Effective Date: 05/02/2014
Approval:



Medical Center of Lewisville Grand Theater

GENERAL INFORMATION:

The Community Relations and Tourism Department oversees the operation of the Medical Center of Lewisville Grand Theater (MCL Grand).

STAFFING:

- 1. An MCL Grand staff member must be present at all times of occupancy. This staff member will not be part of any tech or "running" crew. The cost of any requested additional staffing for tech or "running" crews will be billed to the lessee by the approved stage labor vendor.
- 2. MCL Grand venues are non-union stage houses. If union stage hands are required for a third-party activity due to a contractual agreement with another union, (such as Actors Equity Association), Renter may contract with the IATSE Local either in Fort Worth, Texas or in Dallas, Texas. Any contract for IA labor is separate from any contract with MCL Grand. Renter shall be responsible for the conduct and activity of IA Stage Employees. The MCL Grand staff member on duty is the final authority over all technical matters in the facility.
- 3. All additional labor beyond that which is contained in the Facility Use Agreement must be requested no later than 48 hours prior to the event.
- 4. The MCL Grand staff member on duty will be onsite no later than thirty (30) minutes before the established call time.
- 5. Additional staffing will be onsite a minimum of ten (10) minutes before the established call time.
- 6. Most labor cost has a four-hour minimum.
- 7. Meals and breaks must be scheduled into work calls for MCL Grand staff or outside personnel hired through MCL Grand. One fifteen-minute break must be given every three hours in a call longer than three hours. Meal breaks are thirty minutes, and one must be given every six hours in calls of six hours or longer.
- 8. Ushers are the responsibility of the Renter, but MCL Grand Management shall make the final determination of the number of ushers required for an event. If Renter is unable to supply the required ushers, the Management of MCL Grand reserves the right to hire an appropriate number of ushers for a three-hour minimum per individual. Any costs will be billed to Renter.
- 9. The Management of MCL Grand reserves the right to require Renter to hire security for any event. All charges for security will be billed to Renter.

10. The Management of MCL Grand will be the sole arbiter for the amount of labor necessary for events in MCL Grand venues.

LIGHTING:

Performance Hall:

- 1. The Stock Light Plot will include:
- 2. Area lighting that includes a warm and cool front light, down light and back light.
 - a. Two-color high side washes
 - b. Three-color wash on cyc
 - c. User-defined specials
- 3. MCL Grand staff or approved stage labor vendor must approve any modifications to the light plot, and a labor fee may be applied to the modification.
- 4. MCL Grand staff will perform all physical modifications to the light plot unless other arrangements have been approved in advance.
- 5. All staging, electric and sound plots must be approved by the management of MCL Grand before loadin. Any set-up deemed unsafe by the management of MCL Grand will be modified to the satisfaction of all parties. Renter shall pay all associated costs.
- 6. Lighting must be restored to the Stock Light Plot at the conclusion of occupancy. Renter is responsible for all attendant costs for accomplishing restoration.

Black Box:

- 1. The Stock Light Plot will include
 - a. Performance areas that include a warm and a cool front light, down light and back light.
 - b. User-defined specials
- 2. MCL Grand staff must approve any modifications to the light plot, and a labor fee may be applied to the modification.
- 3. MCL Grand staff will perform all physical modifications to the light plot unless other arrangements have been approved in advance.
- 4. All staging, electric, and sound plots must be approved by the management of MCL Grand before load-in. Any set-up deemed unsafe by the management of MCL Grand will be modified to the satisfaction of all parties. Renter shall pay all associated costs.
- 5. Lighting must be restored to the Stock Light Plot at the conclusion of occupancy. Renter is responsible for all attendant costs for accomplishing restoration.

Recital Hall:

- 1. The Stock Light Plot is limited to the existing architectural/event lighting system unless other specific arrangements are made in Facility Use Agreement.
- 2. MCL Grand staff will perform all physical modifications to the lighting.
- 3. All staging, electric, and sound plots must be approved by the management of MCL Grand before load-in. Any set-up deemed unsafe by the management of MCL Grand will be modified to the satisfaction of all parties. Renter shall pay the cost of any such modification.
- 4. If a lighting system is brought in for use in Recital Hall
 - a. Any rigging must be approved by MCL Grand management prior to load-in
 - b. MCL Grand reserves the right to dispose of any items left in any venue 48 hours after completion of the contract
 - c. MCL Grand and its staff are not responsible for equipment provided by Renter.

SOUND:

Proscenium Theater:

- 1. The sound system will include
 - a. One sound console
 - b. Playback units
 - c. One microphone
 - d. Speakers as installed

- 2. Additional equipment is available for rental using Supplemental Fee and Service Agreement form.
- 3. MCL Grand staff or approved stage labor vendor must approve any modifications to the sound system, and a fee may be applied to the modification.
- MCL Grand staff or approved stage labor vendor will perform all physical modifications to the sound system.
- 5. MCL Grand does not supply batteries for microphones or any other equipment.

Black Box:

- 1. The stock sound system will include
 - a. One sound console
 - b. Playback units
 - c. One Shure SM58 mic
 - d. Speakers as installed
- 2. Additional equipment is available for rental using Supplemental Fee and Service Agreement form.
- 3. MCL Grand staff or approved stage labor vendor must approve any modifications to the sound system, and a fee may be applied to the modification.
- MCL Grand staff or approved stage labor vendor will perform all physical modifications to the sound system.
- 5. MCL Grand does not supply batteries for microphones or any other equipment.

Recital Hall:

- 1. The rented sound system may include
 - a. One small sound console/mixer
 - b. Playback (CD player)
 - c. Speaker(s)
 - d. 1 microphone
 - e. Powered podium
- 2. MCL Grand staff or approved stage labor vendor must approve any modifications to the sound system, and a fee may be applied to the modification.
- 3. MCL Grand staff or approved stage labor vendor will perform all physical modifications to the sound system.
- 4. MCL Grand does not supply batteries for microphones or any other equipment.
- 5. If the sound system provided by MCL Grand is not used
 - a. MCL Grand staff will not operate equipment provided by Renter.
 - b. Any rigging must be approved by MCL Grand Management prior to load-in
 - c. MCL Grand reserves the right to dispose of any items left in any MCL Grand venue 48 hours after completion of the Facility Use Agreement.
 - d. MCL Grand and its staff are not responsible for equipment provided by Renter.

RESERVATIONS:

Reservation Methods:

All reservations shall be scheduled through MCL Grand management. No oral agreements for use of the facility shall be considered valid. No reservation will be considered binding unless a Rental Agreement Form and Facilities Use and Indemnification Agreement is completed, signed and the required deposit paid. Any person, business or organization wishing to rent the facility that has an unpaid past due balance may not book or utilize additional dates until the balance is paid.

Advance Reservations:

Any party wishing to book the facility shall complete and submit an Event Application Form (attachment A). Once the Event Application Form is received and entered into the booking system by MCL Grand staff, the reservation will be considered tentative and will be held for two weeks.

Reservation priority and rates vary based on the following classification of renters: 1) Local, 501c (3) Organizations (includes current Lewisville art grants recipients); 2) Non-Local, 501c (3) Organizations;

(3) Local-Commercial Rate Renters, and (4) Non-Local Commercial Rate Renters. Local 501c (3) organizations, arts grant recipients and companies/performers providing a priority show or program as selected by MCL Grand staff will be invited to book future events as much as 18 months in advance. In addition, city management reserves the right to block out any non-contracted date or dates it deems necessary for any reason but not limited to maintenance, training, or venue-sponsored events.

General Booking is open to all clients, occurs throughout the year and is available up to 12 months in advance of the desired date or dates. If a request is received for a date which is already tentatively booked, the new requester has two options for continuing to pursue the date. In the first option, when a prospective renter (Renter B) wishes to reserve a date that is tentatively booked by Renter A, Renter B may request a second hold be placed on that date, thus reserving that date if Renter A does not execute the required agreements and make payment. Under the second option, Renter B may issue a challenge to Renter A holding the date in question. Renter B must submit the required deposit and execute the required agreements conditional to Renter A failing to enter into the required agreements within seven business days of the challenge. Failure to do so releases the date for booking by Renter B.

MCL Grand staff reserve the right to schedule multiple same-day bookings, when the second booking does not interfere with the initial client's booking. This rule applies to multiple same-day bookings in a single space, as well as to same-day bookings in more than one space. In cases where scenic elements or technical equipment in use for the initial renter's event must be left in place, subsequent renters will be required to adapt to existing conditions. The initial renter may be asked to cooperate by ensuring a minimum amount of space is left on stage for a speaker's podium or solo musician.

Standing Reservations:

Standing reservations are not allowed in the performances spaces of this facility. Standing reservations are defined as a recurring meeting or event that occurs on the same day/date, time and space for the same or substantially the same activities, scheduled for at least four such reservations within a four-month period.

DEPOSIT:

Deposit Due:

As stated in the fee ordinance, Sec. 2.201, user shall pay a deposit of 50% of the total of rental fees at the time of signing the facility use agreement. In addition, users shall pay a \$300 damage/cleaning deposit prior to use of the facility.

Refund of Deposit:

The damage/cleaning deposit will be refunded to the responsible party based on a determination that all facets of the rental agreement are satisfied.

VIOLATIONS RESULTING IN LOSS FROM DEPOSIT:

- 1. Failure of the responsible party to attend the entire activity will result in forfeiture of deposit.
- Damage to facility, grounds and/or furnishings Costs to repair damage caused by the renter will be deducted from the deposit. The renter will be responsible for damages that exceed the deposit.

- 3. Use of facility during non-paid times Any group found in violation of using the facility during non-paid times will lose a portion of the deposit (amount specified in the fee ordinance, Sec. 2.201).
- 4. Failure to leave facility in same condition as start of rental period.
- 5. Failure to comply with the facility-specific guidelines and City of Lewisville Ordinances could result in the forfeiture all or part of the deposit.

RENTAL/USE FEES:

Per Hour Rental Rate:

See fees in the fee ordinance, Sec. 2.201

Minimum Rental Hours:

All spaces are rented in minimum six-hour blocks.

Overtime Fees:

After midnight, all hourly rates are quadrupled and charged in 15-

minute segments.

Rental Fees Due By:

Final payment of rental fees is due prior to date of rental.

CANCELLATIONS:

1. Cancellation of a confirmed reservation for which a Facility Use Agreement has been signed must be made in writing, either by physical letter or email to assigned MCL Grand staff.

2. If cancellation occurs 60 days or more in advance of the rental date, customer is eligible for a full refund of the reservation deposit.

3. If cancellation occurs 30 days or more in advance of the rental date but less than 60 days in advance of the rental date, a cancellation fee (as stated in the fee ordinance, Sec. 2.201) will be deducted from the deposit.

4. If cancellation occurs less than 30 days in advance of the rental date, entire deposit is forfeited.

ALCOHOL-RELATED REGULATIONS:

- 1. Alcohol consumption permitted at this facility? Yes
- 2. City permit required to consume alcohol at this facility? No
- 3. Alcohol sales permitted at this facility? Yes
- 4. Facility-Specific Policy: Distribution of alcoholic beverages only allowed through facility contracted concessionaire or, in absence of said contract, by a caterer holding the applicable state permit and having applied for and been added to the MCL Grand approved alcohol vendor list.
- 5. At the sole discretion of MCL Grand management, in consultation with Lewisville PD, security may be required at events where alcohol is served.

FACILITY-SPECIFIC GUIDELINES:

1. Photo/Video Shoots

- a. Use of any portion of the MCL Grand facility or courtyard for any commercial photo, video or film shoot requires prior approval from the MCL Grand manager. Parties engaged in such activity might be required to provide MCL Grand staff with proof of said permission. Any party engaged in such activity without permission will be instructed to cease and desist and to leave the premises. Failure to obey this instruction may subject the party to legal action.
- b. Commercial photo, video or film shoots on the MCL Grand grounds but not inside the facility or the courtyard must not interfere with public access to the facility unless approved in writing by the MCL Grand manager.
- c. Management reserves the right to charge rental fees for commercial photo, video or film shoots that deprive the facility of the opportunity for legitimate rental opportunities,

based on size and duration of the shoot. Rental fees shall be assessed at local or non-local Commercial rates as set forth in the Fee Schedule.

- d. No attaching of materials to the building or grounds is permitted during photo, video or film shoots. No alteration of the building, hardscape or landscape materials is permitted during photo, video or film shoots. No signs of any sort may be posted unless approved in writing by the MCL Grand manager.
- e. Under no circumstances will photographing, taping or filming of nude models be allowed in the MCL Grand facilities or on its grounds.
- f. Persons engaged in photography, video or film shoots in the MCL Grand facilities or on its grounds are subject to all applicable local, state and federal laws and statutes. If, in the opinion of Management, any of these activities are in violation of any applicable local, state or federal law or statute, persons engaged in said activities will be required to cease and desist and to leave the premises.

2. Food and Beverage Service

a. Concessions

Renters of the Performance Hall or Black Box Theater may be granted permission to provide their own concession service, so long as items offered are limited to commercially packaged selections such as chips, candy or cookies and bottled or canned soft drinks and water. As previously noted, if alcohol sales are to occur, it must be provided by a vendor on the approved alcohol vendor list and vendor must post a valid permit from the TABC, show proof of insurance and use TABC certified servers. If alcohol is to be given away without charge, this must be done according to state law, which means that no ticket may be required to receive the free alcohol and no tipping of servers is allowed. Complimentary alcohol must be served by a TABC certified server.

b. Catering
If prepared foods or meals are to be served at events, this service must be provided by a vendor on the MCL Grand Approved Caterers list. Said caterer must adhere to all requirements of the catering agreement, including providing proof of health department kitchen inspection and current insurance.

3. Prohibited Actions

- a. Smoking is not permitted anywhere within the MCL Grand. In addition to the interior of the building, this prohibition extends to the entirety of the central courtyard of the facility.
- b. Materials and decorations may not be attached to permanent fixtures such as walls, doors, windows, ceilings and light fixtures. Masking tape is strictly prohibited from use within this facility. Decorations or materials may not be nailed, stapled, taped or otherwise attached to any part of the premises without explicit approval from the Arts Center Manager. All decorative materials must be flameproof.
- c. No open flames or tapered candles are allowed at the MCL Grand.
- d. All decorations must be approved in advance by the Arts Center Manager or designee. Prohibited decorations include, but are not limited to, straw, hay, foil stars, rice, glitter, foil and/or paper confetti, gem stones and/or faux diamond rocks less than 1" diameter, sequins, streamers and artificial snow. If any of the above listed items is used by the renter, the entirety of the cleaning deposit is automatically forfeited. Balloons may not be filled with anything other than air or helium. The client, at conclusion of event, must remove ALL balloons from the premises.
- e. Throwing of rice, confetti, sawdust, birdseed, popper streamers is strictly prohibited anywhere within the MCL Grand premises. Fireworks of any kind (including sparklers) are strictly prohibited anywhere on the premises. Tossing of rosepetals or blowing bubbles is permitted, but restricted to the outside of the facility. If these items are used inside, entire cleaning deposit is forfeited.
- f. As a courtesy to performers and to other audience members, attendees are prohibited from the following actions which may cause distractions within performance spaces:
 - i. No flash photography is allowed during performances.
 - <u>ii.</u> No use of cell phones or computers is allowed during performances.
 - <u>iii.</u> No use of electronic smoking devices is allowed within performance spaces at any time.

iv. No texting or instant messaging during performances.

<u>v.</u> No making or receiving phone calls during performances. All communication devices should be turned off or silenced.

vi. If client has requested that no food or drink be allowed in the Performance Hall or in the Black Box during their event, attendees will refrain from bringing those items into performance spaces.

ROOM CAPACITY LIMITS STRICTLY ENFORCED

Performance Hall

306 persons

Black Box Theater

160 persons *

Recital Hall

150 persons *

Art Gallery

125 persons *

Single Classroom

16 persons

* Maximum "standing room" capacity; banquet-style capacity is smaller

HOURS OF OPERATION/AVAILABILITY:

Sunday - Thursday: 7:00 a.m. - 11:00 p.m. Friday and Saturday: 7:00 a.m. - Midnight

Holidays: 7:00 a.m. - Midnight

These hours must include set-up and clean-up time.

FEES:

1. The City of Lewisville fee ordinance contains all fees related to the Medical Center of Lewisville Grand Theater.

For more information call 972.219.8446 or visit our website at www.MCLGrand.com.