **PARKING**

It is further agreed and understood that the Lessee, its agents, employees, and patrons will be subject to all local and state regulations existing as of the date of the event concerned. Parking adjacent to the Center is limited. Vehicles parked in the loading area must have a Center *Loading Permit*. Only vehicles used for transportation of scenery, equipment, props, etc, will be allowed to park in the loading area. Such permit is available from the Center Production Manager.

## **FOOD AND BEVERAGE**

Food and beverage is forbidden in the Center except as follows:

- A. Food or beverage consumed on stage as called for in the script.
- B. As part of an approved event in a designated part of the Center.
- C. In the lobby and lounge when dispensed from the Center operated or approved concessions.

## **CONCESSIONS**

The Center reserves and retains to itself the right to operate, license or permit others to operate, during the period of this Agreement, any and all concessions including, but not limited to sale of food, beverages and other merchandise at or in the Center not specifically granted in writing to the Lessee.

- A. The Center reserves the right to use such areas as are, in its opinion, necessary for such concessions.
- B. The Center will determine which concessions will be in operation during the period of the Agreement.
- C. No free samples of food, beverage or any product may be given away or distributed without prior written permission of the Center.
- D. When permission in writing is granted to Lessee to operate a concession of any kind, the Center will receive 20 percent (20%) of all gross sales. Sales are not allowed in auditorium areas and under no circumstances may sales be made with loud "hawking".

## **NOVELTY SALES**

With prior written permission from the Center Operations Manager, Lessee may sell or authorize to have sold on its behalf during the event, these items to include but not limited to, programs, books, photographs, audio or video tapes, records, posters, T-shirts, sweatshirts, flowers, or other souvenir items related to the event. The granting of a *Facility Usage Agreement* is not to be deemed the granting of permission to vend or have vended these items.

Each approved vendor agrees to pay the Center, in return for granting of permission, a commission of twenty percent(20%) of gross sales for commercial vendors and fifteen percent (15%) for non-profit vendors, such commission to be calculated on the total gross sales for each performance. The commission will be due and payable in cash immediately subsequent to the close of sales for each period. The Center reserves the right to negotiate with Lessee a flat fee for sale of novelty items. In the case of a vendor who is taking orders and may or may not be making any cash transactions during an event, a flat fee may be negotiated with the Center Operations Manager in advance of the event.

The price to be charged for each item to be sold must be clearly displayed and all displayed items must be offered for sale. Each vendor is individually liable for the reporting and payment of all applicable taxes for sales made in or on the premises. The Center reserves the right to refuse permission to sell, rent or otherwise distribute any item which does not directly relate to the presentation of a specific event for which a Facility Usage Agreement has been issued, or any item which in normal use or misuse may cause damage to the Center, its employees or patrons. The sale of helium balloons must be approved in advance by the Center Operations Manager. Note Lessee will be charged for removal of stray balloons.

## **DISTRIBUTION OF LITERATURE**

Lessee is granted a Lease for the purpose described in said Lease. The inclusion into the event programs of or the handing out or display of any literature, pamphlets, flyers, etc. not directly pertaining to the content of or personnel in the performance (other than standard commercial advertising) is not permitted without first obtaining written permission of the Center Operations Manager.

## **DISPLAYS**

Displays may be located in the Center lobby only with the advance approval of the Center Operations Manager. Such displays may not be taped, nailed, stapled, tacked or otherwise fastened to any part of the building. Any violation of this policy will be subject to damage and/or cleaning charges. The Center may supply easels, standards, and display equipment as available; additional equipment must be supplied by the Lessee. Displays may be limited so as not to interfere with crowd movement, the Center signs or displays. Any unauthorized advertising materials will be removed.

## **FUTURE ATTRACTIONS**

The Center reserves the right to distribute promotional material concerning its own programs, or any general program held in the Center. Any material other than that noted above must be related in the event in process or a future event to be presented by the Sponsor, and must be approved in advance by the Executive Director. It is

understood that during the period following the opening of the exterior doors through the closing of said doors after the conclusion of any program only the Center or DCA Management has the right to distribute material in the Center or the areas around the entrances.

## **SECTION V PUBLICITY & PROMOTION**

### **PUBLICITY/MARKETING REPRESENTATIVE**

The Center Marketing Coordinator may be available to offer advice on how to publicize your event. Lessee shall provide the Center Operations Manager with the name of the person chiefly responsible for publicizing the event and a telephone number at which that person can be reached during regular office hours.

### **CORRECT ADVERTISING COPY**

The Lessee agrees that all advertising and publicity newspaper, radio, television, posters, heralds, flyers, brochures, public service announcements, press releases shall correctly identify the Center as follows:

WYANDOTTE CENTER FOR THE ARTS  
81 CHESTNUT  
WYANDOTTE MI 48192

### **PROMOTION/PUBLICITY**

Lessee agrees to withhold all publicity and promotion of Lessee's event until tickets are available for sale or a date is established when ticket sales will begin and all publicity and promotion can indicate such date. Release of information prior to availability of tickets or failure to designate the specific date that tickets are to go on sale may result in additional charges for the Center Box Office services.

### **ADVERTISEMENT OF TICKET SALES**

All media advertisements for events to be held at the Center must include the location of ticket sales. Lessee has the right to use the Center Box Office telephone number in advertisements only when, tickets are sold at the Center Box Office. the Center Management reserves the right to review and approve all advertisements and announcement copy that relates to the use of the Center Box Office telephone number.

### **USE OF CENTER LOGO**

Under no circumstances may Lessee use the logo of the Center without advance written permission.

### **SHOW PROGRAMS**

Lessee is encouraged to print and distribute an event program. Information regarding house operations and regulations MUST be included in your program. (the Center will provide camera ready copy or, at Lessee's expense, printed copy suitable for insertion in program.) Should the Lessee decide not to provide a printed program, the Center will provide an adequate supply of printed material containing such safety information for

distribution to the audience. The cost of the printed material will be born by the Lessee based on the fees listed on the attached schedule, *Appendix A*.

## **SECTION VI TECHNICAL**

### **STAGE REQUIREMENTS**

At least one month prior to the presentation, all stage requirements shall be presented to the Center's Production Manager and discussed with him/her at this time. The Center is equipped as far as sound, stage, and projection equipment is concerned. Unless advance arrangements are made with the Production Manager, based on program needs, only this equipment will be used and will be operated by the Center personnel. After examining an event's requirements, the Center Production Manager will determine the resources required and the number of personnel needed for the event.

### **STAGE CREW**

In order to protect the Center facility and equipment, all events will use the Center in-house stagehands. Lessee, upon written approval of the Center Production Manager, may provide additional stagehands at Lessee's own expense. It is the policy of the Center Management to protect the facility and safety of all persons in the facility to determine minimum standards of performance by outside stage crew personnel. Nothing in these policies and procedures should be interpreted so as to prevent Lessee from requiring higher standards from outside stage personnel. Lessee's personnel shall not be deemed to be employees or contractors of the Center. Lessee shall be responsible for paying for all damage which may be caused to the center due to a negligent act on the part of any member of the stage crew other than the Center's stagehands.

### **CREW BREAKS**

It is required that all working crews be given a one (1) hour meal break after every five (5) hours of work. If the break is not provided, a meal must be provided at the expense of the Lessee. Menu and time of meal will be determined through coordination with the Center Production Manager and the Lessee.

### **BROADCAST RIGHTS**

The Center reserves all rights and privileges for outgoing radio and television broadcast originating from the Center during the term of this agreement. Should the Center grant to Lessee such privilege, the Center has the right to require advance payment of any estimated related costs to the Center and may also require payment for said privilege in addition to rental fee. Such permission must be obtained in writing thirty (30) days in advance of broadcast or event date whichever is sooner. The procedure for obtaining permissions shall be as follows:

1. Lessee must sign *the Center Recording / Broadcast Agreement*. The Center Management, including the Production Manager, must approve that the program is such that the technical aspects could be handled in the time available.

2. The Center must receive proper audio, video or written credit. The Center reserves the right to approve credit line and location.
3. A recording /broadcast release must be signed in advance by the artist or manager.

### **RECORDING RELEASE**

Lessee agrees that no recording, either visual or audio, of any kind will be made of the event covered by this agreement without prior written approval by the Center. Recording of event is subject to the same terms and conditions as detailed under Broadcast Rights.

### **ADVANCE DELIVERIES**

Materials belonging to Lessee delivered prior to contracted time will not be accepted by the Center staff without prior written arrangements. The Center makes no guarantee that space will be available to received materials arriving early. the Center will not accept any goods shipped to the Center for the Lessee, or for any person claiming to be acting for the Lessee, if any sum is to be paid the carrier upon his delivery thereof. The Center assumes no responsibility for acceptance, storage, condition, theft, or damage of goods. Approved storage of goods prior to contracted time will be subject to additional fees to be determined by the Center Production Manager. Lessee understands that any advance deliveries which must be sent to the Center must be addressed as follows:

WYANDOTTE CENTER FOR THE ARTS  
81 CHESTNUT  
WYANDOTTE MI 48192

### **LOADING ENTRANCE**

All articles, exhibits, fixtures, materials, displays, etc., relative to an event to be presented at the Center shall be brought into or taken out of the Center only at the entrances and exits as may be designated by the Center Production Manager or his designee.

### **STAGE ENTRANCE**

All personnel directly associated with the Lessee's event are to only use entrances and exits as may be designated by the Center Production Manager or his designee. Lessee must, upon request by the Center Management, provide a list of all personnel who will be authorized to use the Stage Doors during the Lessee's event. This list should be confined to only those persons actually operating in a functional capacity for the Lessee insofar as permission to enter the backstage and dressing areas. Access will be denied to relatives, friends, and all other unauthorized personnel during both rehearsals and performances.

### **UTILITY CONNECTIONS**

Unless otherwise authorized in advance and in writing by the Center Production Manager or his designee, all plumbing, electrical, telephone or carpentry work required to be done in or on the premises of the Center in conjunction with Lessee's use thereof, and all electrical current and/or additional telephone lines required for Lessee's use



shall be done or furnished by Center staff or its authorized representative for which the Lessee shall pay the Center on the basis of time and materials.

### **SOUND/LIGHTING CONSOLES**

Center regulations strictly limit the installation and operation of sound and/or lighting control consoles in the audience chamber areas. Prior consent of the Center Production Manager is required for such installations.

### **SOUND LEVELS**

Michigan Law (Section 24 of Act No. 154 of the Public Acts of 1974) limits electronic sound pressure levels to an average level not to exceed 105dBs in the auditorium, and 100 dBs peak measured at the sound mixing console and a peak of 115 dBs measured on the stage. The Center Production Manager, or his designee, will be responsible for monitoring and enforcing the decibel levels.

### **REMOVAL OF EQUIPMENT**

It is understood that the Lessee will clear the facility of all Lessee's equipment, costumes, props, etc on the night of the event. Anything not moved at the conclusion of the event will be subject to a storage rental fee. After seven (7) business days anything not removed from the facility will be: 1) Transferred by commercial movers, at the expense of the Lessee, to the address of the Lessee as listed on the *Facility Usage Agreement*, or 2), Will become property of the Center and will be discarded or stored for future use by the Center at no charge to the Center.

### **MISCELLANEOUS**

1. The Center furniture, planters, or equipment may not be removed or repositioned,
2. Helium balloons are not permitted. Exceptions may be made with management approval for balloons that would be securely attached. Please note Lessee will be charged for retrieval of any stray balloons.
3. Decals and stickers with adhesive backing may not be distributed on the premises.
4. Use of the Center telephones are subject to advance approval and additional charges.

# APPENDIX A - USAGE FEES

This form is to be considered part of, and used in conjunction with, the Center for the Performing Arts Facility Usage Policy. Rehearsal rental rate includes basic auditorium facilities including the stage, dressing rooms, and audience chambers. Performance rental includes areas listed above and usage of the lobby. All additional areas of the facility are subject to additional charges. Please note all rentals are subject to both facility and personnel charges. Rates are at list price. Center Member organizations, and other organizations as approved by the Center shall receive a discount to be determined by the Center from the list prices shown below.

## FACILITY RENTAL RATES

### MAIN AUDITORIUM

Monday - Thursday Rate (Includes 8 hours in facility; additional time charged as listed below)  
\$1,000.00 Guarantee or 10% of Gross

Friday - Sunday Rate (includes 8 hours in facility; additional time charged at rate listed below)  
\$ 1,500.00 Guarantee or 10% of Gross

Monday - Friday 8:30 am - 4:30 pm \$ 100.00 per hour  
Monday - Friday after 4:30 pm and Weekends 200.00 per hour

### GALLERY / LARGE MEETING ROOM

Monday - Thursday Rate (Includes 8 hours in facility; additional time charged as listed below)

\$500.00 Guarantee or 10% of Gross

Friday - Sunday Rate (includes 8 hours in facility; additional time charged at rate listed below)  
\$7500.00 Guarantee or 10% of Gross

Monday - Friday 8:30 am - 4:30 pm \$ 75.00 per hour  
Monday - Friday after 4:30 pm and Weekends 100.00 per hour

A special rate may be negotiated with the Center Operations Manager when Stage II is used in conjunction the Main Auditorium.

### AUXILLARY ROOMS

\$50.00 per hour

### STUDIO SPACES

Studio spaces are governed by separate lease agreements.

### LONG TERM USAGE

The Center, at its discretion, may make certain areas of the center available for an extended term. Such usage is also bound by the terms and conditions of this *Facility Usage Policy*

## PERSONNEL LABOR RATES

Production Manager	\$ 35.00 per hour
Stage Hands	\$ 12.00 per hour
House Managers	\$ 9.00 per hour

Time in excess of 8 hours per day, 40 hours per week, or holidays are subject to overtime

## BOX OFFICE SERVICE & MARQUEE RATES

### TICKET PRINTING

- Ticket Printing - General Admission (To be determined)
- Ticket Printing - Reserved Seating (To be determined)

### BOX OFFICE SERVICE

- General Admission Seating (To be determined)
- Reserved Seating (To be determined)
- Additional weeks of Box Office Service (To be determined)
- Credit Card Usage Fee (To be determined)

MARQUEE - (To be determined)

## PRODUCTION SERVICE & EQUIPMENT RATES

Custom Design & Production	P.O.A.
Piano Tuning	\$80.00 per tuning
Audio Recording	\$50.00 per hour + materials
Acoustical Ceiling	\$100.00 per day
Wireless Microphones	\$50.00 each per day
Flash pot System	\$50.00 per day + materials
Dry Ice Fog Machine	\$50.00 per day + dry ice
Diffusion Fogger	\$50.00 per day + fog fluid
Chemical Fog Machines	\$20.00 each per day + fog fluid
Strobe Light	\$20.00 per day
Color Changers	\$20.00 each per day
Scrim	\$50.00 per day
Painted Backdrops	\$100.00 each per day

## **APPENDIX B - BOX OFFICE SERVICES**

### **TICKET PRINTING AND BOX OFFICE SERVICE**

The Center will provide computerized ticket printing and box office services for your event subject to the fees detailed on the attached schedule, *Appendix A*. The Center will provide the only box office service for events held in the Center.

### **TICKET REPRESENTATIVE**

- A. Lessee will furnish the Center Operations Manager, the name, address and phone number of Lessee's ticket representative. The ticket representative will then be the sole person to deal with box office personnel of the Center and be allowed to observe performance audits.
- B. If Lessee must change ticket representative, the Center Operations Manager must receive written notification of the change not later than eight (8) hours prior to such change.

### **BOX OFFICE HOURS**

The Center Box Office hours will be Monday - Friday, 10:00am to 6:00pm on non-performance days; ninety minutes before show and one half hour after curtain on performance nights.

### **BOX OFFICE SERVICE**

Box service includes printing and sale of tickets. The Center Box Office will sell tickets for your event to the public by phone, mail, and in person at the Box Office. Tickets will be sold for up to five weeks prior to your event. Additional weeks of Box Office services are available for an additional fee. Ticket sales will be conducted during normal business hours prior to your performance. Fees for box office service are detailed on the schedule, *Appendix A*.

### **TICKET PRINTING SERVICE**

We can provide both reserved seating and general admission style tickets. Fees for ticket printing are detailed on the schedule, *Appendix A*.

### **MANDATORY MEETING**

Ticket Representative must meet with the Center Box Office Manager and complete appropriate authorization forms at least two (2) weeks before tickets go on sale or are announced to the public. The granting of a *Facility Usage Agreement* is not to be deemed the granting of permission to sell tickets.

## **TICKET PRICES & EVENT DESCRIPTION**

Lessee agrees to provide in writing all information needed to design and print tickets to the Center Box Office Manager during initial meeting. Such information will include name of show, date, time, prices, discounts, and a short and accurate written description about the show.

## **BOX OFFICE ACCESS**

Access to the Center Box Office is restricted to authorized personnel only.

## **CONSIGNMENT TICKETS**

The Center may consign tickets to Lessee for sales outside of the Center. Tickets will only be released on consignment to Lessee's Ticket Representative. Once a ticket is consigned, it is considered sold until it is returned to the Box Office. Lessee is responsible for return of all consigned tickets. Lessee will be responsible for payment for all lost tickets. Such payment, subject to approval by the Center and Lessee, may be deducted from gross ticket sales prior to event settlement.

## **COMPLIMENTARY TICKETS**

The Center reserves the right to monitor use, number and distribution of complimentary tickets by Lessee. Excessive use of complimentary tickets may be subject to a ticket printing fee. Exact number of complimentary tickets not subject to a printing fee will be detailed on Box Office Sales Agreement form. The Center reserves the right to require a written list of all complimentary tickets distributed.

## **TICKET EXCHANGES**

All exchanges of tickets by patron of Lessee will be subject to a processing fee. Patron will be responsible for payment of fee. Current fee is detailed on the schedule, *Appendix A*.

## **TICKET REFUNDS**

The Center retains the right to make determination of ticket refunds for cause, in keeping with the Center policy of retaining public faith. The Center Box Office will not provide refunds for tickets sold through outside ticket agencies or consignment. Refunds should be given where the tickets in question were purchased.

## **TICKET REFUNDS FOR CANCELLATION / POSTPONEMENT OF EVENT**

In the event of a cancellation of a contracted event for whatever reason, any fees previously paid by Lessee for using the Center Box Office in conjunction with the event shall be presumed to be damages sustained by the Center and the fees shall become property of the Center and shall not be refunded. In addition, any Lessee canceling an event for which the Center Box Office has sold tickets shall be subject to a cancellation fee which shall be an amount determined by the Center Management on a pro-rata basis according to the volume of sales and resultant refunds at the Center Box Office for the event. Subsequent to the cancellation of a contracted event, the Center Box Office will only make refunds for tickets actually sold by the Center Box Office. The cost

of making such refunds (labor, processing, bank charges, etc.) will be the responsibility of the Lessee.

### **BOX OFFICE RECEIPTS**

All receipts from ticket sales at the Center Box Office will be immediately deposited in the Center Box Office Account in the bank until the time of settlement set forth in the *Box Office Sales Agreement*. Advance withdrawals by Lessee will be allowed only when written permission is granted by the Center Director. Advance will only be given consideration only after receipts have accumulated sufficiently to cover anticipated rental and/ or additional billings. It is further understood that the Center shall be entitled to invest all money in the account prior to event settlement and any income derived from investments shall be the sole property of the Center.

### **CUSTOMER CHECKS**

The Center will not accept personal checks.

### **CREDIT CARDS**

The Center will accept credit card payments for tickets. Lessee shall pay a service charge of 4% on all credit card transactions.

### **PHONE/ MAIL ORDERS**

All phone and mail orders by Lessee's patrons are subject to the Centers normal processing fee. Check with the Center Box Office Manager for current fee. Any income derived from processing fees after postage charges are deducted shall be the sole property of the Center

### **EVENT SETTLEMENT/ AUDIT**

Performance audit will be performed immediately after the closing the Box Office on the day of Lessee's event. Lessee's Ticket Representative may observe audit if desired. Audit will be printed from the Centers Ticketing System and will detail all information about event sales. All ticket receipts less any unpaid charges will be mailed to the Lessee within two weeks of final event settlement.