



The College of The Bahamas

POLICY WITH RESPECT TO THE COLLEGE OF THE BAHAMAS PERFORMING ARTS CENTRE

POLICY NUMBER:	2010-9-1
TITLE OF THE POLICY:	The College of The Bahamas Performing Arts Centre
DATE OF ADOPTION:	September 15, 2010
COUNCIL RESOLUTION NUMBER:	NA
SUPERSEDES:	New
DATE OF IMPLEMENTATION:	Immediately
PROJECTED DATE OF REVISION:	Annual revision required: next revision August 2011
PURPOSE OF THE POLICY:	This policy provides a framework for managing The College of The Bahamas Performing Arts Centre
REVISION NUMBER:	New
ACCOUNTABILITY:	This policy is under the accountability of the Dean, Faculty of Liberal and Fine Arts, who is responsible for its implementation
ASSOCIATED PROCEDURES:	NA
RELATED POLICIES	NA
HISTORY:	New

1. Authority

This policy is under the authority of the College Council (see Article 8, The College of The Bahamas Act).

2. Overview

While College facilities and properties are utilized primarily to fulfill the educational mission of the institution, certain facilities and properties are made available for use by recognized College departments, clubs and organizations and organizations external to The College provided the purpose is consistent with the mission of The College.

3. Scope

This Policy establishes regulations for the use of The College of The Bahamas Performing Arts Centre in accordance with the mission of The College and the Centre.

4. Mission of The College of The Bahamas Performing Arts Centre (PAC)

- 4.1 To educate, captivate and inspire audiences by presenting a variety of vibrant, high-quality events and exhibitions;
- 4.2 To encourage the creative potential and enrich the intellectual and cultural life and experiences of the College and the wider community;
- 4.3 To support and drive the development of the performing arts; and
- 4.4 To inform and drive national development.

5. Definitions

Booking: signing of an Interdepartmental Agreement or Contract to use PAC on a specific day and time for a specific event.

Contract: rental agreement between the PAC and an organization external to the College to use the PAC on a specific day and time for a specific event for agreed rates and fees.

Event: when patrons are invited, have paid for, or have won the right to attend a performance, presentation, rehearsal, dress rehearsal, sound check, or audition.

Event Manager: representative selected by the Internal User or Renter to liaise with PAC staff and make decisions regarding the event.

Fees: costs associated with personnel, support and/or expertise, technical equipment, supplies or special services to facilitate events in the PAC.

Front-of-House Supervisor: College representative responsible for ensuring a safe and successful event.

Fronting: Permitting a non-COB organization to use PAC facilities under the guise that the activity is a College-sponsored event.

Internal User: any COB department, club or organization with appropriate authorization raise a GPR and provide a COB account number to which fees may be billed.

Liability Insurance: insurance that protects the public from accidents or injuries that can occur at a place of business.

Lobby: the upstairs and downstairs areas of the Administration Block (A-Block) immediately in front of the theatre entrance and the concession area.

Manager, PAC: administrative officer responsible for the day-to-day affairs of the PAC.

Open Seating: when tickets are printed/issued without seat numbers.

PAC Theatre: theatre space, dressing rooms and lobby areas.

Rental Rate: specific amount charged to Renters to use the PAC.

Renter: any group, organization, association or business not affiliated with the College.

Scheduling: the process of reserving the PAC.

6. Use of the PAC

6.1 Priority will be given to the following:

6.1.1 Cultural and intellectual events organized by COB departments, clubs and organizations (Internal Users).

6.1.2 Cultural and intellectual events organized by groups, organizations, associations or businesses not affiliated with The College (Renters).

6.1.3 Events with a broad public interest that inform and drive national development.

6.2 All events held in the PAC must satisfy The College's concern for decorum and safety.

6.3 The PAC is not available for use by individuals.

6.4 Fronting is not permitted.

7. Scheduling and Booking

The PAC Manager is solely responsible for scheduling all events in the PAC in accordance with this policy.

8. Cancellations

8.1 In the event of cancellation by an Internal User, the Internal User is solely responsible for all direct fees accrued by The College on its behalf.

8.2 In the event of a cancellation by a Renter, the Renter is solely responsible for all direct costs and fees accrued by The College on their behalf even if this amount exceeds the amount of the non-refundable, non-transferable deposit. The College reserves the right to retain:

8.2.1 fifty percent (50%) of the total rental rate if the event is cancelled in writing within ten (10) days prior to the event.

8.2.2 the total rental rate if the event is cancelled the day of the event.

8.3 In the event of a cancellation by The College

8.3.1 due to damage to the PAC or any part thereof, or if an event fails to take place as scheduled because access to the premises is prevented or interfered with by reason of

an act of nature or an emergency declared by The College's administration or governmental agency or any act or order of public authority, the Internal User or Renter waives any and all liability.

8.3.2 due to the malfunction of equipment and machinery, the Internal User or Renter waives any and all liability. The College will cover the cost of one (1) advertisement on the national airwaves to inform the public of the cancellation. The Renter shall receive a full refund of all amounts paid except for all direct costs and fees accrued by The College on their behalf.

8.3.3 all efforts must be made to reschedule the event before any refunds are processed. Direct costs and fees incurred by the PAC with initial coordination, rescheduling the event and refunding or reissuing tickets will be the responsibility of the Internal User or Renter.

9. Ticketing

9.1 Ticketing is required for all events in the PAC.

9.2 In no instance shall tickets to any event be sold nor persons admitted in excess of the seating capacity of the PAC.

10. Box Office

10.1 Only College authorized persons will be allowed in the Box Office.

10.2 For ticketed events, the Box Office will be open

10.2.1 on days and times to be agreed by the Internal User or Renter and the PAC.

10.2.2 from one (1) hour prior to start time

11. Printed and Promotional Material(s)

All promotions for any event held at the PAC are subject to preview and approval by the PAC Manager and the Office of Communication.

11. Merchandising

There shall be no sale of materials (merchandise, recordings, books, etc.) in the PAC Theatre or PAC Gallery except for items approved in advance by the Manager or his/her designee. No products shall be sold in the seating areas.

12. Event Specifics and Restrictions

12.1 All events in the PAC must occur between the hours of 8:00 a.m. and 12:00 midnight, this includes load-in and load-out of materials. Additional charges will result unless otherwise arranged.

12.2 All events must have one (1) designated person who will function as the Event Manager and who is responsible and present, at all times (setups, rehearsals, performances, etc.). Access to the theatre will be denied unless the Event Manager is present.

12.3 The College reserves the right to ask for the removal of any food or beverage from the PAC Theatre, Gallery, or other non-designated area.

13. Smoking

The PAC is a smoke-free facility.

14. Insurance and Indemnification

Renters and sub-contractors shall indemnify and hold The College of The Bahamas and its affiliates harmless from any and all claims, suits, losses, damages and expenses on account of injury to any party in connection with an event.

15. Damage

15.1 The PAC reserves the right to inspect and control all functions. Liability for damage to the premises will be charged accordingly. Replacement or repair costs for damage to COB facilities, property, equipment or other items will be assessed by The College and are the responsibility of the Renter unless otherwise determined by COB.

15.2 The College assumes no responsibility for any property or equipment brought on campus by the Internal User or Renter. The College shall be expressly relieved and discharged from any liability for any loss, damage or destruction of property or equipment that may be sustained by the Internal User or Renter.

16. Security

Internal Users and Renters will be billed for additional security personnel required for an event.

17. Safety

The College has oversight regarding event safety, including and not limited to: crowd management; worker and equipment safety; safety of performances, stunts and effects; security; emergency response; emergency egress; fire safety; catering and food preparation; and general facility management.

18. Cameras and Recording Devices

18.1 No recording equipment of any kind (including video, sound, photography equipment, or cell phone cameras) is permitted inside the PAC without prior written approval of the Manager or the Office of Communication.

18.2 Internal Users and Renters will be charged applicable labour and equipment costs if the entity providing media services requires additional set up time or has additional lighting and/or sound feed needs.

19. Front of House

19.1 A front-of-house supervisor shall be on duty whenever the theatre is occupied; this includes load-in, load-out, rehearsals and performances.

- 19.2 All aisles must remain free of obstacles; standing or sitting in the aisles is not permitted.
- 19.3 The Manager, house supervisor or his/her designee shall determine the minimum staffing requirements such as police and traffic supervision, security, event and ticketing staff, PAC representatives, etc. for all events.
- 19.4 All events in the PAC will have an appropriate number of ushers to be determined by the Manager or his/her designee. The PAC will schedule and provide ushers trained in the appropriate policies and procedures.
- 19.5 Late seating is determined by the Internal User or Renter and enforced by PAC staff. Patrons arriving late will be requested to remain outside the theatre until a suitable break in the event.
- 19.6 The PAC is not responsible for providing personal care assistance to patrons.

20. Technical and Stage Policy

- 20.1 All scenery and props are subject to inspection by the Manager or his/her designee.
- 20.2 Equipment or other property of an Internal User or Renter remaining on the premises after the expiration of the IA or Contract will be removed by The College at the Internal User's or Renter's expense.
- 20.3 Specialized sound and/or lighting will result in additional charges as determined by the Manager. Operation of the sound and lighting system is prohibited by non-PAC staff and/or designated personnel unless otherwise arranged with the Manager.
- 20.4 Events requiring extensive setup and tear down, thereby causing the PAC to be unavailable for use by other Internal Users or Renters, will be assessed additional fees depending on the extent and nature of the event.

21. Event Length

- 21.1 Reservations and agreements for events are based on a maximum event time of four (4) hours including the standard twenty (20) minute intermission.
- 21.2 Events in excess of four (4) hours (as calculated from the posted start time to completion) will be billed as two separate events with all associated rental rates, surcharges, Front-of-House services, labour, security, etc.
- 21.3 During intermissions, the house light will remain at half (1/2) or full. There are no exceptions to this policy.

22. Two Events on the Same Day

Events that involve more than one performance on the same day must be scheduled and operated in such a manner that an interval of not less than one and one-half (1 ½) hours exists between the end of one performance and the start time of the next.

23. Pre-Show Announcements

The PAC reserves the right to broadcast either a live or a prerecorded pre-show announcement prior to the start of any event for the purpose of enforcing policies or ensuring the safety of patrons and/or performers.

24. Rental Rates and Fees

24.1 A written estimate of costs will be provided to the Internal User and Renter prior to the signing of an IA or Contract.

24.1.1 Estimates should not be construed as reflecting the actual and definite costs; estimates reflect an approximation of costs based on details and information provided.

24.1.2 Final charges will reflect actual usage of College services according to the rates in effect on the date PAC facilities and/or COB services are utilized. Internal Users and Renters are responsible for all directly-related event costs.

24.2 Rates are subject to market conditions, union agreements, labour rates and operating expenses and are subject to change. Rates in place at the time of the event will prevail.

25. Fee Payment

Renters are required to pay

25.1 a twenty five percent (25%) non-refundable, non-transferable deposit at least four (4) weeks prior to the event;

25.2 twenty five percent (25%) of rental rates and fees twenty one (21) days prior to the event;

25.3 the remaining fifty percent (50%) of rental rates and fees one (1) day before the event; and

25.4 any additional costs three (3) weeks after the event.

26. Unresolved Payment

26.1 The PAC reserves the right to refuse access to the facility by a Renter if the terms of payment have not been met.

26.2 Requests to use the PAC will not be accepted from any group, organization, etc. which has outstanding past-due invoices.

27. Fee Waivers/Partnerships

The College reserves the right to reduce or waive facilities and property charges where a compelling public need or interest is served. All requests for fee waivers must be submitted in writing to the Manager of the Performing Arts Centre and will be reviewed by appropriate College officials.