

W H A R T O N
C E N T E R
FOR PERFORMING ARTS

Performing Arts Facilities and Programs (PAFP)
Michigan State University

FACILITY USAGE POLICIES AND PROCEDURES

Contents

| | |
|---|----|
| SECTION I: SCHEDULING FACILITY USAGE | 3 |
| SECTION II: USAGE FEE, DEPOSIT, and FINAL PAYMENT | 6 |
| SECTION III: INDEMNIFICATION | 7 |
| SECTION IV: GENERAL CONDITIONS | 9 |
| SECTION V: FACILITY USE..... | 11 |
| SECTION VI: TICKET OFFICE | 12 |
| SECTION VII: PATRON SERVICES/FRONT OF HOUSE..... | 14 |
| SECTION VIII: PRODUCTION REQUIREMENTS..... | 17 |
| SECTION IX: PARKING..... | 20 |
| SCHEDULE A: USAGE RATES & AGREEMENT INCLUSIONS..... | 22 |
| SCHEDULE B: USHER STAFFING REQUIREMENTS | 24 |
| SCHEDULE C: SECURITY REQUIREMENTS AND COSTS..... | 26 |
| SCHEDULE D: PRODUCTION REQUIREMENTS AND COSTS | 27 |
| SCHEDULE E: MSU AUDITORIUM AND FAIRCHILD THEATRE | 28 |
| ADDENDUM A: STAFF LISTING..... | 29 |

SECTION I: SCHEDULING FACILITY USAGE

Wharton Center facilities operate under the direction of Wharton Center management and are intended primarily as cultural and educational resources for Michigan State University (MSU) and mid-Michigan communities.

Requests for facility use are managed by the Wharton Center Director of Operations and Administration in consultation with the Executive Director. Such requests may be submitted via <https://www.whartoncenter.com/facility-rental>.

FACILITIES USAGE AGREEMENT:

All users of Wharton Center facilities agree to, and are bound by, the policies and procedures outlined in this document by completing and signing the Facility Usage Agreement. The Facility Usage Agreement must be completed 8 weeks prior to the requested event date, along with deposit, when appropriate and signed by Authorized User Representative.

SCHEDULING PRIORITY:

Use of facilities at Wharton Center is prioritized, and requests for such use are evaluated, based on the following:

RECURRING USERS:

Special consideration is given to recurring users including, but not limited to, the MSU College of Music, MSU Department of Theatre and Lansing Symphony Orchestra.

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| PRIORITY I: | WHARTON CENTER FOR PERFORMING ARTS (PAFP) |
| PRIORITY II: | UNIVERSITY ACADEMIC DEPARTMENTS Academic departments, colleges, Academic divisions, and agencies of Michigan State University (those departments whose students are receiving or working for credit either by required performance, attendance, or activity associated with the scheduled event) |
| PRIORITY III: | UNIVERSITY NON-ACADEMIC Academic departments, colleges, Academic divisions, registered student organizations, agencies of Michigan State faculty, and staff organization. |
| PRIORITY IV: | NON-PROFIT ORGANIZATIONS (NON-MSU) Non-profit/tax exempt organizations in this category must be qualified for exemption under Section 501 (c) of the Internal Revenue Code. |
| PRIORITY V: | COMMERICAL FOR-PROFIT ORGANIZATIONS Any business, association, or enterprise that is not a nonprofit/ tax exempt organization as defined under Section 501 (c) of the Internal Revenue Code. |

SCHEDULING TIMELINE:

Wharton Center accepts and considers requests for facility use beginning in December the year before the season begins, according to the following timeline, which may be adjusted by Wharton Center at any time.

DECEMBER: Designated recurring users receive a summary of available dates on which to base their requests for facility use.

JANUARY: Dates of use are confirmed for recurring users.

FEBURARY: Entities represented in priority groups II through IV may request facility use on dates occurring between July 1 of the current year and June 30 of the following Year.

CURRENT FISCAL YEAR: Requests for dates within a current fiscal year are permitted at any time.

NOTE: Wharton Center may retain Mondays for restoration and facility maintenance, and the facilities will not be available for use. Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day are not available unless approved by the Executive Director.

EVENT INFORMATION

All requests to use facilities at Wharton Center must include a summary of the event, including the identities of the persons, groups, performers, and speakers who will be featured at the event. Confirmation of, and contracting for, the event will not proceed until the user has provided the Wharton Center Director of Operations and Administration with a contract or letter of intent from the featured person or group, sans financial figures, and a technical rider for the event.

CALENDAR COURTESY HOLD:

When all other conditions have been met as outlined, Wharton Center will hold an available date as a courtesy for two weeks, after which a non-refundable deposit of \$500 must be submitted to retain the date. Such payment will be applied to the total event charges.

DATE AND SCHEDULE CHANGES:

Users wishing to change the date of their use must adhere to the following policies and deadlines:

1. A request to change the date of an event must be submitted in writing to the Director of Operations and Administration.
2. Cancellation of an event must be confirmed at least three weeks prior to the event date, or the user will be charged for all fees designated in the contract, plus any additional related costs incurred by Wharton Center.
3. If a user requests to reschedule the date of an event that is already on-sale to the public, and if a suitable replacement date is agreed upon:
 - Wharton Center must approve all public announcements and communications pertaining to cancellation of the initial date and scheduling of a new date.
 - A rescheduled date must be agreed upon and publicly announced within 14 days after announcement of the cancelled initial date.
 - If a rescheduled date is not agreed upon and publicly announced within 14 days after announcement of the cancelled initial date, Wharton Center may cancel the event, release all related holds, and refund all customer sales.

4. Requests for changes to the schedule of an event (including associated rehearsals) must be submitted to Wharton Center no fewer than 48 hours (not including Saturday and Sunday) before the event. Such changes are subject to approval by Wharton Center.
5. If notice of a cancelled rehearsal is not submitted to Wharton Center less than 24 hours before that rehearsal, the user will be charged for the rehearsal as originally scheduled.

EVENT CANCELLATION: User must cancel a confirmed event at least three weeks prior to event date(s), or User will be charged the agreed upon usage fees plus any costs incurred by Wharton Center as a result of the planned utilization or the cancellation.

SECTION II: USAGE FEE, DEPOSIT, and FINAL PAYMENT

USAGE FEE:

All Users of Wharton Center facilities will be charged a usage fee according to their priority described in these usage policies and in accordance with Schedules A through D of this document.

DEPOSIT:

First time users and users who have not rented a Wharton Center Facility for at least 5 years must make a \$500 deposit. These deposits will only be required for user categories IV and V (see page 3). Deposits may be a check payable to Michigan State University or a credit card number. Deposits will be on hold and only charged in the event of cancellation or unforeseeable circumstances.

FINAL PAYMENT:

In the event Wharton Center owes the user a final payment – through ticket sales less expenses – Wharton Center will pay by wire within 3 business days after the event, or by university check mailed within 14 business days after the event per User's discretion.

If the User owes Wharton Center a final payment, an invoice will be sent within 35 business days after the event. Payment will be due 30 days after receipt of invoice.

TAXES: User is responsible for any taxes (sales, income, unemployment compensation, etc.) which may be levied by the State of Michigan, United States of America, or any local governmental agency. Applicable users may provide a sales and use tax exemption certificate with identification.

CONTRACT PROGRAM PERIODS & LATE CLOSING HOUR: Events not exceeding 3 hours in length, and having a single audience, will be considered an individual program event. When a change in audience occurs, and/or the event is repeated, it will be regarded as a separate program and billed accordingly. Wharton Center reserves the right to determine the span of time between events. For computing program periods for conferences, the first 6 hours will be billed at the appropriate performance day rate, and additional time in the facility will be billed at the appropriate hourly rate. See Schedules A, B and D.

The Facilities Usage Agreement will contain an agreed upon end time for the event. At this predetermined time, Wharton Center Operations will determine the conditions for continuing the event and/or may end the event and close the building. If the event is permitted to continue, user will be responsible for payment of extra stage, usher, and security personnel, including any overtime charges, plus a fee of \$200 for every hour or portion thereof for which the building must be kept open.

CANCELLATION DUE TO EMERGENCY CONDITIONS: Should performance spaces be damaged to the extent that it would interfere with the use of facilities by User, or if a strike, public emergency, riot, or other unforeseen occurrence beyond the control of Wharton Center prevents the use of the facilities, either Wharton Center or User shall have the right to terminate the agreement and User shall be liable only for charges due at the time of termination. At termination, User waives any claim against Wharton Center for damages and/or compensation due to cancellation.

STAFFING: Wharton Center Operations will determine Staff required for the operation of Wharton Center facilities, which may vary depending on event type and duration. For estimated costs, see Schedules B and D. Wharton Center staff related to rental operations see Addendum A.

SECURITY: See Front of House/Patron Services (page 14). For estimated costs, see Schedule C.

SECTION III: INDEMNIFICATION

The User at sole expense and risk, must defend, indemnify, and hold harmless Michigan State University, its trustees, officers, employees, and students against any and all claims, demands, causes of action, damages, costs, liabilities, judgments and decrees, in law or in equity, of every kind and nature whatsoever, direct or indirect, resulting from or caused by the User's utilization and occupation of the facilities under management of Wharton Center personnel, whether or not authorized by the User, or from any act or omission of the User or any of its officers, agents, employees, guests, patrons, or invitees.

INSURANCE: All Users sponsoring an event (except those classified as University Academic) for which payment is collected for admission or participation, must procure, and maintain in full force during the term of the contract, bodily injury, and property damage liability insurance under a standard comprehensive general liability policy, including contractual liability, which shall provide a minimum limit of \$1,000,000 (one million) for any one occurrence.

The University must be named as Additional Insured in all required contracts of insurance pertaining to the use of Wharton Center facilities. A certificate of insurance must be filed with Wharton Center no later than 10 working days prior to scheduled event.

WORKER'S COMPENSATION: The User certifies they are aware of the provisions of the laws of the State of Michigan which require every employer to be insured against liability of Worker's Compensation or to undertake self-insurance in accordance with the provisions of this contract. The User must present adequate evidence to the Director of Operations and Administration of the existence of Worker's Compensation insurance policy or of the user's ability to undertake self-insurance prior to the execution of this agreement. Limits of coverage shall be Three Hundred Thousand (\$300,000.00) Dollars for any one person, for all their employees under the terms of this agreement.

LIEN: Wharton Center will have the first lien against ticket office receipts and all property of User upon the premises of Wharton Center facilities for all unpaid usage fees, reimbursable expenses, and appropriate taxes due for the event covered in this agreement.

ASSIGNMENT: User will not make any assignment of this agreement without prior written consent of the Director of Operations and Administration in consultation with the Executive Director.

COPYRIGHTS: User agrees, represents, and warrants that nothing contained in the program, performance, exhibition or in any other way connected with User's activities under this contract shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm, or corporation. Further, User warrants that all programs, performances, concerts, etc., to be performed under this agreement involving works protected by statutory or common-law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. User also agrees to indemnify and hold harmless Michigan State University, its agents, and employees, from all claims, fees, expenses, or costs including legal fees asserted or incurred regarding such warranty.

DAMAGE PAYMENTS: User will be held liable for any loss or damage to the facilities used, real or personal (including without limitation loss or damage caused by theft or by negligently caused fire or flood), done, caused, or permitted by User, its officers, agents, employees, guests, patrons, and invitees, or to equipment belonging to Wharton Center, to equipment belonging to professional talent hosted by User, or to equipment rented or leased by Wharton Center on behalf of the User.

TERMINATION FOR FINANCIAL DEFAULT: Wharton Center may terminate a performance within 24 hours of the event if the User has not met financial responsibilities of the usage agreement and/or has failed to adhere to usage policies. User is responsible to pay any previously agreed upon expenses to Wharton Center.

SECTION IV: GENERAL CONDITIONS

ARTIST CONTRACT: The User must provide a copy of the artist's contract and rider to the Director of Operations and Administration 8 weeks prior to the event to ensure that requirements are not contrary to University policies. The contract must include any technical riders. User may excise, delete, or strike out any portion of the contract dealing with artist's fees or other costs that are confidential between User and artist/attraction.

PROMOTIONAL MATERIAL: Wharton Center reserves the right to distribute promotional material concerning Wharton Center programs or any general University program held in Wharton Center facilities. Wharton Center must approve in advance any material other than here noted related to the event in progress or a future event of the User. During the period after the opening of the exterior doors of any hall, through the closing of these doors after any program, only Wharton Center and User have the right to distribute material within the building and in or around its entrances. Wharton Center can review all User's promotional material upon request. The User holds sole responsibility for promotion of any event.

EVENT ADVERTISING: All advertising for events at Wharton Center must include the tag line, "Michigan State University". Audio advertising must read, "Wharton Center, on the campus of Michigan State University". Print advertising must include the official Michigan State University logo. Television advertising which displays "Wharton Center" must also include Michigan State University. Users promoting an event via social media should tag Wharton Center:

Facebook - @whartoncenter

Twitter - @whartoncenter

Instagram - @whartoncenter

Failure to include "Michigan State University" in all advertising will result in cancellation of the usage agreement and forfeiture of privileges to use the facilities under the management of Wharton Center.

All advertising copy must include the name of the User in a manner that makes it clear Wharton Center is not the Presenter. The name of the User must precede the name of the artist/attraction.

Wharton Center retains the right to approve all advertising copy and the use of the name "Wharton Center" and the Michigan State University logo. All questions and approvals on advertising must be made to the Director of Operations and Administration, Wharton Center.

For a full local media directory, please contact Wharton Center Marketing and Communications Director, Lisa Rentz at 517-884-3132 or lisa.rentz@whartoncenter.com.

ANNOUNCEMENT OF PROGRAM: Wharton Center Director of Operations and Administrations will coordinate announcement of forthcoming programs to protect all Users from competition by similar events and in no case will such an announcement precede the signing of the Facilities Usage Agreement by Wharton Center management. See Ticket Office Section VI (page 12) for On Sale Dates.

PAYMENT CARD DATA SECURITY: If User accepts payment cards (such as credit or debit cards bearing the logo of Visa, MasterCard, American Express, Discover, or JCB) as a form of payment either on MSU property or elsewhere in providing goods or services related to this Agreement, User will be responsible for the security of all cardholder data that it stores, processes, or transmits in accordance with all Payment Card Industry (PCI) Data Security Standard (DSS) policies. This requirement applies whether the cardholder data is in electronic format or in written or printed hardcopy format.

User must maintain compliance with the current version of the PCI DSS for the duration of this agreement. If User becomes non-compliant with PCI DSS, User must notify MSU of this change immediately. Failure of User to comply with PCI DSS will constitute a breach of this agreement.

User agrees to provide public or confidential evidence of PCI DSS compliance to MSU before this Agreement becomes effective, annually thereafter without request and any other time upon request by MSU. In the case of the first such evidence provided to MSU, MSU must approve such evidence before User will be permitted to conduct payment card business on MSU property. In the case of such evidence provided to MSU thereafter, MSU must approve such evidence before User will be permitted to continue conducting payment card business on MSU property. MSU may inspect User's card processing environment at any time.

The use by User of MSU's data network, wired and/or wireless, for the purpose of processing payment card transactions is prohibited under the terms of this agreement. Unauthorized use of these networks by User will constitute a breach of this agreement.

Costs of PCI DSS compliance and providing evidence of such compliance to MSU are the sole responsibility of User.

EMERGENCIES: Wharton Center and the MSU Police Department will make final decisions causing cancellation or delay of an event, due to any emergency such as tornado warning, bomb threat, etc.

SMOKING: MSU is a smoke, tobacco and vape free campus. For more information regarding the ordinance and enforcement visit: tobaccofree.msu.edu

ALCOHOL: The User, consultants, representative, participants, and/or contractors will not bring alcoholic beverages onto premises. See also Refreshment Stands/Food and Beverage (page 16).

ANIMALS: Except for service animals and animals required as part of a performance, animals are not allowed in Wharton Center facilities. Wharton Center management must be notified in advance if the production requires the use of animals so that necessary arrangements and precautions may be taken. User and productions must abide by MSU's Animal Care Program policies and procedures.

BICYCLES, SKATEBOARDS, HOVERBOARDS, E-SCOOTERS AND IN-LINE SKATES: Such transport are not allowed inside Wharton Center facilities. Bicycles found in the building will be removed from the premises by the MSUPD under the direction of Wharton Center management, and retrieval of the bicycle will be the responsibility of the owner. Bicycle storage racks are provided on the exterior of Wharton Center facilities.

SECTION V: FACILITY USE

NON-EXCLUSIVE USE: User does not have exclusive use of Wharton Center facilities during their contracted time(s) and are limited to areas defined in their Facility Usage Agreement. User further understands other activities may take place simultaneously in areas of the facility not contracted by User.

BUILDING ACCESS CONTROL: Wharton Center is equipped with an Electronic Access Control System to control traffic within in the facility. All exterior doors, and most interior doors, are part of this electronic access control system. Doors propped open will activate an inaudible alarm to Michigan State University Police Department.

The User holds responsibility to inform all performers, technicians, and other approved personnel involved with the User's event to use the backstage entrance doors when entering and leaving the building for performance and/or rehearsals unless otherwise prearranged with Wharton Center. For security and safety, propping or holding open any door entering the building and/or any interior door leading from a public area to a restricted area is forbidden. Only spaces specified in the usage agreement can be accessed during the agreed upon times.

OBSTRUCTION OF PASSAGE: The User must not obstruct any portion of the sidewalks, entries, passages, vestibules, halls, stairways, or elevators, nor are these areas permitted to be used for any purpose other than ingress and egress to and from the building. Similarly, User must not obstruct exit lights, emergency lights, house lights, aisle lights, stairway and hallway security lights, or any other lights necessary for the safe occupancy of the building.

REHEARSALS: A rehearsal schedule must be included with the usage agreement. Only the cast and production crew plus authorized representatives of the User and Wharton Center will be in the theatre during a rehearsal. An open rehearsal for invited patrons will constitute a performance with normal performance rates applying and a full house staff on duty. Cast, crew, and authorized users must enter through the stage door for rehearsals and performances. See Schedule A, B and D for rates.

TRAFFIC AND PARKING: The User, its agents, employees, guests, and patrons, will be subject to all University traffic and parking regulations existing as of the date of the agreement (page 20).

SECTION VI: TICKET OFFICE

The following pertain to ticket sales to, or announcement of, an event is prohibited until the Facility Usage Agreement is signed and any required deposit is received by Wharton Center. For current Ticket Office Information visit: <https://www.whartoncenter.com/ticket-office>

TICKETING FEE STRUCTURE:

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| Facility Fee | \$3.50 - \$4.50 per ticket |
| Added to every ticket sold and retained by the venue. (\$3.50 for University and Non-Profit Organizations. \$4.50 for For-Profit-Organizations) | |
| Per ticket printing fee (physical and mobile) | \$0.15 |
| Ticket office commission | greater of 5% or \$100 |
| Credit Card Sales Fee | 4% |
| Return/Refund Processing Fee (if applicable) | 10% |

GENERAL CONDITIONS: The following items pertain to the use of Wharton Center ticketing/handling and personnel.

1. The User and Ticket Office management will consult on ticket design and distribution procedures.
2. For events in Wharton Center facilities the Ticket Office will provide the tickets, reserving the right to sell all or some portion of tickets.
 - a. General admission tickets placed on sale with the Ticket Office must be numbered sequentially. General Admission maximum capacity is 90% of the total seats in a theater.
 - b. User must not utilize other ticket outlets for sales to their event without explicit permission from Wharton Center. However, a minimum 10% of available ticket inventory must be allocated to the Wharton Center Ticket Office for public sale to all events taking place within Wharton Center operated facilities.
 - c. Wharton Center will work with the User on the allocation of tickets to third party ticket sellers such as Ticketmaster.
 - d. Tickets placed on sale with other outlets or consigned to User must be returned to Wharton Center Ticket Office by 12:00pm (noon) 2 business (Monday-Friday) days prior to the actual event.
 - e. If the event is a conference or convention, User will handle all reservations, whether in advance or at the time of the conference.
3. On sale dates must be approved by the Ticket Office Manager-who may modify or change on sale date requests based on Wharton Center's plans and assessment of ticket office capability. On sale date requests must accompany the request for a date hold. The date hold will not be approved without consideration and approval of the on-sale date. On sale dates must be arranged a minimum of 14 days before advertising begins.
4. For all ticketed programs, User will furnish Wharton Center management up to 12 tickets of management's choice for each event. They may be used at the discretion of Wharton Center management on a complimentary basis.
5. In all User promotional materials listing ticket purchase locations, the Wharton Center Ticket Office will be named including telephone numbers and website of the same listed along with other ticket outlets. Telephone numbers are (517)432-2000 and 1-800-WHARTON. Wharton Center can facilitate online ticket sales through our website www.whartoncenter.com.
6. The Ticket Office will accept the following forms of payment at the discretion of the Presenter: cash, American Express, MasterCard, VISA, and Discover. Payment by personal check must be approved by Wharton Center in advance of the on-sale. Returned checks and credit card fraud are the liability of the user.
7. On-Site ticket sales must only take place inside the Ticket Office. Scalping of tickets is not

allowed on the premises.

8. Wharton Center Ticket Office reserves the right to sell all tickets to accessible seating in its facilities. Accessible seating is not available for utilization by User and will be used solely for accessible patron seating.
9. Should there be a cancellation, postponement, or any circumstance which would require refunding of ticket income, refunds will be the responsibility of the User for sales collected by the User or User's third-party. If Wharton Center's Ticket Office is requested by User to process refunds the return processing fee would apply.
10. The Ticket Office reserves the right to handle all ticket sales on the day of User's event for all events occurring in Wharton Center facilities.
11. Access to the Wharton Center Ticket Office is limited to Wharton Center personnel. The User, its agents or employees are not permitted entry into the Ticket Office. All communications between the Ticket Office and the User will take place external to the Ticket Office in an office or facility location directed by Wharton Center management.
12. User has the option to set children's policy for their event or follow Wharton Center's policy (see page 15).
13. Upon request, The Ticket Office will provide User with a listing of names and address of all patrons who purchased tickets to User's event prior to the day of the event. This list will be available following the close of the performance.

User may request automated Performance Sales Report to be emailed at regular intervals.

Arrangements must be made in advance and will only be sent to authorized user representatives.

EVENT PROMOTION: Users can have their event information listed on the Wharton Center web site.

Users must email image (JPEG file) and a brief description of your event to the ticket office rental coordinator. Image format must be 760 pixels wide x 655 pixels tall. The image should be a plain photo with all watermarks, logos, borders, and effects removed.

TICKET OFFICE HOURS:

In-Person Service Hours

- Monday through Friday: 10:00am - 6:00pm.
- Closed Weekends.
 - Saturdays with events: 12:00pm – ½ hour past curtain.
 - Sundays with events: lobby is open 2 hours prior to an event – ½ hour past curtain.

Phone Service Hours

- Monday through Friday: 10:00am - 6:00pm.
- Closed Weekends
 - Saturdays with events: phone service available 12:00pm – 4:00pm
 - Sundays with a MSUFCU Broadway Series performance, phone service will be open from 12:00pm - 4:00pm.

Hours vary over the summer months from Memorial Day weekend through Labor Day weekend.

On event nights, the Ticket Office In-Person service will remain open 1/2 hour past curtain time. By advance arrangement User may request that the Ticket Office remain open through the first intermission of an event. The User will, however, be responsible for all Ticket Office personnel costs for the additional time at a rate of \$50 per hour.

FINAL TICKET AUDIT STATEMENT: As soon as possible following an event, and not later than 30 days thereafter, Wharton Center/University management will forward an itemized and audited ticket statement, together with payment of ticket revenues, less any balance owed or balance due by User to Wharton Center.

SECTION VII: PATRON SERVICES/FRONT OF HOUSE

The following pertain to the use of all Front of House related areas including but not limited to theatre audience seating areas, lobby areas, Patron Service staff, merchandise/artist sales, accessibility, and refreshments in connection with an event.

ACCESSIBILITY: User must provide accessibility services when requested by patrons as directed by the Americans with Disabilities Act and other applicable laws. User may provide services or agree to pay for said services if provided through Wharton Center. For more information regarding accessibility services at Wharton Center, please visit. <https://www.whartoncenter.com/plan-your-visit/accessibility>.

SECURITY: Michigan State University Police Department, and their designees, are the exclusive provider for security at Wharton Center. Security arrangements as needed, will be managed by Wharton Center in collaboration with MSUPD.

If an artist's performance agreement requires security or at the discretion of Wharton Center and MSUPD, the User may be required to employ law enforcement officers and/or security guards. The User will be responsible for cost and expense of security to help ensure the safety of attending patrons, to assist with crowd control measures, monitor backstage access/access control and stage security. Security may be employed in the following measures, but not limited to, visual security presence, patron screening either by means of bag checks or metal detectors in conjunction with bag checks, perimeter security and K-9 presence.

Employment of security personnel does not release the User from liability for any damages incurred or injuries sustained while the building is occupied during the contracted period. See Schedule C

EMERGENCY MEDICAL TREATMENT: Wharton Center may determine if Paramedics/Emergency Medical Personnel need to be on site for an event. The User will assume expenses if paramedics are deemed necessary at an event. Expenses incurred from emergency services are the sole responsibility of the person treated.

HOUSE MANAGEMENT: Wharton Center personnel acting in the capacity of House Manager is included in the use of the facility rental and shall oversee all front-of-house operations. Wharton Center ushers and accompanying staff will be provided at an additional cost to the user.

USHER REQUIREMENTS: Wharton Center House Management will determine usher requirements based on the known or estimated size of an audience and specifics of the event. For estimated usher requirements and costs see Schedule B.

User may either use all Wharton Center Front of House staff or supplement a minimum amount of Wharton Center staff with volunteer ushers. User must get approval from Wharton Center House Management if choosing to utilize volunteer ushers. House Management generally provides a minimum number of ushers, usher supervisors and/or office personnel required for event management.

When using volunteer ushers, the following requirements must be met:

1. Volunteer ushers, in most cases, must arrive 1 1/2 to 2 hours prior to the scheduled event start time and attend a mandatory usher information meeting with the house manager on duty. Wharton Center House Management will determine the arrival time based on the event.
2. Volunteers should arrive ready to work. If a volunteer needs to time to eat, etc., prior to work this should be considered in their ability to arrive in a timely manner ready to work.
3. Volunteer ushers must have no other responsibilities during the event and the house manager on duty will assign positions and all duties to them.
4. Untimely arrival of volunteer ushers may cause delay in theatre opening and/or performance.
5. Volunteer ushers must work the entire event and may be asked to work outside the performance

hall. Volunteers are not guaranteed the opportunity to view the event. Volunteers will be asked to assist with a lost and found check after an event ends and/or other duties related to the event ending.

6. Volunteer ushers must be at least 16 years of age.
7. Volunteer ushers should wear all black or something to distinguish them such as matching organization shirt.
8. If Wharton Center has reason to believe that the User is likely to provide inadequate staffing or has a history of doing so, Wharton Center will supplement with necessary ushers at a cost to the User.

When volunteer ushers are used, User must provide a list of their names and contact information to House Management one week prior to the event. If such a list is not received, Wharton Center may staff the event with Wharton Center ushers as a cost to user.

HOUSE OPENING AND CAPACITY: Doors customarily open for patron seating 30 minutes prior to a reserved-seat event and 45 minutes prior to a general admission event. User must arrange Any variance with Wharton Center House Management and Backstage Production Staff in advance which may affect staff arrival times, labor costs or theatre opening.

Wharton Center management, the Fire Marshall, and the MSUPD set and enforce facility capacities.

LATE SEATING: Every effort is made to begin the performance at the announced hour unless there is a delay. User has the option to determine the late seating policy if any or if seating is continuous. The Wharton Center late seating policy is as follows: In consideration of patrons and performers, anyone arriving while a performance is in progress will be seated only at times designated by the User, artist and/or Wharton Center. Late arriving patrons will be directed to seats in the rear of the theatre until intermission or may not be seated at all.

CHILDREN (INFANTS): Users may follow the Wharton Center policy or set their own guidelines. Wharton Center's children policy reads as follows:

Infants and newborns are not permitted. Everyone attending must have a ticket and be able to sit in a seat. Children under 5 years of age are not permitted unless otherwise advertised. Parents will be asked to remove their child/children if they are causing disruptions or are unable to sit quietly. Fire code capacity does not allow "lap" tickets to be issued for babies or toddlers.

OBJECTIONABLE PATRONS: Wharton Center management may eject, or cause to be ejected from the premises, any objectionable person(s). Wharton Center management will not be liable to user for any damages that might be incurred through the execution of this right.

CELLPHONES, CAMERAS, RECORDING DEVICES AND PERSONAL ELECTRONIC DEVICES: The use of cell phones, cameras, recording devices and other electronic devices is prohibited during an event/performance unless specified by User.

MERCHANDISE/ARTIST SALES: Wharton Center maintains the rights and privileges of sales. Wharton Center must approve all sales in advance. The sale of any food or beverage item(s) is not allowed. Sales are limited to lobby areas only. The User may handle merchandise sales. For the privilege of such sales, Wharton Center House Management will collect a 20% commission on soft goods and a 10% commission on media/recorded items. If Wharton Center is to provide sales personnel, a 30% commission on soft goods and a 20% commission on media/recorded items will be collected. Sales using Wharton Center's credit card readers will be subject to additional fees. If seller accepts credit card payments, they must abide by Payment Card Data Security as mentioned in Section IV. The artist(s) or artist(s) representative holds sole responsibility for the payment of sales tax to the State of Michigan.

DISPLAYS: Displays are allowed in lobby areas only and must be located to avoid interfering with audience movement or covering Wharton Center signage. Wharton Center must approve the set-up of such displays. Displays must not be fastened to any part of the building and must be removed in full after the event. Wharton Center may limit displays. Any unauthorized advertising materials will be removed. Power outlets are limited. Wharton Center has a limited number of tables available for displays.

MEET & GREETINGS: The artist and the User must arrange meetings between patrons and artist(s) with Wharton Center prior to the event. Arrangement of Meet and Greets must include the location and process.

MEDIA ATTENDANCE: User's must notify and work with Wharton Center management if any media will be attending the event and what logistical needs apply. Wharton Center management must approve any advanced arrangements.

LOST AND FOUND: The Administrative offices will retain any found articles, which may be claimed during regular business hours.

DONATIONS/RAFFLE TICKETS: User must have a valid permit from the Secretary of the Board of Trustees or a State License to solicit donations or sell raffle tickets. Arrangements for either action must be communicated in advance with Wharton Center.

REFRESHMENT STANDS/FOOD AND BEVERAGE: Wharton Center Refreshment stands, as well as all food and beverage service are under the direction of Wharton Center Patron Services.

Refreshments:

1. Wharton Center reserves all rights for the sale of food and beverage including, without limitations, snacks, candy, soft drinks, coffee, and water.
2. Refreshment stand services may be limited (or not agreed to) based on event and/or attendance.
3. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of Wharton Center.
4. Bottled water and small snacks are allowed in the theatres.
5. Personal beverage containers are not allowed inside the theatres.
6. Alcohol is not sold or permitted to the public.

Food and Beverage Services in conjunction with theatre rentals:

1. Food or beverage consumed on stage as required by a script. (Confirm with WC production staff.)
2. Artist hospitality and/or cast/crew hospitality.
3. Hosted reception/meal (other than listed in item 2) in conjunction with theatre rental.
4. Catering is provided by approved Wharton Center caterers only. Initial contact with caterer must be made through Wharton Center.
5. Alcohol Service (when allowed) is provided solely by Kellogg Catering. Initial contact must be made through Wharton Center.
6. Policies and Procedures for Food Services and Reception Room Rates can be found at:
<https://www.whartoncenter.com/facility-rental/reception-space-rentals>

SECTION VIII: PRODUCTION REQUIREMENTS

The following pertain to the use of the stages managed by Wharton Center. For current venue technical rider visit: <https://www.whartoncenter.com/facility-rental/performance-venue>

Wharton Center and the MSU Concert Auditorium utilize union stagehands from the International Alliance of Theatrical Stage Employees (IATSE) Local 274, except as permitted in conjunction with academic department productions. (i.e., College of Music and Department of Theatre) All labor costs will be billed to the user. The efficient use of time and proper scheduling will assist clients in keeping their stage labor expenses to the minimum allowable. It will be necessary and beneficial for the client to work closely with our facility stage managers to establish an event day schedule (set-up, rehearsal(s), sound check, performance(s), strike).

STAGE REQUIREMENTS: At least 30 days in advance of user's program, the User must present all stage requirements to Wharton Center. Unless special requests for additional equipment are made at the time of presentation of technical requirements, the existing house equipment will be used and operated by Wharton Center personnel. The IATSE "Yellow Card" requirements will determine the amount of stage labor necessary, whenever it applies. If the Yellow Card does not apply, Wharton Center will determine the number of stage personnel required. See Schedule D of estimated costs.

LOADING: All scenery, displays, exhibits, or other material shall be brought into and taken out of the building only at entrances designated by Wharton Center. Regular stage loading areas are available at all Wharton Center facilities. Vehicles carrying equipment or material to be utilized by the user in the presentation of their event must be loaded and unloaded at the appropriate loading dock but will not be permitted to remain at the dock after loading or unloading.

STAGE ENTRANCES: All performers, technicians, and other personnel involved with User must use stage door when entering or leaving the building, including rehearsals unless other prearranged plans have been made with Wharton Center.

DRESSING ROOMS: The assigned facility stage manager will coordinate dressing room assignments and access during advance planning of event.

SAFETY REGULATIONS: Safety regulations must be in accordance with University, city, and state codes, and will be enforced by Wharton Center and the MSUPD as they shall interpret them. Outriggers must be in place whenever the Wharton Center personnel lift is used. The flying of performers by amateur companies is not permitted in any of our facilities. User groups who wish to incorporate flying type scenes/stunts in their performance must obtain the services of a professional, licensed, insured flying effects company, and receive advance approval by providing detailed plans to Facility Stage Manager.

The valance curtain on the Great Hall stage is part of the deluge fire protection system. No scenery, lights, or other equipment or stage property may be attached to or from this curtain nor placed to prevent its deployment (closing). Contact the Technical Facilities Manager (517)884-3109 for interpretations of these rules or if additional information is required.

PYROTECHNICS/FIREWORKS: Any event requiring fireworks, pyrotechnics, flash pots, etc. must obtain an application and permit for usage. Applications and requirements are on file with the Director of Operations and Administration. User must submit a pyro application for permit a minimum of 8 weeks prior to the event to allow fire marshal approval.

SOUND LEVELS: Wharton Center requires an established time for a complete and thorough artist sound check. Wharton Center's technical staff will work with artists to attain the highest possible quality sound for the venue. The MSU Auditorium is a classroom building, Monday through Friday soundchecks may not take place prior to 4pm without special arrangement.

Michigan Law (Section 24 of Act No. 154 of the Public Acts of 1974) limits electronic sound pressure levels to a maximum of 105 decibels (dB). The following maximum sound levels are to be established at sound check and maintained throughout the performance.

- Sound from stage without front PA is not to exceed a maximum (peak) level of 85 dB as measured at house mix position.
- Sound from the stage with front PA is not to exceed a maximum (peak) level of 105 dB as measured at house mix position.

Wharton Center may require the lowering of sound levels deemed unacceptable by the house and technical staff monitoring the performance. The artist(s) staff must honor any such request. Conversely, Wharton Center house and technical staff may find that sound levels are not sufficient for the entire audience to hear stage activity by the artist(s) staff will honor requests to increase sound levels.

STORAGE OF MATERIALS: Following completion of the final event, all scenery, special staging, and other property or equipment brought into Wharton Center facilities must be removed immediately upon completion of the event. User may make advanced arrangements with Facility Stage Manager to remove materials within 24 hours after completion of the event. Any property or equipment not removed within 24 hours of the completion of the usage period will be disposed of by Wharton Center. The User will be billed for time and equipment required to dispose of said property or equipment in addition to all other charges.

SCENERY CONSTRUCTION: The building of scenery, displays, or exhibits which involve the use of any equipment or tools which discharge dust, chips, or particles into the air will not be permitted on stage. Painting and staining on stage are not permitted except for limited, small-scale touch-up as approved in advance by Wharton Center. Absolutely no spraying, spattering, or any other painting method which propels paint or stain through the air will be permitted.

Wharton Center Production Management must approve any fireproofing scenery and props and, if required, this process must be accomplished before materials are loaded into any Wharton Center facility.

BACKSTAGE GUESTS: Wharton Center Production staff and House Management must approve, in advance of the performance, any backstage access for guests. The User must include a written detailed guest list in advance. At no time are guests permitted to walk through or around the main curtain or across the stage.

AUDIENCE SEATING AREAS: During rehearsal, set-up, and strike periods, user's personnel shall restrict their activities to the stage, backstage, and production areas. When it is necessary for a director, designer, or stage manager to view a rehearsal or set-up from the audience area, use of the seating areas are restricted to directorial and technical personnel. When the audience seating areas are used for directorial activity in connection with the rehearsal or production of an event, the user will be responsible for the clean-up of the area so used. Should the audience seating area be left in a condition requiring maintenance and clean-up prior to the performance, the user will be charged for those services.

The audience seating areas must not to be used for the storage of coats, personal belongings, musical instrument cases, or other paraphernalia associated with the pre- performance production of an event. Food

and drink are prohibited from seating and performance areas of the stage.

RADIO, TELEVISION AND FILM: User must obtain permission, in advance, from the artist(s) or artist(s) management to record any part of an event. Furthermore, User should be aware that permission to broadcast or film any part of an event will result in additional set-up costs. The procedure for obtaining Wharton Center management permission to broadcast, record, or film an event is as follows:

Wharton Center management must concur that the technical requirements for broadcast or filming a production can be accomplished in the time available following notification.

1. User must contact Wharton Center Director of Operations to ensure all licensing obligations are verified or met.
2. Wharton Center Management must be notified in advance of any recording and will work with user in set-up locations. Including the removal of any blocked seats from the manifest, which must be done prior to the sale of tickets. User may not obstruct or utilize ANY accessible seating platforms.
3. The artist(s) or artist(s) management must sign a recording or broadcast release in advance.

SECTION IX: PARKING

All parking ramps and lots on the MSU campus are staffed and operated by the MSU Police Department (MSUPD). MSUPD are the final adjudicators of the rules and regulations governing parking in the ramp adjacent to Wharton Center/University Auditorium and nearby surface lots at all times. All fees collected by MSUPD are for their exclusive use.

Parking is not included with the facility usage of Wharton Center or University Auditorium. Requests for Wharton Center to waive parking fees for event will not be considered. Users must comply with campus parking regulations and all fees assessed for parking by either/both the User and/or those attending their events, including any fines levied for illegal parking.

EVENT PARKING: Parking may vary depending on event type.

- \$10 event parking fee is the standard Event Parking rate for most events. Parking staff arrive and begin collecting event parking fee 2 hours prior to announced start time of event(s). The event parking fee applies to the Wharton Center ramp and surrounding lots.
- When MSUPD determines an event does not meet their requirement for \$10 event parking, Pay-by-Plate rates will apply to event attendees during regular ramp operating hours of 6:00 am – 10:00 pm, Monday through Friday. (For more detailed information see link to MSUPD below)

GENERAL INFORMATION:

- Barrier-free parking is available on all levels of Wharton Center Ramp (Ramp 3) as well as metered parking of Bogue Street in front of the facility. Barrier free parking is available at the MSU Concert Auditorium on Auditorium Road and Southwest corner of building and on Auditorium Road.
- A \$20 Event Parking fee will apply on MSU's home football game days. Check with Wharton Center staff for additional details.
- Many MSU Departments utilize Ramp 3 and parking may be limited during regular business hours or due to multiple events.
- Events scheduled simultaneously with Wharton Center presentations will not have access to the 2nd level center section of the ramp which is reserved for Wharton Center Donor Permits.
- Under certain circumstances, guest parking costs can be assessed to the User hosting an event. Advanced arrangements are required, and all applicable rates will apply.
- Most MSU parking ramps and lots are free on weekends when no events are taking place or unless otherwise indicated.
- Parking in Ramp 3 or adjacent lots is not allowed from 2am-6am daily.
- Wharton Center is not responsible for, and assumes no liability for, damage resulting from vehicular accidents, theft from vehicles, ticketing or towing of illegally parked vehicles, of any private vehicle parked in Ramp 3, surrounding surface lots, Backstage Loading Docks, or backstage lot.
- For additional information including directions to Wharton Center or the University Auditorium go to: <https://www.whartoncenter.com/plan-your-visit/directions-parking>
- For detailed information about MSUPD parking go to: <https://police.msu.edu/parking-services/visitor-parking/>

USER PARKING ARRANGEMENTS FOR EVENT STAFF/ESSENTIAL PERSONNEL:

- Arrangements should be made with Wharton Center Operations in advance for all staff or essential personnel involved in the User(s) production. This includes artists/performers/staff/volunteers or other persons involved in event production or presentation. All applicable parking fees will apply.
- Parking may include Wharton Center Ramp (Ramp 3), Wharton Center Backstage Lot, Auditorium Loading Dock, or other.

BACKSTAGE LOT/OFFICIAL GUEST RESERVED PARKING/LOADING: Wharton Center and MSUPD enforce parking in the Wharton Center backstage lot and loading dock areas, which is limited to visitor permit parking. Only essential personnel have authorization to use the backstage lot and/or loading areas. Unauthorized vehicles will be ticketed and/or towed.

- Wharton Center maintains control over 12 Official Guest Reserved parking spaces in the backstage lot. These spaces all face the parking ramp on the east side of the lot and marked RESERVED Official Guest Permit Required.
- Users may request a designated number the reserved Official Guest parking spaces (based on availability determined by Wharton Center). These spaces must be used for essential event personnel only.
- To request Official Guest permit(s), complete the Facility Usage Agreement and indicate the number of permits required.
- Permits are valid only on the date indicated. Permits must be hung on the rearview mirror of the vehicle to be valid. Lost permits may not be replaced.
- If a recurring user has been issued a yearly pass, such as directors of academic units, that yearly pass(s) must be counted in the total number of permits requested if the holder of that pass(s) will be parking in the backstage area during the event.
- Visitors may NOT park in the University Leased Space or University Owned Vehicle Reserved spots.
- Private vehicles may unload supplies/equipment/instruments at the loading docks but must immediately move the vehicle to a legal parking area once the unloading is complete.
- Permits may be available for Auditorium Loading Area or other area TBD per event.

SCHEDULE A: USAGE RATES & AGREEMENT INCLUSIONS

GREAT HALL & PASANT THEATRE USAGE AGREEMENT INCLUDES:

- House Manager & Stage Manager
- Lights, heat, custodial, open and close of building, dressing rooms with shower
- Front of House Sound and Lighting Systems (Additional usage fee for on stage monitor sound system)
- Podium, lectern, chairs, music stands, risers (if applicable)
- Consultation with House Management, Technical Staff and Communications Staff for promotion ideas
- Green Room/Holmes Gallery

GREAT HALL & PASANT THEATRE USAGE AGREEMENT DOES NOT INCLUDE:

- Stage Labor
- Ushers & Ticket Takers)
- Special Set-Ups for Stage, Rehearsals, Lobby Space, Etc.
- Parking ramp for users, Staff, Performers, or patrons
- Miscellaneous equipment usage
- Ticket Sales (Ticket Office Manager)
- Security and Medical Services (Determined by MSUPD and Wharton Center management)
- Green Room/Holmes Gallery additional costs apply if using for Food Service
- Reception Space (Additional costs, refer to whartoncenter.com/facility-rental for room usage rates)

VENUE USAGE RATES - FY21 & FY22

| Cobb Great Hall (2,420 capacity) | | University Event ACADEMIC | University Event NON- ACADEMIC | | COMMERCIAL FOR-PROFIT |
|-------------------------------------|---------------------|---------------------------------|--------------------------------------|------------|--------------------------|
| | | | | NON-PROFIT | |
| First 6 Hours | Performance Day | \$670.00 | \$1,809.00 | \$2,747.00 | \$6,700.00 |
| First 3 Hours | Non-Performance Day | \$335.00 | \$904.50 | \$1,373.50 | \$3,350.00 |

| Pasant Theatre (600 capacity) | | University Event ACADEMIC | University Event NON- ACADEMIC | | COMMERCIAL FOR-PROFIT |
|----------------------------------|---------------------|---------------------------------|--------------------------------------|------------|--------------------------|
| | | | | NON-PROFIT | |
| First 6 Hours | Performance Day | \$448.80 | \$1,082.40 | \$2,244.00 | \$2,640.00 |
| First 3 Hours | Non-Performance Day | \$224.40 | \$541.20 | \$1,122.00 | \$1,320.00 |

| Rehearsal Studio at Wharton Center | | University Event ACADEMIC | University Event NON- ACADEMIC | | COMMERCIAL FOR-PROFIT |
|------------------------------------|--|---------------------------------|--------------------------------------|------------|--------------------------|
| | | | | NON-PROFIT | |
| First 3 Hours | | \$187.50 | \$500.00 | \$531.25 | \$625.00 |

| Additional Hours at All Venues | University | University | NON-PROFIT | COMMERCIAL |
|--------------------------------|------------|------------|------------|------------|
|--------------------------------|------------|------------|------------|------------|

| | Event ACADEMIC | Event NON- ACADEMIC | | FOR-PROFIT |
|--|-------------------|------------------------|----------|------------|
| | \$75.00 | \$90.00 | \$125.00 | \$125.00 |

| Wolfram Green Room (954 sq. ft.) | Capacity | University Event | Non-Profit | Public |
|---|--------------------------|------------------|------------|--------|
| 5-hour rental (1hr. prep, 1-3 hr. event, 1 hr. Clean) | 22 seated 60 standing | \$375 | \$400 | \$500 |

| Grand Foyer | Capacity | University Event | Non-Profit | Public |
|---|----------------------------|------------------|------------|--------|
| 5-hour rental (1hr. prep, 1-3 hr. event, 1 hr. Clean) | 150 seated 800 standing | \$630 | \$672 | \$840 |

| Jackson Lounge (3,192 sq. ft.) | Capacity | University Event | Non-Profit | Public |
|---|---|------------------|------------|--------|
| 5-hour rental (1hr. prep, 1-3 hr. event, 1 hr. Clean) | 160 seated 160 theatre style 250 standing | \$630 | \$672 | \$840 |

| Christman Lounge (2,373 sq. ft.) | Capacity | University Event | Non-Profit | Public |
|---|---|------------------|------------|--------|
| 5-hour rental (1hr. prep, 1-3 hr. event, 1 hr. Clean) | 88 seated 50 theatre style 140 standing | \$551 | \$588 | \$735 |

| Christman Lobby (2,082 sq. ft.) | Capacity | University Event | Non-Profit | Public |
|---|-------------------------------|------------------|------------|--------|
| 5-hour rental (1hr. prep, 1-3 hr. event, 1 hr. Clean) | Add-on space to either lounge | \$274 | \$292 | \$365 |

| Entrance Plaza (2,080 sq. ft.) | University Event | Non-Profit | Public |
|---|------------------|------------|--------|
| 5-hour rental (1hr. prep, 1-3 hr. event, 1 hr. Clean) | \$653 | \$696 | \$870 |

| Stoddard Grand Tier Lounge (2,878 sq. ft.) | University Event | Non-Profit | Public |
|---|------------------|------------|--------|
| 5-hour rental (1hr. prep, 1-3 hr. event, 1 hr. Clean) | \$293 | \$312 | \$390 |

SCHEDULE B: USHER STAFFING REQUIREMENTS

The following page details the usher staffing requirements including the minimum number of Wharton Center staff for each venue. When budgeting for your event, please include charges as listed. These amounts include a 10% service commission which will be added to user's final usher charge. Please note that the following amounts are estimates only. Actual cost will vary depending on the length and type of event. All ushers are paid a minimum of 2 hours as well as time and a half on University recognized holidays and school breaks. Please check with Director of Operations & Administration for specific dates.

Staffing rates are subject to change. Rates typically change in August/September when the MSU Board of Trustees addresses student wages for the academic year.

STAFF COST ESTIMATE

Great Hall

| | |
|----------------------------------|---------|
| Full House, Reserved Seating | \$1,755 |
| Orchestra Only, Reserved Seating | \$1,300 |
| Full House, General Seating | \$1,600 |
| Orchestra Only, General Seating | \$1,260 |

Pasant Theatre

| | |
|--------------------------------------|---------|
| Full House, Reserved/General Seating | \$1,200 |
| Half House, Reserved/General Seating | \$900 |

GENERAL STAFFING NUMBERS

Great Hall

| |
|-------------------------------------|
| Full House, Reserved Seating |
| 20 Early Ushers |
| 13 Late Ushers* |
| 6 Supervisors* |
| 1 Office Attendant* |

Pasant Theatre

| |
|---|
| Full House, Reserved/General Seating |
| 12 Early Ushers |
| 8 Late Ushers* |
| 5 Supervisors* |
| 1 Office Attendant* |

| |
|---|
| Orch. Level Only, Reserved Seating |
| 14 Early Ushers |
| 9 Late Ushers* |
| 5 Supervisors* |
| 1 Office Attendant* |

| |
|---|
| Half House, Reserved/General Seating |
| 7 Early Ushers |
| 6 Late Ushers* |
| 4 Supervisors* |
| 1 Office Attendant* |

| |
|------------------------------------|
| Full House, General Seating |
| 14 Early Ushers |
| 9 Late Ushers* |
| 5 Supervisors* |
| 1 Office Attendant* |

| |
|------------------------------------|
| Orch. Level General Seating |
| 12 Early Ushers |
| 9 Late Ushers* |
| 5 Supervisors* |
| 1 Office Attendant* |

***MUST BE SUPPLIED BY WHARTON CENTER**

All costs are estimated based on average hourly wages and estimated event length. Actual costs may vary. House Management staff will be paid 1.5 their normal wage on University recognized holidays and school breaks. General staffing numbers are estimates based on an average event and at the discretion of WC.

PLEASE NOTE:

House Management staff and ushers are NOT the same as security, security staff are treated separately.

SCHEDULE C: SECURITY REQUIREMENTS AND COSTS

Security Staff Hourly Rates

2020/2021

2021/2022

| | | |
|---|-----------|-----------|
| Police Officer | \$67/hour | \$67/hour |
| Police Officer w/detection dogs | \$67/hour | \$67/hour |
| Greencoats Unarmed security | \$22/hour | \$22/hour |
| Stage Security Unarmed | TBD | TBD |
| Backstage Parking Lot Traffic Worker | \$18/hour | \$18/hour |

Metal Detector with Bag Check Staffing

| Venue | Staffing | Estimated Hours | Estimated Cost |
|----------------------------|---|---|----------------|
| Great Hall >500 | 2 Officers (1 late, 1 early) 15 Greencoats (6 late, 9 early) | Total Hours: 6 hours Pre event: 2.5 hours Event: 3 hours Post event: 30 minutes | \$1989 |
| Pasant *Great Hall <500 | 1 Officer 11 Greencoats (4 late, 7 early) | Total Hours: 5 hours Pre event: 2.5 hours Event: 2 hours Post event: 30 minutes | \$1237* |

Note:

All costs are estimated based on average hourly wages and estimated event length. Actual costs may vary.

*Great Hall <500 will require an additional greencoat, late position, which is not reflected in the cost above.

Bag Check Only Staffing

| Venue | Staffing | Estimated Hours | Estimated Cost |
|------------|---|---|----------------|
| Great Hall | 1 officer 13 Greencoats (6 late, 7 early) | Total Hours: 6 Pre event: 2.5 hours Event: 3 hours Post event: 30 minutes | \$1,656 |

| | | | |
|--------|---|---|--------|
| Pasant | 1 officer 10 Greencoats (4 late, 6 early) | Total Hours: 5 hours Pre event: 2.5 hours Event: 2 hours Post event: 30 minutes | \$1171 |
|--------|---|---|--------|

SCHEDULE D: PRODUCTION REQUIREMENTS AND COSTS

Events costs will vary greatly depending on the nature of the event.

Please coordinate closely with the assigned facility stage manager to advance your needs. Specific equipment needs, amount of time necessary for set-up and rehearsals, as well as length of performance will all impact the final expenses.

This description provided to give the most basic perimeters to consider when planning an event which will affect the stage crew labor billing.

STAGEHAND LABOR

I.A.T.S.E. Labor: Michigan State University Wharton Center for Performing Arts, and IATSE Local 274 have a signed labor Agreement. The Agreement is very comprehensive, please coordinate your needs as specifically as possible with your facility stage manager. Listed below is a brief synopsis of the contract.

Please contact your assigned facility stage manager for current applicable rates.

Performance/Rehearsal Rate: 3 1/2 hours, inclusive of 1/2 hour prior to schedule start time.

All other show hours will be paid at their applicable hourly rate.

Conditions:

Time and one half of the regular hourly rate will be paid.

- Between 1:00 a.m. – 7:00 a.m.
- After 8 hours in one day, (excluding performance rate hours).
- Employees will be paid one full hour at applicable hourly rate, for any fraction of an hour worked.
- Meal penalty will be incurred after 5 hours. One regular hour of pay, in addition to their current rate of pay, will be paid hourly, until meal break is provided.
- 6-hour turn-around - (an employee working without 8 hours between calls on subsequent days for the same event will continue to be treated as working overtime for the duration of the workday until such time as he/she receives a break of at least 6 hours.)
- 4-hour minimum Load-in, 4-hour minimum Load-out.
- Holiday pay is two times the straight time hourly rate for all hours worked, (or two times the straight time performance rate in the event of a performance.)
- Stagehands called by department will work as assigned to departments only.
- Wharton Center for Performing Arts will have a working department head for each department that has equipment in use, i.e., Props, Wardrobe, Projection/Video, Carpentry, Fly, Electrics, Sound, etc.

- The Head Electrician and Head Sound positions in Great Hall or Pasant are booth positions and cannot run deck cues during the performance.
- Truck Loaders are a separate department, and do not cross department lines. Likewise, hands do not unload or load vehicles.
- Wharton Center and the Stage Technicians will honor all yellow card attractions.

SCHEDULE E: MSU AUDITORIUM AND FAIRCHILD THEATRE

MSU Concert Auditorium and Fairchild Theatre operate under the direction of Wharton Center management and are intended primarily as cultural and educational resources for Michigan State University (MSU) and the mid-Michigan community. Any User requesting the use of these spaces must abide by the rules and regulations set forth in this document.

Scheduling dates for these spaces are extremely limited.

Usage Rates and Agreement Inclusions:

MSU CONCERT AUDITORIUM | FAIRCHILD THEATRE USAGE AGREEMENT INCLUDES:

- House Manager & Stage Manager
- Lights. heat. open & close of buildings, dressing rooms with showers
- Consultation with Event Coordinator, Technical Staff and Communication Staff
- Podium, lectern. chairs. music stands, risers (if applicable)
- Custodial Services for Commercial Users

MSU CONCERT AUDITORIUM | FAIRCHILD THEATRE USAGE AGREEMENT DOES NOT INCLUDE:

- Stage Labor
- Custodial Services
- Special set ups for stage, rehearsals, lobby spaces, etc.
- Miscellaneous equipment usage (See Equipment Usage Rates)
- Ticket Sales
- Security and Medical Services (Determined by the MSU Police Department and Wharton Center)
- Reception Space
- Parking for users, staff, performers, or patrons

| Fairchild Theatre (400 capacity) | University Event ACADEMIC | University Event NON-ACADEMIC | NON-PROFIT | COMMERCIAL FOR-PROFIT |
|---|---------------------------|-------------------------------|------------|-----------------------|
| First 6 Hours Performance Day | \$373.50 | \$971.10 | \$1,531.35 | \$3,735.00 |
| First 3 Hours Non-Performance Day | \$186.75 | \$485.55 | \$765.68 | \$1867.50 |

| MSU Auditorium (3700 capacity) | University Event ACADEMIC | University Event NON-ACADEMIC | NON-PROFIT | COMMERCIAL FOR-PROFIT |
|---------------------------------------|---------------------------|-------------------------------|------------|-----------------------|
| First 6 Hours Performance Day | \$576.00 | \$1,152.00 | \$3,240.00 | \$7,200.00 |
| First 3 Hours Non-Performance Day | \$288.00 | \$576.00 | \$1,620.00 | \$3,600.00 |

Ticketing, Front of House, and Production costs apply. Cost estimates to be provided upon request.

ADDENDUM A: STAFF LISTING

Administration/Scheduling:

Jarrold Bradford (**primary contact**), Director of Operations & Administration
517-884-3104, jarrod.bradford@whartoncenter.com

Crysta Manthei, Programming & Operations Assistant
517-884-3102, crysta.manthei@whartoncenter.com

Ticket Office:

Roslyn James (**primary contact**), Senior Assistant Ticket Office Manager
517-884-3105, roslyn.james@whartoncenter.com

Jennifer Richard, Ticketing Office Manager
517-884-3106, jennifer.richard@whartoncenter.com

Samantha Pond Bailey, Senior Assistant Ticket Office Manager
517-884-3122, samantha.pond@whartoncenter.com

Patron Services/House Management/Accessibility/Security:

Nina Silbergleit, Patron Services/House Manager
517-884-3119, nina@whartoncenter.com

Matt Kribs (**primary contact**), Associate House Manager
517-884-3199, matt.kribs@whartoncenter.com

Ana Whitman, Assistant House Manager/Security
517-884-3116, ana.whitman@whartoncenter.com

Kandra Harper, Assistant House Manager
517-884-2375, kandra.harper@whartoncenter.com

Refreshments/Receptions/Food Service:

Nina Silbergleit (**primary contact**), Patron Services
517-884-3119, nina@whartoncenter.com

Cody Manthei, Event Services Manager
517-884-2374, cody.manthei@whartoncenter.com

Production Services:

Sandy Thomley, Senior Production Manager
517-884-3109, sandy.thomley@whartoncenter.com

Steve Heinrich, Facility Stage Manager
517-884-3110, steve.heinrich@whartoncenter.com

Dave Barnum, Facility Stage Manager
517-884-3173, barnumd@whartoncenter.com

Maureen Murphy, Facility Stage Manager
517-884-3163, maureen.murphy@whartoncenter.com

Ron Fenger (**primary contact, MSU Auditorium**), Facility Stage Manager
517-884-3164, ron.fenger@whartoncenter.com

Finance/Billing:

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