



Rental Policies

FOR



The Clayton Center for the Arts
502 East Lamar Alexander Parkway
Maryville, TN 37804

October, 2011

GENERAL POLICIES

NONDISCRIMINATION - Customer will not discriminate against, segregate, refuse admittance to nor provide biased or even preferential treatment on the basis of race, color, creed, religion, sex, age, physical or mental challenges, medical condition, sexual preference, gender identity, marital status, ancestry or national origin of any person. This includes in programming and program content or philosophy and specifically prohibits programming promoting or advocating discrimination, violence or biased treatment based on any of these classifications.

OBSTRUCTIONS - No portions of aisles, sidewalks, entrances, exits, passages, vestibules, halls, elevators, or means of access to public spaces of the facilities shall be obstructed or caused to be obstructed by Customer or caused to or permitted to be used for any purpose other than ingress or egress to and from the CCA and its premises. The doors, stairways or openings that reflect or admit light into any portion of the buildings, including the hallways, corridors, passages, house lighting attachments and radiator, shall in no way be obstructed by Customer.

ANIMALS - Except for service dogs or animals used in onstage performances, animals of any kind are not allowed in the CCA either front-of-house or in the dressing rooms or backstage.

DISRUPTIVE PEOPLE - The CCA reserves the right to eject, or cause to be ejected from the premises, any person or persons engaging in disruptive, loud, belligerent or threatening conduct—whether patron, staff, crew, performer, volunteer, producer or others. The CCA reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated or under the influence. The CCA shall not be held liable for any physical injury to the Customer that may result from exercising this right.

BOOKING & PAYMENT POLICIES

RENTAL & LABOR RATES – For all events, a CCA staff Event Manager is required. For all events dates and set-up dates, in a performing arts space, the CCA Technical Director is required for rehearsal and event dates. The CCA's rental and labor rates are subject to various labor contracts and are nonnegotiable. Additional labor needs will be determined after meeting to discuss event needs.

HOLDS & BOOKING –A date is fully secured after a rental deposit and signed contract have been received by Corporate Sales and Events. At the discretion of management, the CCA may temporarily hold a date for a rental Customer for up to 10 days while the Customer is negotiating talent routing or other date-specific production matters related to that date. This service is solely intended to assist Customers in the scheduling of performance dates. No date is considered secure without a signed contract and deposit payment is received by CCA.

The Clayton Center for the Arts may be rented on a space-available basis. A non-refundable deposit of one half (½) the rental fee and a Five Hundred Dollar (\$500) damage deposit will be required and due with the signed contract. If a deposit and contract are not received by the contract expiration date, the date/time will be made available to other potential Customers. Should an event be canceled due to no fault of the CCA, the entire deposit will be forfeited.

USE AGREEMENTS - It is understood and agreed that the Rental Agreement does not grant exclusive use of the CCA. Management reserves the right to coordinate and adjust as required event start times in order to minimize audience overlap in start, intermission and end times of concurrent events.

All users and patrons are responsible for compliance with all local, state and federal laws in addition to the ordinances, policies and regulations of the City of Maryville.

Usage hours reflect actual hours in which Customer has access to reserved space, including set-up and clean up by Customer. CCA agrees to complete in-house facilities event set up and basic house lighting and house sound set up (other technical set up excluded) no later than the starting time of Customer's usage hours. Additional technical set up will begin at the starting time of Customer's usage hours.

Usage hours granted shall not be extended for the occupancy or use of CCA premises or for the installation or removal of equipment without the permission of CCA management. All such additional usage hours shall be paid for according to the current schedule of charges.

DISCRETIONARY BOOKING – CCA reserves the right to refuse rental of any space for any use which CCA, and solely CCA, deems undesirable or incompatible with its operation, mission or long term goals or which are in direct conflict or competition to the organization's own programming or that of already confirmed bookings. Similarly, management reserves the right to approve all performance content and activities to ensure appropriate standards of quality and decency. Management reserves the right to deny or revoke any rental agreement at any time and for any reason.

CCA reserves the sole right to cancel an event due to inclement weather or other dangerous situations. Every reasonable attempt will be made to reschedule the event. If this happens, the customer will be refunded any payments made to the CCA. Payments are only limited to the contracted rental amount less deposit.

PAYMENT POLICY - All checks should be made out to "The Clayton Center for the Arts." Payment of the rental and damage deposit is required with a signed contract. The remaining balance due must be paid prior to the event date. A final bill will be generated within three (3) business days after an event reflecting all charges. Any balance due on the final bill must be received within ten (10) calendar days of invoice date. Any accounts over thirty (30) days old may be turned over to collection.

DAMAGE DEPOSIT - A Five Hundred Dollar (\$500) damage deposit is required for all events in the CCA. This deposit is in addition to the rental deposit and must be rendered with a signed contract. The Customer shall be responsible for any and all damages to CCA facilities caused by acts of the Customer, Customer's agents, employees, or attendees of Customer's event and agrees to pay such costs immediately upon presentation of the bill.

REFERENCES - CCA reserves the right to require and process business references, contacts and venue production references and to research past events in which the Customer, act and/or subcontractors have produced similar events.

INSURANCE – The Customer shall provide comprehensive General Liability Insurance coverage in an amount not less than One Million/One Million Dollars (\$1,000,000/\$1,000,000) and a certificate of insurance specifying date(s) of coverage, insurance carrier, and policy agent, no later than thirty days(30)prior to the event. Clayton Center at Maryville College must be named as additional insured. Customer's insurance company shall provide thirty days prior notification of any reduction in coverage. The insurance certificate must be sent to the Office of Corporate Sales and Events at least thirty (30) business days prior to the date of the event. Failure to provide an insurance certificate evidencing the satisfaction of the requirements of this paragraph may, at the CCA's discretion, result in cancellation of this Agreement.

CLEANING - Customer agrees to leave all CCA facilities in the same condition as existed at the time Customer took possession. CCA will provide normal pre and post event cleaning services as provided in contract, however, any additional charge incurred because CCA finds, in its sole discretion, that the facility was not left in the same condition as it was let will be borne by Customer.

BOX OFFICE POLICIES - The CCA maintains its own box office operations for all events held at the CCA. Use of box office services is subject to the terms of the Box Office rider in the Rental Agreement. Please refer to the CCA Box Office Policy document for more information.

CAPACITY –Below is a capacity chart for each venue in the CCA. They include all complimentary and give-away admissions. If the production requires that any seating areas be used for sound, lighting or other equipment, the capacity will be reduced. Large numbers of performers may reduce authorized capacity. Do not oversell or over comp shows. Authorized capacity is stated in the box office rider for each event. The CCA retains 100% of all admission revenue in excess of contracted capacity.

Venue	Capacity
Ronald and Lynda Nutt Theatre	Normal: 1107. An additional 77 seats can be added in the orchestra pit
William Baxter Lee III, Grand Foyer	Seated Banquet: 250, Standing reception 500

Haslam Family Flex Theatre	200
Harold and Jean Lambert Recital Hall	Normal: 250
Outdoor Plaza	Standing reception: 300
Fulmer Family Special Events Room	50 seated Theatre Style, 32 seated at tables

ON-SITE MEETINGS / EXCESSIVE STAFF TIME -- A confirmed rental contract and deposit entitles each Customer to two, one-hour production meetings at the CCA at a mutually agreed time. In order to make best use of this meeting, each Customer is encouraged to meet with their production staff in advance of this on-site meeting to ensure that all parties are in agreement regarding the Customer's use of CCA facilities. The Customer should take care to ensure that all of head staff attend this on-site meeting. Customer and Customer's staff should have read and familiarized themselves with the CCA policies and any artist contracts or technical riders in advance of this meeting. While the CCA is eager to help ensure the success of each CCA event, additional on-site meetings will be charged at the CCA hourly rental rate, with a two hour minimum. Excessive phone, fax, mail or email communications will incur additional staff time charges. This policy is in place to allow the CCA staff to focus on the business of operating and maintaining the facility and to ensure equal attention to all renters and events.

FRONT-OF-HOUSE POLICIES

INTERMISSIONS - To best service event patrons, the CCA may require an intermission for contracted events. This provides patrons opportunity to use restroom facilities and obtain refreshments without disrupting programs or disturbing other patrons.

USHERS & TICKET TAKERS - Ushers and ticket takers are can be provided by the CCA at no additional charge. Reserved seating or reserved section events require additional ushers. The CCA's ushers are not security staff.

MERCHANDISE SALES - The CCA will allow the artist's merchandising representatives to sell t-shirts, records, tapes, CD's, DVD's and souvenirs. Tables & chairs are available upon request. The CCA retains Fifteen Percent (15%) for recordings and Twenty Percent (20%) for all other merchandise of the gross sales as a hall percentage. This information must be forwarded to the artist's merchandising representative. The Customer is responsible for this percentage if the merchandising representative underpays or refuses to pay. No give-away stickers are allowed. If the artist or their representatives wish to have the CCA Staff sell merchandise and accept credit cards on their behalf, a Twenty Five Percent (25%) surcharge on all items sold in addition to staff wages will be charged.

CONCESSIONS - The CCA reserves the exclusive right to operate the snacks and soft drinks/beer/wine/cocktail concessions areas and bars. If the customer desires the snack or bar concessions to remain closed, additional charges may apply. No food or beverages may be sold, catered or be provided to guests free-of-charge without express written permission of the CCA.

CATERING & ALCOHOLIC BEVERAGES - Customers may make arrangements with any CCA preferred caterer to provide food, non-alcoholic drinks and alcohol service for a reception or meal which is directly associated with any contracted event. A catering fee will be charged by the CCA if a non preferred caterer is used. Please refer to the CCA website for a list of current preferred caterers. Caterers who are not on the preferred list must meet with the event manager and agree to the catering policy before approval.

If your caterer does not have their liquor license and cannot provide alcohol service then all alcohol is provided by the CCA and that such beverages are dispensed only by CCA servers and/or bartenders. Please refer to the CCA's Catering and Alcohol Policies document for current rates for this service. If alcoholic beverage service is requested, the CCA requires and schedules an off-duty security officer for the duration of the event. The customer is responsible for all charges associated with this service. The CCA assumes no responsibility for any property damage or bodily injury resulting from any act or omission on the part of the Customer or the Customer's attendees due to alcohol consumption. The CCA reserves the right to deny the request of any Customer to have alcoholic beverages at their event for any reason.

DECORATIONS - The following decorations are specifically prohibited: stickers, spray paint, liquid paint, and candles. Only approved methods may be used to affix signs, decorations or other objects to any surface, seat or fixture. No tape, staples, holes or nails will be permitted. The Customer must submit a decorating plan and obtain approval of all decorations from the event manager in advance. The Customer is responsible for removing all decorations after the event. Any costs associated with a violation of these policies including such things as cleaning up confetti or retrieving helium balloons from the ceiling will result in additional charges to the Customer. Only the staff of the CCA may move any furniture or fixture.

PUBLICITY & MARKETING POLICIES

CONTRACT & DEPOSIT REQUIRED TO ADVERTISE - No event taking place at the CCA may be announced, publicized or advertised in any manner (including "save the date" announcements or "ticket on sale dates") without a fully executed rental contract. Use of the CCA name, logo and likeness in any unauthorized marketing is an infringement of trademark law and subject to State and Federal penalties.

CITY POSTER LAW - The City of Maryville Municipal Code imposes fines for posting advertisements on public or utility property (i.e. utility poles) without a permit. The CCA does not authorize, cause, permit, encourage, direct, recommend or approve the posting of signs on

public or utility property. Any such fines imposed upon the CCA will be passed on to the customer.

USE OF NAME & LOGO - The CCA name, logo and likeness are trademarks and may not be used without permission. Only the CCA's full name, "The Clayton Center for the Arts," may be used to promote an event with a signed contract. Located on the Maryville College campus, the street address is 502 East Lamar Alexander Parkway, Maryville, TN 37804. Please use the official name of each space you may be using, shortening the names is not permitted.

APPROVAL OF ADVERTISING - The CCA Marketing Director reserves the right to review and approve, in advance, the content and design of all advertising and promotional materials that refer to any event at the CCA.

PUBLICITY BY THE CCA - The CCA Marketing Director reserves the right to choose events to publicize in regular weekly and monthly calendars, advertising, emails, etc and on the website. Customers may opt out at the time of contract signing. All events using Box Office services may be listed on the website for on-line ticket purchasing if desired

SPONSORS & ON-SITE ADVERTISING - The CCA Marketing Director and the Director of Corporate Sales and Events reserve the right to approve any sponsor recognition and to refuse Customer sponsorships that conflict with existing CCA relationships or are deemed inappropriate or incompatible with the CCA's standards or programming. Further, the theater reserves the right to view and approve, in advance, any advertising material to be displayed or distributed at the CCA.

PRODUCTION POLICIES

DOOR OPENING & SHOW TIMES – Doors to the Clayton Center lobby will open 1 hour prior to event time, the theatre doors open 30 minutes before contracted show time unless alternate arrangements are negotiated and part of the rental agreement. Any show that does not start at the contracted time may be subject to overtime fees, and other charges including those for additional staff, equipment or venue rental time. Such delay may also be grounds for refunding tickets to patrons.

SAFETY - The Customer is responsible for providing a safe environment for everyone involved. CCA staff reserve the exclusive right to determine what constitutes a safe environment. Anything deemed unsafe must be remedied before load-in or, if applicable, the show will be suspended until safety is restored. CCA staff will be especially concerned with loading practices, hanging objects, flammability and fire safety, electrical usage, connections and equipment, and crowd control. All plans should be reviewed with technical staff in advance to address all such plans during pre-event meetings.

FIRE SAFETY - The CCA enforces fire protection safety codes and is subject to inspection by the State Fire Marshall and the City of Maryville Fire Department. PYRO DEVICES OR OPEN FLAME, INCLUDING CANDLES, are NOT allowed in the facility. All fire aisles and exits must be kept clear of all obstructions at all times. CCA technical staff will clarify exiting clearances, but the ultimate authority is the City of Maryville Fire Department and the office of the State Fire Marshall, who may modify these requirements without recourse. No smoking is allowed anywhere in the building, including dressing rooms. There is no standing allowed in the aisles, or on the stairs inside any theatre. This will be enforced by the ushers and security staff. FAILURE TO FOLLOW THESE RULES WILL RESULT IN THE IMMEDIATE SUSPENSION OF THE SHOW (OR LOAD-IN) UNTIL THE CONDITIONS ARE CORRECTED. IF THEY ARE NOT CORRECTED, THE SHOW MAY BE CANCELLED WITHOUT REFUND TO THE CUSTOMER.

RIGHTS, ROYALTIES & COPYRIGHTS - Customer warrants that any artist performing in their event is an authorized registrant, owner or legal user by virtue of use or operation of the name under which it is performing. Customer also warrants that, with regard to all copyrighted materials to be performed, they have been duly licensed or otherwise authorized by the copyright owners or their authorized representatives to perform such materials. Customer shall indemnify and hold harmless the CCA, its officers, agents and employees from and against any and all claims, demands, actions, costs or liability based upon or arising out of Customer or Artist's false, deceptive or misleading claims of an affiliation or connection between itself and a "recording group" as defined by law and Customer or Artist's failure to secure all licenses or authorizations for any and all copyrighted works performed by Artist during the event. It is Customer's or Artist's responsibility to secure rights, pay royalties and clear all copyright issues with their respective holders for all material presented to the public in connection with their production. This includes public exhibition rights to any television or motion picture material shown, ASCAP/BMI or other royalties for any music used (including pre & post-show recordings played), royalties on any scripts or other materials used and clearance for use for any material held under copyright. CCA may request proof of same at any time and event will be subject to cancellation without refund for failure to provide such documentation.

THEATRE AND SPACE USE - All spaces in the CCA may be rented on a space-available basis. Space usage will be clearly defined in all rental agreements. The Customer and/or Representative named in the rental agreement must be present during the entire contract period. The CCA reserves the right to schedule events in adjacent areas at its sole discretion. A CCA staff person is required to be present during all load-in/out periods as described in the rental agreement. Additionally, the CCA reserves the right to determine staffing needs and charge for such accordingly.

STAGE AND SET POLICIES – Duct tape is prohibited in the CCA. It is not to be used on the stage floor, rigging equipment, any lighting or sound equipment, and cables, or on any doors or walls. Only Gaffers tape or Electrical Tape is allowed to be used. If necessary, the CCA will provide approved tape for an additional small fee. Customer MUST get prior approval to drill, screw, or nail sets props or equipment into the stage floor (or any other portion) of the CCA. No food or

drinks are allowed on stage. No food is allowed in the dressing rooms. The Green room may be made available for that purpose.

THEATRICAL STAGE LIGHTING AND CONCERT SOUND SYSTEM -- The CCA has an in-house theatrical lighting system and concert sound system (see technical specification riders for more information). Additional charges apply for use (including tying in Customer equipment to house audio/visual systems) of this equipment. Any additional sound, lighting or video equipment required for events can be provided by CCA contracted vendors.

TECHNICAL PERSONNEL & STAGE MANAGER -- Only qualified personnel are allowed to operate CCA equipment. The CCA reserves the right to use CCA technical staff when safety or expertise is a consideration. Customer supplied, qualified technicians may be allowed with prior approval from CCA technical staff, who will also determine the minimum number of personnel required for each event. A minimum of one CCA technician is assigned to each event to facilitate and coordinate Customer technical needs during rehearsals and the contracted event.

DIGITAL PROJECTION -- The CCA is equipped to project in the Ronald and Lynda Nutt and the Harold and Jean Lambert theatres on a projection screen. The formats available are indicated in the technical specifications sheet. There is an additional charge for the projectionist and equipment. The CCA reserves the right to run a maximum of two trailers per showing.

BACKSTAGE POWER -- Three-phase electrical service is available for touring equipment as listed in the Technical Specifications. All connections are to Cam-Lock plugs located within 50 feet off stage right and stage left. There is an additional charge for the use of this power, which includes the electrician's labor for tie in and disconnect of this service. CCA can provide distribution to 110V/208V single-phase connections made within 10 feet of the three-phase panel as part of this service charge. For all other uses, the Customer or a qualified electrical subcontractor must provide adequate (i.e. code-approved) length and gauge of feeder cable. All connections shall be made by CCA electricians, who reserve the right to refuse connection of dangerous or defective distribution systems or any cabling or equipment that does not conform to code.

PHONES, COMPUTERS & INTERNET -- No CCA equipment, supplies or concessions equipment may be used for Customer's event unless negotiated in the rental agreement.

FOLLOWSPOTS & OPERATORS -- There may be an additional fee for use of the CCA's followspots. As with all house equipment, CCA staff is required to operate and/or oversee this equipment.

USE OF SMOKE OR LASERS -- Any use of mechanical smoke or lasers must be approved in advance in writing by CCA staff. If a presentation includes the use of lasers, the Artist or Customer must provide documentation of laser type, manufacturer, method of use, description/location of projection surface and location of source in writing to CCA not less than four (4) weeks prior to engagement. Similarly, if mechanical smoke is to be used,

documentation of manufacturer, method of use, description/location and MSDS sheets for the chemicals used in the fog must be forward in writing to the theater not less than four (4) weeks prior to event. Upon approval, theater will notify Customer of conditions of use.

SECURITY PERSONNEL -- The CCA provides, schedules, and manages security staff for all events. The CCA will work with the Customer to determine the suitable number of security personnel for the type of event. Security is required to secure outside the building as well as in, including all exits, the sidewalks, front doors and back stage doors. The CCA reserves the right to require additional security as it deems necessary. An off-duty officer is required for all events with alcoholic beverage service. The cost for all security personnel are negotiated as part of the rental agreement.

HOURS -- Rental start/end times are negotiated and recorded on all rental agreements. Access to the CCA is limited to the contracted times. Technical set-up begins at the start time printed on each rental agreement.

STORAGE -- Customer, caterer, decorator, florist or entertainer property cannot be stored overnight either prior to or following rental period. In addition, deliveries will not be accepted prior to the start of the scheduled rental period.

LOAD-IN & LOAD-OUT

Any time spent within the building will be charged to customers. This includes load-in, event set-up, sound-check or rehearsals, the event or performance, and tear-down/load-out. For this reason, please be sure to calculate enough time for event requirements. Supplies, equipment, personnel and volunteers cannot arrive at the CCA in advance of contracted times and must vacate by the end of contracted times. Rental, staffing charges, and overtime will be added for all facility use outside of contracted times. All personal belongings, equipment, decorations, sets and all items associated with Customer's event must be removed from the facility by the end of the rental period. No items may remain overnight for pickup the next day without additional charges. The use of CCA staff for load in/out must be negotiated in advance. Customers are encouraged to become familiar with the CCA loading areas as noted in the technical specifications sheet, and to ensure a safe and efficient load-in/out.

TOOLS AND SUPPLIES -- CCA does not provide tools, consumable items or office supplies. Please bring all such tools needed for set installations. Adequate supply of tape, scissors, staplers, pens, pencils, etc should be brought by the customer. Please refer to the decorations and stage set section in this document for more information.

BACKSTAGE AREAS -- CCA reserves the right to assign dressing rooms as necessary. The Green Room is provided for the mutual use of all personnel associated with all events occurring in CCA. It is not a private space. Dressing rooms, Green Room, backstage and stage areas must be kept clean, orderly and quiet. Multiple events may occur simultaneously. Customers must provide adequate adult supervision for all events involving children. CCA assumes no

responsibility for valuables. Lockers are available and Customers are encouraged to bring a pad lock and use a locker as needed.

PARKING -- There are 212 parking spaces in the CCA, 13 of which are handicap accessible. CCA may designate additional Handicap spaces as it deems necessary. Events requiring more than 212 spaces will utilize Maryville College parking areas as needed. Please see the parking map located on the CCA website.

Parking at the loading dock is only available for trucks or tour coaches. It is the Customer's responsibility to inform their employees, subcontractors and guests of this policy. The CCA assumes no liability for any vehicle. Patrons are not to park in unauthorized parking areas or grassy areas. Anyone found in violation will be subject to ticketing and/or tow at the owner's expense. It is the Customer's responsibility to communicate and enforce these parking rules.

NOISE ORDINANCE -- City Municipal Code prohibit excessive noise. While this generally should not affect the average event within the theater, please be aware that all doors must remain shut during loud or heavily amplified events. Customer should also be aware that raucous crowds congregating outside the theater or noise during event load-in or loud-out are violations of the Noise Ordinance and that any citation by the City will be the responsibility of the Customer. Further, any violation may also cause the event to be cancelled. Please be courteous of our neighbors.

SOUND LEVEL -- The CCA cares about the health and safety of its staff and patrons and enforces a maximum sound level policy of 103db, recorded at the house mix position. CCA staff alone shall determine what constitutes a safe sound level. Customer is responsible for notifying their sound providers or technicians of this policy if they are not CCA staff members. The CCA staff reserves the ultimate right to decide safe sound levels and to enforce this policy. Should Customer or their sound engineer not cooperate to lower volumes deemed unsafe, the CCA will cut power to the sound system and cancel the performance without refund to Customer.

RIGHT TO PHOTOGRAPH -- The CCA reserves the right to take still and video photography of Customer's event exclusively for purposes of the CCA's advertising, promotion and trade. Such photography will be taken in such a manner as not to detract from Customer's event or the audience's enjoyment. It is Customer's responsibility to notify all artists and performers that photography and video of their performance may be taken by CCA authorized staff.

RECORDING, BROADCASTING AND CAMERA USAGE -- No event presented in the CCA may be broadcast, video-taped, recorded, or otherwise reproduced without the consent of CCA management. In the event that consent is granted, the Customer shall ensure that the CCA and its staff receive proper audio and/or video credit, for example: —"Recorded live at the Clayton Center for the Arts, Maryville, TN". Rebroadcast rights must be approved through the CCA Marketing Manager.

