

UNIVERSITY of HOUSTON



Cullen Performance Hall Facility Use Agreement

Booking #: _____

This agreement is entered into and is effective as of _____ between the University of Houston, ("University"), a state-supported institution of higher education located at 4800 Calhoun, Houston, Texas 77204-2171 and _____ ("Presenter"), which maintains a primary place of business or a location at _____.

University and Presenter shall be known collectively as the "Parties" and singularly as a "Party" or the "Party." This agreement incorporates by reference the attached document titled, "Cullen Performance Hall Policies and Procedures" (Attachment A), and expressly includes any additional terms, procedures, policies, and conditions that are set forth in the aforementioned document, as if set out herein. This document and the Cullen Performance Hall Policies and Procedures shall be known collectively as this "Agreement" or the "Agreement."

AGREEMENT

1. **Grant for Use of Premises.** University grants permission to Presenter for use of the Cullen Performance Hall ("Facility") for the sole purpose of the following and no other use: " _____ " (the "Use" or the "Event"). Presenter acknowledges that use of Facility for any other purpose is prohibited.
2. **Term for Use of Facility.** Presenter shall be permitted to use Facility for a period covering from _____ (_____ am.) on which date and time load-in may commence, through _____ (_____ pm.), on which date and at which time load-out must be complete ("Use Period"). Use Period shall not be extended for the occupancy or use of Facility or for the installation or removal of equipment without the written permission of University's authorized representative, and all additional time shall be paid according to the schedule of fees as established in the attached Cullen Performance Hall Policies and Procedures.
3. **Presenter Fees, Payments, Accounting.**
 - a. **User fees, partial payment.** Presenter shall prepay the following fees for use of Facility:

Use of Cullen Performance Hall	\$ _____
Estimated labor expense	\$ _____
Administrative Charge	\$ _____
Miscellaneous	\$ _____
Equipment/AV	\$ _____
Police/UHPD	\$ _____
Total Base Estimate	\$ _____
 - b. **Payment.** No activity shall be allowed in or around Facility until the Total Base Estimate of \$ _____ has been paid, and this amount shall be due upon receipt. It is further agreed and understood that University shall have first lien on all box office receipts to cover all payments due University under the terms and conditions of Agreement. Any remaining balance shall be returned to Presenter after expiration of Agreement.
 - c. **Unpaid amounts.** Any amounts not paid by Presenter when due shall bear interest at the rate of the lesser of (i) the maximum percentage allowed under federal or state law or (ii) eighteen percent (18%) per annum until paid. If University should after such

amount is due, place it in the hands of an attorney for collection, or if collected by suit or through any other legal proceeding, Presenter shall be obligated to pay University its expenses incurred in connection with such collection, including reasonable attorney's fees.

- d. **Charge estimates.** Presenter understands that labor charge estimates are based on the scheduled duration of Event. Total actual costs may vary. Presenter will be invoiced by the labor provider for any additional cost incurred or will be issued a refund by the labor provider in the event expenses are less than the amount partially paid.
- e. **Police expense.** Expenses for police personnel are estimated as a courtesy to Presenter. Cullen Performance Hall Reservations Office will include the estimated police charges as a part of the overall estimate for your event. Any additional charges or refunds issued by University Police Department will be reflected in the final invoice you receive from Cullen Performance Hall Reservation Office. Presenter is responsible for all actual expenses for police personnel and will remit such funds directly to the Cullen Performance Hall Reservation Office.
- f. **Payment Procedure.** Presenter agrees to and shall pay all amounts due under Agreement by certified check or bank cashier's check, payable to the University of Houston and delivered to the following:

University of Houston
Cullen Performance Hall
154 Cullen Performance Hall
Houston, TX 77204-2003.

Presenter agrees to submit to University an itemized account of all ticket sales, reporting to University the first and last ticket numbers sold for each event.

- g. **Financial Records.** Presenter agrees to keep proper financial records regarding the transactions made pursuant to Agreement for a period of four (4) years following expiration of termination of Agreement. Presenter further agrees that University's designee may examine these records during regular business hours, after giving reasonable notice to Presenter.
4. **Termination.** Agreement may be sooner terminated on the first to occur of the events specified in this section 4. All notices required under the termination provisions of the Agreement shall be given in accordance with the notice provisions set forth in section 6.e. of Agreement.
- a. **Destruction of or damage to leased premises.** In the event that Facility, or any portion hereof, is destroyed or damaged by fire or other calamity prior to the commencement of Event, so as to prevent the use of Facility for Event, or if Facility cannot be used for Event because of strikes, acts of God, national emergency, or other situations beyond the control of either of Parties, then either Party may terminate Agreement by written notice to the other Party, with no resultant charge or liability to either Party.
 - (1) **Refund, net of expenses.** In the event Presenter has made any payment to University pursuant to Section 3 of Agreement, such amount, minus expenses incurred by University on behalf of Presenter or for credit extended to Presenter, including, without limitation, the printing of tickets, payment of personnel, or any other items contemplated hereunder or authorized by Presenter, but not including any normal operating expenses of University, shall be returned to Presenter.
 - (2) **Decision regarding usability.** Any decision with respect to whether Facility is usable or not, whether as a result of damage, destruction, equipment failure, or any other event beyond the control of either party shall be made solely by University's authorized representative.

- b. **Mutual agreement.** In the event University and Presenter mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in the writing.
 - c. **Termination by default.** In the event either Party shall give notice to the other that such other Party has substantially defaulted in the performance of any obligation under the Agreement, and such default shall not have been cured within seven (7) consecutive days following the receipt of such notice by Party who is alleged to be in default, Party giving such notice shall have the right to immediately terminate Agreement.
 - d. **Termination for cause.** University may, without further notice, terminate Agreement immediately if Presenter (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; or (iii) makes a general assignment of its assets or business for the benefit of its creditors.
 - e. **Termination without cause.** In the event that either Party shall, with or without cause, at any time give to the other not fewer than sixty (60) days advanced notice prior to the initial scheduled date set forth in Section 2 of Agreement, Agreement shall terminate on the future date set forth in such notice.
 - f. **Effects of termination.** Upon termination of Agreement, as provided above, neither Party shall have any further obligation hereunder, except for (i) obligations accruing prior to the date of termination, as specified in the Cullen Performance Hall Policies and Procedures and (ii) obligations, promises, or covenants contained herein that are made expressly to extend beyond the term of Agreement.
5. **Insurance and Indemnification.** The indemnification obligation contained in this Section 5 shall survive termination of Agreement.
- a. **Insurance.** Presenter shall maintain insurance, as specified in the Cullen Performance Hall Policies and Procedures, to fully cover claims that may or do arise pursuant to Agreement and indemnification obligations set forth in Agreement.
 - b. **Indemnification by Presenter.** Presenter agrees to and shall indemnify and hold harmless University, its Board of Regents, officers, agents, employees, and personnel, from and against claims arising out of or related to performance of Agreement, including all expenses of litigation, court cost, and attorneys' fees and for general conduct, whether based upon agency, employment, apparent agency, joint venture, partnership, or any other legal theory by which liability is adjudged against University for the acts, omissions, negligence, or gross negligence of Presenter and/or any personnel provided by Presenter pursuant to Agreement.
6. **Miscellaneous.**
- a. **Cumulative Rights.** All rights, remedies, obligations, undertakings, warranties, representations, and covenants contained herein shall be cumulative, and none of them shall be in limitation of any other right, remedy, obligation, undertaking, warranty, representation, or covenant of either Party.
 - b. **Assignment.** No assignment of Agreement or the rights and obligations hereunder shall be valid without the prior written consent of the non-assigning Party.
 - c. **Amendment.** Except as otherwise expressly provided herein, no amendment or variation of the terms of Agreement shall be valid unless in writing and signed by authorized representatives of both University and Presenter.
 - d. **Governing Law.** Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions, and venue for any claim or proceeding shall be Harris County, Houston, Texas.
 - e. **Notices.** Except as otherwise expressly provided herein, all notices required or permitted to be given under the Agreement must be in writing and must either be delivered personally to the designated agent of Party to whom the notice is directed or

be mailed by registered or certified mail, return receipt requested, addressed as shown below.

University:

Manager, Cullen Performance Hall
University of Houston
154 Cullen Performance Hall
Houston, TX 77204-2003

Presenter:

with a copy to:

Department Business Manager
Ed. Technology & University Outreach
University of Houston
111 C.N. Hilton Hotel
Houston, TX 77204-30272003

with a copy to:

- f. **Compliance with laws, regulations, enforcement opinions, policies.** Agreement shall be performed in accordance with University policies, expressly including Cullen Performance Hall Policies and Procedures, and with applicable laws of the State of Texas and, to the extent applicable, all federal laws and all rules and regulations of any regulatory body or officer having jurisdiction over Parties and/or subject matter of Agreement.
- g. **Marketing and publicity.** Except as otherwise provided in Agreement, neither Party shall advertise or otherwise use the corporate name, trade name, fictitious name, trademarks, service marks, and/or symbols of the other without its prior express written consent.
- h. **Authority.** Each individual executing Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of Agreement.
- i. **Severability.** If any part of Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, regulation, or University policies, that part of Agreement shall be reformed, if reasonably possible, to comply with the applicable provisions of law, statute, regulation, or University policy, and, in any event, the remaining parts of Agreement shall be fully effective and operative insofar as reasonably possible.
- j. **Waiver.** A waiver by either Party or the breach or violation of any provision of Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of Agreement.
- k. **Force Majeure.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- l. **No third party beneficiaries.** Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in Agreement, there is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under Agreement.
- m. **Non-assumption of Liabilities.** Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.

- n. **Relationship of the Parties.** It is expressly acknowledged by Parties to the Agreement that Presenter is an independent contractor, and nothing in Agreement is intended to nor shall be construed to create an employer/employee relationship, a joint venture relationship, a borrowed-servant relationship, or a lease or landlord/tenant relationship between Parties. Further, neither Party shall have the authority, nor shall represent to a third party that it has such authority, whether actual or apparent, express or implied, to bind the other Party, unless such authority is expressly granted by the terms or conditions of Agreement.
- o. **Entire agreement.** Agreement constitutes the entire Agreement between Parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations, or representations, whether oral or written, between Parties.
- p. **Agreement Execution.** In executing Agreement, Presenter certifies that it has read the attached document titled, "Cullen Performance Hall Policies and Procedures," and that agrees to be legally bound by the terms, conditions, procedures, and policies set forth in this document. Each multiple original of Agreement shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

In witness whereof, the authorized representatives of Parties have executed Agreement in multiple originals, which shall be effective as of the date set forth in paragraph one of this document.

UNIVERSITY OF HOUSTON

PRESENTER

 Signature Date
 Dr. Elaine Charlson, Exec. AVP/AVC (over \$25K)
 Academic & Faculty Affairs

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Ed Hugetz, Associate VP/VC (under \$25K)
 University Planning and Outreach

Business: _____
 Address: _____

 Signature Date
 Dr. Marshall E. Schott, Assistant VP
 Instructional Support and Outreach

Note: Modification of this Form requires approval of OGC

UNIVERSITY of HOUSTON



Attachment A to the Cullen Performance Hall Facility Use Agreement

Cullen Performance Hall Policies & Procedures

154 Cullen Performance Hall • University of Houston • Houston, TX 77204-2003
713-743-5186 • 713-743-5194 (fax) • www.uh.edu/cph

Summary

The following summary should answer the most frequently asked questions concerning Cullen Performance Hall (“CPH”) policies and procedures. Please note that not all policies are represented in the summary and the summary does not exempt Presenter from compliance with policies and procedures that may be listed on the following pages.

ACCESS: No equipment or material may be delivered to CPH prior to the first scheduled date. All equipment and material must be removed immediately after the final performance. All signage, blocking of seats, etc. to be done in the public areas must be done under the supervision of the CPH House Manager. CPH staff members must be in attendance while anyone is in the seating or stage areas. (SEE SECTION 2 FOR DETAILS.)

CAPACITY & TICKETS: The seating capacity is 1,536. CPH reserves the right to require the use of tickets. (SEE SECTION 7 FOR DETAILS.)

ADVERTISING: All advertising materials must be approved in advance by CPH Manager. (SEE SECTION 3 FOR DETAILS.)

FIRE: Any special effects requiring pyrotechnics, flame, or radiation of any kind must be approved by CPH Manager. (SEE SECTION 12 FOR DETAILS.)

FOOD/DRINK/SMOKING: Food and Beverages are not permitted in the seating areas. Selling or distributing of food and/or beverage items to patrons requires appropriate permits and additional policies apply. Smoking is prohibited in CPH. (SEE SECTION 13 AND SECTION 26 FOR DETAILS.)

ACCESSIBLE SEATING: The seats designated as accessible seating may not be sold to patrons who do not require this type of seating unless all other seats have been sold. (SEE SECTION 14 FOR DETAILS.)

INSURANCE: Presenters must submit a Certificate of Insurance with the University of Houston as the certificate holder. (SEE SECTION 17 FOR DETAILS.)

PAYMENT: All payments, including Deposit Payment, Estimated Cost Payment and Final Invoice, must be made in the form of a certified cashier’s check made payable to the University of Houston and delivered to the Cullen Performance Hall Reservation Office. (SEE SECTION 23 FOR DETAILS)

PERSONNEL: CPH staff members must operate all CPH equipment. (SEE SECTION 19 FOR DETAILS.)

SECURITY: All uniformed security personnel must be officers employed by the University of Houston Police Department. No personnel other than University of Houston Police Officers may carry or conceal firearms on the University of Houston campus. (SEE SECTION 25 FOR DETAILS.)

SIGNAGE: Banners to be mounted over the front entrance must be attached by CPH personnel. (SEE SECTION 5 FOR DETAILS.)

USHERS: CPH requires at least one (1) CPH Usher per one hundred and twenty-five (125) audience members, with a minimum of eight (8) CPH Ushers. (PLEASE SEE SECTION 29 FOR DETAILS ON USHER STAFFING LEVELS.) Presenter ushers are not trained in facility policies and procedures or emergency evacuations. For the safety of our patrons we must require the minimum number of CPH ushers be maintained at all times. (SEE SECTION 29 FOR DETAILS.)

1. **ACCEPTABLE USES:** The following are acceptable uses of CPH, in order of priority:
 - a. Events of a fine arts or educational nature presented by University departments primarily for the benefit of University community.
 - b. Events of a fine arts or educational nature presented by University registered student organizations primarily for the benefit of University.
 - c. Events of a fine arts or educational nature presented by University departments or registered student organizations in conjunction with non-University affiliated organizations primarily for the benefit of University community.
 - d. Rentals to non-University affiliated presenters for events that will significantly serve to enhance University environment for current and potential students.
2. **ACCESS:** No equipment or material may be delivered to CPH prior to the first scheduled date unless prior approval is obtained from CPH Manager. All equipment and material must be removed immediately after the final performance unless prior approval is obtained from the Theater Manager. Non-CPH staff members are not allowed in the stage or seating areas unless CPH staff members are in attendance. CPH house management staff will be happy to assist Presenter with front-of-house setup (blocking off seats, posting signage, placing tables in the lobby, setting up concessions, etc.); such activities may not begin unless the house manager is present. The house manager will be at the theatre two hours before seating begins unless other arrangements have been made in advance. It is recommended that the seating area be opened to the public thirty (30) minutes prior to the scheduled start of each event.
3. **ADVERTISING:** No advertising materials bearing the names “Cullen Performance Hall” or “University of Houston” may be distributed until a Deposit Payment for the booking has been received by CPH. Please see section 23 “Booking Confirmation.” Advertising materials must meet University standards. See the UH Graphic Standards website. <http://www.advancement.uh.edu/graphicstandards/>. All advertising materials bearing reference to “Cullen Performance Hall” or “University of Houston” must be submitted to CPH Manager for approval before release.
4. **ANIMALS:** Animals of any kind are not allowed in CPH, unless part of a specific performance, except animals especially trained and being used as service animals to assist patrons who have disabilities. Animals that are to appear as part of a specific performance must have the approval of University Animal Care Committee. This approval must be delivered in writing to CPH Manager no less than ten (10) business days prior to the event. Please note that the approval process takes approximately six (6) weeks.
5. **BANNERS AND SIGNS:** Any banners, signs, ropes, or ribbons, including, but not limited to, those to be hung over the main entrance or attached to the seats or in the lobby of CPH must be approved by the CPH Manager or Technical Director. The use of clear tape of any kind is strictly prohibited. Masking tape and gaffer tape is available from CPH upon request. Failure to remove all signage, including all materials used to attach said signs, immediately following the final performance will result in an additional labor charge of not less than seventy-five dollars (\$75.00). CPH personnel must attach banners and signs to be mounted over the main entrance. Nothing may be attached to the theater walls.
6. **CANCELLATIONS:** Event cancellations must be made in writing with the Cullen Performance Hall Reservation Office. Refunds for cancellations will be made according to the following schedule:
 - a. **90+ Days – 100%:** Bookings canceled more than ninety (90) days prior to the first date of the booking will receive a full refund of their Deposit Payment.

- b. **90-61 Days – 75%:** Bookings canceled ninety (90) days or less, but more than sixty (60) days in advance of the first date of the booking will receive a seventy-five percent (75%) refund of their Deposit Payment.
 - c. **60-31 Days – 50%:** Bookings canceled sixty (60) days or less, but more than thirty (30) days in advance of the first date of the booking will receive a fifty percent (50%) refund of their Deposit Payment.
 - d. **30 or Less Days – 0%:** Bookings canceled thirty (30) days or less in advance of the first date of the booking the Deposit Payment will be forfeited.
 - e. If for any reason CPH is unable to honor the dates, a full refund of all payments will be made to Presenter.
 - f. See section 23 of these policies for the definition of the Deposit Payment.
7. **CAPACITY:** The seating capacity of CPH is 1,536. The capacity is increased to 1,601 if the Orchestra Pit is utilized for seating.
- a. **Standing Room:** No standing room tickets may be sold or distributed.
 - b. **Accessible Seating:** Accessible seating may not be sold to patrons who do not require this type of seating unless all other seats have been sold (please see section 14 “Accessible Seating” for specifics).
 - c. **House Seats:** There are seven orchestra level and four balcony level seats reserved for the use of CPH management. These seats do not appear on seating charts.
 - d. **Balcony & Orchestra Pit:** Presenters must notify the CPH office in advance if the balcony and/or orchestra pit are to be used.
 - e. **Access Control System:** CPH Management reserves the right to require the use of an access control system for entry into the facility. This system can come in the form of tickets, wrist bands, passes, and hand stamps (collectively referred to as ‘tickets’ for the purpose of this policy). The selection of the access control system is with CPH Management. The requirements of an access control system are as follows:
 - i. Paper tickets, when used, must be produced by a professional ticket printing company capable of providing a full manifest of all tickets produced for a booking.
 - ii. At a minimum, a separate color or shape of ticket MUST be used for each seating area (Orchestra, Balcony, Orchestra Pit) utilized and must be easily distinguished from each other.
 - iii. Each ticket must have a unique seat location OR unique sequence number permanently printed on it.
 - iv. Tickets with unique seat locations printed on them MUST follow the section name, row letter, and seat number convention indicated on the CPH seating chart later in these policies.
 - v. At the completion of the booking an itemized account of all tickets sold must be present to CPH. This itemization should include the number of tickets sold for each price group.
 - vi. CPH Management reserves the right to apply a per ticket facility surcharge on all ticket sales according to the current schedule of fees.
8. **CONTRACT REQUIREMENTS:** University units sponsoring performances by an organization or organizations not affiliated with University must submit copies of all contracts and riders with said organization(s) to CPH Manager not later than four (4) weeks before the event. These are required for informational purposes only in order to evaluate contractual requirements as they relate to CPH facilities and University policies.
9. **SPONSORSHIPS:** Presenters may qualify for the sponsorship rate if it meets all of the following requirements:

- a. Presenter is sponsored by a University administrative, academic, or student unit, not an individual. Student organizations must be registered with the Department of Campus Activities.
- b. Booking must be in keeping with the sponsoring University unit's stated purpose and with the overall mission of University.
- c. Sponsoring University unit(s) must participate in the booking to a significant degree, monitor its progress, and take overall responsibility for its success and policy compliance.
- d. Sponsoring unit must have a representative present for each day of the booking from the first call to the last call of the day. The representative must have appropriate authority from within the sponsoring unit to make decisions concerning the booking, including fees.
- e. The Presenter must offer tickets to University students at a significantly reduced rate.
- f. Sponsoring unit must submit a completed Addendum C 'Acknowledgement of Sponsorship Obligations' form to the Cullen Performance Hall Reservation Office no later than 10 business days prior to the first scheduled date of the booking.

Bookings that have been setup as a sponsorship but are later found not to be a sponsorship will be charged the standard rate on all charges for the booking. Additionally, the sponsoring unit will be barred from sponsoring future bookings at Cullen Performance Hall for a period of twelve (12) months from the last date of the booking where the violation occurred. Failure of a booking to meet any of the above requirements (a-f) will also result in the standard rate being applied to all charges for the booking.

10. **DAMAGES:** Presenter is financially liable for all damages including, but not limited to, damages to persons, patrons, facilities, or equipment.
11. **DRESSING ROOMS:** University and the management of CPH are not liable for items left in dressing rooms. Dressing rooms must be completely cleared of production materials immediately following the final performance.
12. **FIRE AND RADIATION:** Any performance calling for the use of fire or radiation (laser or ionizing device) onstage or offstage must be approved by CPH Manager, in consultation with University Safety and Risk Management Department, no fewer than two (2) business days before the scheduled arrival time. All applicable City of Houston and/or State of Texas permits must be obtained.
13. **FOOD AND ALCOHOL:**
 - a. Food and non-alcoholic beverages are permitted in CPH subject to the following restrictions:
 - (1) If food and/or beverage items are to be sold or distributed to patrons during a booking a Temporary Food Dealer's permit must be obtained from University Fire Marshall's office located on Wheeler Street west of Scott Street in the Department of Public Safety building. This is the UPD Building # 519 on the campus map. The phone number is 713-743-1635. The address is 3869 Wheeler Street, University of Houston, Houston, TX 77204. The request for a Temporary Food Dealer's permit must be received by the Fire Marshall's office at least five (5) business days prior to the event. The Fire Marshall website is www.uh.edu/fire/index.html.
 - (2) A Solicitation Permit must be obtained by University units and Presenters, from the Cullen Performance Hall Reservation Office, if food and/or beverage items are to be sold. University registered student organizations must obtain a Solicitation Permit from Campus Activities through their event registration process. This permit will outline what is permitted to be sold and for how much.
 - (3) All outside caterers or contractors providing food for sale at University must be in possession of a valid Food Permit issued by the City of Houston, Harris

County or the State of Texas and must also employ a Certified Food Service Manager.

- (4) Copies of all permits must be received in CPH office no later than five (5) business days prior to the event.
- (5) A “food & beverage deposit” will be added to the charges for the booking according to the current schedule of fees. This deposit will be refunded after the booking if no excessive cleaning charges are incurred. This deposit will be applied when food and/or beverage items are sold or distributed to patrons during a booking. This deposit may also be applied to bookings where the Presenter or University unit is distributing food and/or beverage items to a significant number of booking personnel.
- (6) CPH reserves the right to require an additional “food & beverage deposit” for backstage areas.
- (7) Food and/or beverage item distribution for patrons is restricted to the concession area in the basement lobby unless prior arrangements have been made with CPH Manager. Additional policies on the concession area is covered in section 21 of these polices.
- (8) Patrons may not bring food and/or beverage items into the seating areas of CPH.
- (9) Staffing, arrangement, operation, and sale/distribution of non-CPH food and/or beverage items are the responsibility of Presenter. CPH staff are not permitted to sell/distribute any non-CPH food and/or beverage items.
- (10) Presenter is required to remove all food and/or beverage items from the concessions area at the end of the day’s events. Failure to do so will result in the forfeiture of the “food & beverage deposit”.
- (11) Food vendors must post signs stating, “Food and beverage concessions are not owned, operated, or licensed by the University of Houston.” The sign must be at least eight (8) inches by eleven (11) inches with a seventy-two (72) point font.
- (12) CPH Manager reserves the right of refusal concerning food service vendors, based on prior experience with individual vendors.
- (13) University has an exclusive contract with Coca-Cola Bottling Company to supply cold beverages such that only Coca-Cola products may be sold or given away in conjunction with events held on campus (MAPP 09.03.01 Section V-B). Beverages is defined as all forms of non-alcoholic liquids intended for human consumption and all beverage bases from which these can be prepared. The following are not covered by this policy:
 - a. Milk and Flavored Milk
 - b. Fresh brewed coffee and tea
 - c. Fresh brewed hot chocolate
 - d. Soups
 - e. Fresh squeezed juices
 - f. Unflavored tap, faucet or fountain water drawn directly from the public water supply
 - g. Non-alcoholic beer

Additional information on the exclusive contract with Coca-Cola Bottling Company can be provided by CPH.

- b. Alcohol may be sold and/or distributed in the concession area only after special arrangements have been made with CPH Manager and subject to the following restrictions and requirements:
 - (1) An alcohol permit must be requested from University Dean of Students Office. The request for an alcohol permit must be approved by the Dean of Students

Office no later than ten (10) business days prior to the event. Please allow five (5) business days for approval process. The Dean of Students Office is located in room 252 of the University Center. Building 565 on the campus map. The phone number is 713-743-5470. The Dean of Students web address is www.uh.edu/dos.

- (2) A Temporary permit from the Texas Alcohol Commission must also be obtained.
 - (3) Copies of the approved permits must be delivered to CPH office no later than five (5) business days prior to the first scheduled event.
 - (4) The vendor must comply with all applicable federal, state, and local ordinances, laws, and regulations, including, but not limited to, those pertaining to age, licensing, and “dram shop” laws.
 - (5) A “alcohol deposit” will be added to the charges for the booking (in addition to the “food & beverage deposit”) according to the current schedule of fees. This deposit will be refunded after the booking if no excessive cleaning charges are incurred.
 - (6) CPH reserves the right to require an additional “alcohol deposit” for backstage areas.
 - (7) CPH staff will not sell, distribute, or accept money for alcoholic beverages.
 - (8) CPH and University accept no liability that does or may ensue as a result of the distribution of alcoholic beverages.
 - (9) CPH reserves the right to terminate the sale of alcoholic beverages upon the direction of CPH Manager or his/her designee.
14. **ACCESSIBLE SEATING:** Seating for patrons who require accessible seating is available in the rear of the house. Additional policies for accessible seating are as follows:
- a. Accessible seating may not be sold to patrons who do not require this type of seating unless all other seats have been sold.
 - b. Wheelchairs or other apparatuses will not be allowed to block fire exits or aisles.
 - c. Presenters are required to provide space at no charge for animals specially trained for patrons who require the assistance of service animals.
 - d. Accessible seating in the front of the house will be made available contingent upon request after sufficient notice has been given.
 - e. Presenters must make accessible seating available at a price not higher than that of the lowest-priced ticket available to patrons who do not require accessible seating.
 - f. Presenter, at Presenter’s cost, shall provide any special equipment or personnel required to accommodate a person who has a disability and requests accommodations in a timely manner.
15. **INAPPROPRIATE BEHAVIOR:** Inappropriate behavior on the part of Presenter, performers, and/or audience may result in the cancellation or cessation of the event at the discretion of CPH Manager, or his/her designee. Inappropriate behavior includes, but is not limited to, the following:
- a. The obstruction of aisles, exits, doorways, stairwells, or passageways.
 - b. Willful destruction of and/or damage to University facilities, property, or equipment.
 - c. Failure to abide by any of the rules, procedures, or policies stipulated in this contract.
 - d. Perceived danger to staff, patrons, or performers.
 - e. The booking running one (1) hour past the scheduled event time.
16. **INFORMATION:** A packet of technical information about CPH, including equipment inventories, medical care, food, and lodging are available from CPH office or online at <http://www.uh.edu/cph>.

17. **INSURANCE:** For the entire term of this Agreement, Presenter shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. Presenter shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; and (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit. All policies must contain a waiver of subrogation against University. Comprehensive General Liability and Commercial Automobile Liability policies must name University of Houston as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by University. Contractor shall provide University Certificates of Insurance evidencing these insurance requirements prior to the event.

If Presenter is a Texas state agency, Presenter may self-insure for the Comprehensive General Liability and Worker's Compensation coverage specified above.

18. **MERCHANDISING:** No merchandise may be sold without prior consent being obtained from CPH Manager. A solicitation permit must be obtained from the Cullen Performance Hall Reservation Office if merchandising items are to be sold. Additional policies for merchandising are as follows:

- a. Merchandising will for the purpose of this policy be defined as items patrons purchase during the booking and take home with them. Merchandising does not include food and/or beverage items.
- b. CPH reserves the right to charge a fee of fifteen percent (15%) of the proceeds from all merchandise sold on the premises, exclusive of food and drink OR a flat fee per merchandising table or location at CPH according to the current schedule of fees. The decision of which method to use is with CPH Management.

19. **PERSONNEL:** All bookings in CPH have a minimum staffing level. Rehearsal and Setup days require a minimum of one (1) CPH Stagehand. Performance days require a minimum of one (1) CPH Stagehand, one (1) CPH House Manager, one (1) CPH Floor Manager for each seating area used (orchestra, balcony, orchestra pit), eight (8) CPH Ushers for orchestra area and fourteen (14) CPH Ushers when the balcony area is used in conjunction with the orchestra area.

- a. CPH Reserves the right to require CPH Ushers during Rehearsal days. More detail on Usher staffing requirements is presented in Section 19 of these policies.
- b. The minimum shift for all personnel is four (4) hours.
- c. CPH personnel, or an approved contractor, must operate all CPH equipment.
- d. Presenter is responsible for reimbursing University for use of CPH personnel and contracted personnel (see attached fee schedule).
- e. CPH staff members are unable to accept financial or in-kind gratuities.
- f. When CPH personnel are required to work longer than five (5) hours without a one (1) hour meal break, Presenter will be liable for additional compensation as follows:
 - i. Presenter may pay CPH front of house personnel time-and-a-half, and CPH stagehands double-time, until they are given a one (1) hour break.
 - ii. Presenter may give CPH personnel a thirty (30) minutes break for which they will be paid and the Presenter will be charged a set fee for the meal.
 - iii. The choice of i or ii above rests entirely with Presenter.
- g. No activities may occur in the theater while CPH stagehands are on break. Breaks cannot be taken while the audience is present.
- h. The pay rate will be 1.5 times the prevailing rate for any hours worked in excess of eight hours within a twenty-four (24) hour period. In addition, the stagehand rate will be 1.5 times the prevailing rate for any hours worked on Sundays and 2 times the prevailing rate for hours worked between the hours of 12:00 AM and 8:00 AM.

Presenter must contact CPH office at least twenty (20) business days prior to the first scheduled booking date to confirm booking needs and times. Changes in staffing levels or schedules cannot be made less than two working days before a booking.

20. **PARKING:** All vehicles parked in University lots must display a valid parking permit from 8:00 AM to 8:00 PM Monday through Friday. Daily permits are available for purchase during this time at the Information Booth by Entrance #1 and the Parking and Transportation Services office in the Welcome Center Parking Garage (see information packet for a map and phone numbers). Event attendees and personnel are encouraged to use the Welcome Center Parking Garage 1A located at the intersection of UH University Drive and Calhoun Rd. For current rates please contact Parking and Transportation Services at 713-743-1097 or at <http://www.uh.edu/pts/parkvisitor.htm> . Additional policies concerning parking are as follows:
- a. Arrangements for the unloading and parking of Presenter’s trucks and buses must be made with CPH Manager not fewer than ten (10) business days before the scheduled arrival time.
 - b. University personnel whose cars are displaced for truck or bus loading / unloading will be reimbursed by Presenter.
 - c. Buses used for the transportation of patrons will use E. Cullen Circle Drive to load and unload in front of Cullen Performance Hall. Additional University Police Officers and/or Parking Enforcement personnel will be required to handle traffic and to supervise the loading / unloading of buses.
21. **CONCESSION AREA:** The concession area in the basement lobby (room 50) is available for use by Presenter. The following policies apply to the use of the concession area:
- a. A “concession rental charge” will be added to the booking according to the current schedule of fees.
 - i. The “concession rental charge” will be waived when on campus catering services are used.
 - b. A “concession deposit” (in addition to the rental charge) will be added to the booking charges according to the current schedule of fees. This deposit will be returned if the concession area does not require excessive cleaning and no equipment was damaged.
 - c. Presenter is responsible for removing all of their items from the concession area at the completion of the booking.
 - d. See section 13 “food and alcohol” for additional policies related to the concession area.
22. **REFUNDS:** A Vendor Setup Form must be on file with University to process all refunds. Please allow six (6) to eight (8) weeks for processing and delivery.
23. **BOOKING CONFIRMATION & PAYMENTS:** A booking will not be considered to be confirmed until receipt of the Deposit Payment and Estimated Cost payment by the Cullen Performance Hall Reservation office in addition to receipt of a fully executed Cullen Performance Hall Facility Use Agreement by Presenter from the Cullen Performance Hall Reservation Office.
- a. Definitions:
 - i. **“Tentative Booking/Deposit Due Letter”** is the first letter Presenter receives after submitting a room booking request to the Cullen Performance Hall Reservation Office.
 - ii. **“Deposit Payment”** is defined as 50% of the facility rental fee for each reserved date when booking request is received more than sixty (60) days before the first date of the booking. For booking requests received less than sixty (60) days before the first booking date of the booking the deposit payment will be defined as 75% of the facility rental fee for each reserved date. If there is no facility rental fee, then the deposit payment will be \$300.00 for each reserved date.
 - iii. **“Estimated Cost Payment”** is defined as the total remaining estimated balance billed.
 - iv. **“Final Invoice”** is the invoice mailed at the completion of the booking and reflects the total expenses less the total of all payments. If the-total of payments

exceeds the amount of the total expenses, Presenter will receive a refund, after completing a Vendor Setup Form.

- b. "Deposit Payment" will be required within ten (10) business days of the "Tentative Booking / Deposit Due Letter" being sent to Presenter.
 - c. "Estimated Cost Payment" will be required no later than ten (10) business days before the first scheduled date of the booking.
 - d. "Final Invoice" with balance due will require payment within fifteen (15) days of invoice being generated.
 - e. Failing to make a payment by a due date may result in the cancellation of Presenter's booking(s).
 - f. All payments should be delivered to the Cullen Performance Hall Reservation Office in the form of a certified cashier's check or money order. University units may also make payments by People Soft Journal Entry.
 - g. Bookings cannot be accepted from Presenters or University units with outstanding debts to CPH or University.
24. **SCHEDULING:** Bookings and scheduling of CPH are made with the Cullen Performance Hall Reservation Office. CPH may be reserved up to one year in advance. No booking request will be accepted prior to one (1) year in advance without written approval from the Assistant VP Instruction Support and Outreach (please see 32 "Policy Waiver").
25. **SECURITY:** The minimum number of University Police Department Officers is one. If the balcony is used for audience seating, than this number shall be increased to two. One additional University Police Department Officer must be stationed at each location where money will be handled (box office, concessions, etc.). Money may not be collected at any location other than the box office or concession area without the approval of University Police Department in consultation with CPH Manager. CPH and University Police Department reserve the right to require additional security personnel, uniformed or otherwise. University Police Department Officers must be scheduled no fewer than fourteen (14) business days prior to the event. All uniformed security personnel must be officers employed by University Police Department. No personnel or individuals other than University Police Department officers may carry or conceal firearms on campus.
26. **SMOKING:** Smoking is prohibited in University buildings. Anyone found smoking inside CPH may be escorted out of the building by a University Police Officer.
27. **STANDARD SETUP:** Users of CPH will bear the cost of restoring all CPH equipment, including, but not limited to, lighting, sound, and curtains to the same location and condition in which said equipment was found, unless prior arrangements have been made with CPH Manager.
28. **TELEPHONE:** CPH provides a backstage telephone for the convenience of our guests. This number, which is in CPH information packet, should be given as the emergency telephone number.
29. **USHERS:** CPH requires at least one (1) CPH Usher per one hundred and twenty-five (125) audience members, with a minimum of eight (8) CPH Ushers. The minimum number of CPH Ushers required to cover all entrances to the Orchestra level is eight (8). The minimum number of CPH Ushers required to cover all entrances to the Orchestra and Balcony levels is fourteen (14). This minimum number of CPH Ushers required to cover all entrances to the Orchestra, Balcony and Pit levels is eighteen (18). CPH reserves the right to require additional CPH Ushers based on the ticketing method used or other needs as determined by CPH. CPH Ushers are covered by the same policies concerning meals and overtime as the other CPH staff members (see section 19 of these policies). The minimum shift for CPH Ushers is four (4) hours. Please see CPH Manager at least twenty (20) business days prior to your event concerning your booking needs.
30. **VOLUME LEVEL:** The maximum permissible volume level is a constant one hundred (100) dB-SPL ("A"-weighted) over a period of three minutes, measured from the center of the house in the center aisle.

31. **USE OF EZEKIEL W. CULLEN BUILDING HALLWAYS:** The Ezekiel W. Cullen building (“E. Cullen”) hallways may be used as a holding or preparation area for larger events needing additional space. The use of E. Cullen hallways is subject to the following limits and restrictions:
- a. Hallways may not be used during the hours of 7:30 AM to 6:30 PM, Monday - Friday.
 - b. Only the basement and first floor hallways of E. Cullen may be utilized. All E. Cullen hallways second floor and above may NOT be utilized.
 - c. E. Cullen is not part of the standard CPH facilities and must be requested before rental contracts are signed.
 - d. Hallways of E. Cullen may be used as a holding area, but may not be used as dressing rooms or rehearsal space.
 - e. No one will be allowed into E. Cullen hallway while wearing tap shoes or other footwear that CPH Staff feels may cause damage.
 - f. Use of E. Cullen hallways is subject to additional cleaning cost.
32. **POLICY WAIVERS:** Request for a waiver of any of the aforementioned policies must be submitted in writing to the Assistant VP Instructional Support and Outreach or designee via the Exception to Cullen Performance Hall Form. The form is available in and must be submitted to the Cullen Performance Hall Reservation Office at least ten (10) business days prior to the day of the event. A memo outlining the purpose of the event and why the exception is being sought must accompany this form.

NOTE: POLICIES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

EXCERPTS FROM THE ROLE AND SCOPE STATEMENT OF THE UNIVERSITY OF HOUSTON

The University of Houston...recognizes its special responsibility to serve education, research, and service needs of the Greater Houston area...Its public-service programs complement the educational mission of the University and, at the same time, serve, contribute to, and enhance the cultural and social climate of the community at large... The educational mission of University is also designed to meet the business, science, and health, legal, government, and cultural needs of the city.