



SCHEDULING POLICY & LICENSE PROCEDURE

The Fairfield Arts & Convention Center shall be scheduled in accordance with the standards set forth in the policies and procedures herein. Open booking extends five years in advance.

A typical booking cycle consists of the following steps and time line:

- I. Place a tentative hold for an available date, an Event Hold Request form is sent;
- II. Within 1 week, submit the completed Event Hold Request to secure the hold;
- III. Within 6 weeks, negotiate and execute a License Agreement to contract the date.

It is expected that events will be booked a minimum of six (6) weeks in advance.

PLACE A HOLD — Contact the Center's Events/Marketing Director, 641-472-2000, to discuss your event and availability of the space. Pending availability, technical equipment and staffing requirements, and in consultation with the Director of Marketing & Events, requested dates are entered into the calendar as a tentative hold for a courtesy period of one (1) month.

The Center retains certain dates for preparation/restoration and general facility maintenance which are not available for booking. Official holidays are not available except by special permission of the Executive Director of the Center. Special labor rates will apply on official holidays to recoup overtime labor rates.

The Fairfield Arts & Convention Center will not entertain second hold options for the same date by a separate entity, however, a process for challenging a hold date is defined. (*see CHALLENGE, pg. 3*)

EVENT HOLD REQUEST — Upon entering the hold, the DM sends out an Event Hold Request form. The Event Hold Request must be completed and returned within one (1) week of receipt or the hold is forfeited.

Event Hold Request form is due back within 1 week of placing hold

On return of the completed Event Hold Request Form, the Director of Marketing & Events will make contact in order to obtain preliminary information concerning the event. **A License Agreement will not be generated before this preliminary information is provided.**

First time users will additionally be required to complete a Permit Application establishing financial solvency and degree of promotional experience prior to entering into negotiation of a License Agreement.

LICENSE AGREEMENT — Following the DM's summary, a full rental agreement package is sent. A schedule, included in the package, specifies return dates for the signed License Agreement; Deposit; Ticketing Form and other documentation. Once these items are returned and proof of insurance (when applicable) is submitted, a copy of the fully executed License Agreement will be returned to the Licensee by mail.

License Agreement is due back within 6 weeks of placing hold

No event shall be held without an executed License Agreement signed by both parties. The License Agreement must be signed and executed within six (6) weeks of initiating the hold or it will be considered forfeit. If the process is re-initiated following such forfeiture, all subsequent administrative expenses become the responsibility of the Licensee.

Changes in the License Agreement must be negotiated between the Executive Director/and or Director of Marketing & Events and the Licensee and will result in the re-issuance of an amended License Agreement.



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Tickets may not be sold
prior to a completed License
Agreement

Certificate of insurance is due
30 days prior to event

Cancellation must be made 3
weeks prior to event

PERTINENT TO LICENSE AGREEMENT (see actual License Agreement for details)

- A. Events will be charged in accordance with the Fairfield Art & Convention Center Schedule of Rates as established by the Executive Director and approved by the Fairfield Arts & Convention Board of Directors.
- B. Licensee is required to abide by all Fairfield Arts & Convention Center Policies as stipulated in the License Agreement, Schedule Of Rates, Hold Harmless form, Sound Decibel Restrictions, Parking/Security Regulations, Building Policies and Procedures and all State of Iowa Laws and Regulations.
- C. All users are required to submit a deposit (performance bond). The deposit amount will be determined at the discretion of the Executive Director on a per event basis.
- D. ***The deposit must accompany the returning License Agreement.***
- E. The Fairfield Arts & Convention Center requires all Licensees to use the services of its Box Office for any ticketed event. The Box Office uses a networked computerized system. All event programming will be executed by the Sondheim Center Box Office personnel with information provided by the Licensee on the Ticketing Form. Any Box Office rates or policy negotiations shall be approved by the Executive Director prior to the execution of a License Agreement.
- F. Ticket sales and promotion of an event cannot begin without a fully executed License Agreement, which includes a completed Ticketing Form, Deposit and a copy of 501(c) (3) when applicable.
- G. Load-in and rehearsal schedules must be encompassed within the License Agreement. It is understood that only the cast and production crew, plus authorized representatives of the Licensee and the 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 full house staff on duty.
- H. All royalty fees such as to BMI, ASCAP or SESAC, or dues to AEA, AGVA, AFTRA or other union dues which may be required, are the sole responsibility of the Licensee.
- I. A certificate of insurance showing the Licensee, the Fairfield Arts & Convention Center, as insured with a minimum of \$1,000,000 (personal) and \$3,000,000 (aggregate property damage) must be submitted within thirty (30) days prior to the event.

CANCELLATION — Cancellation or changes made by the Licensee anytime after the License Agreement has been fully executed will result in the Center claiming as liquidation damages: all deposits held and money owed on invoices outstanding. Cancellation must be made in writing three (3) weeks prior to the event. Failure to do so will result in Licensee being billed the full rental service charges.



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NON-PROFIT STATUS — Non-profit organizations will be required to furnish evidence of 501(c) (3) status with the signed License Agreement.

CHALLENGE — In the event a specific hold date is requested by a second party, the second party may challenge the first holder of the date by agreeing to pay a performance bond in the amount designated by the Executive Director/ and or the Director of Marketing & Events. The first holder will be notified of the challenge and given the opportunity to sign a License Agreement and make payment of a performance bond within 48 hours in order to secure the date for their event. If the challenge is met by the first holder and the performance bond is paid, no further action can be taken. If the challenge is not met by the first holder, the second party must immediately execute a License Agreement and pay the performance bond.

Usage beyond the rental period is subject to overtime charges

RENTAL PERIOD — The base user fee applies to a 16-hour period of time from 8:00 AM through 12:00 Midnight or any portion thereof. Any additional time shall be charged at the overtime rate stipulated in the License Agreement, plus any personnel and equipment costs incurred.

RENTAL RATES — To assure the best rates possible for the Licensee, the Fairfield Arts & Convention Center has developed a rate structure based upon three classifications of users: Non-Profit Producing, Non-Profit Presenting and Commercial. The Rate Structure is updated annually by the Executive Director and submitted for approval to the Fairfield Arts & Convention Center Board of Directors.

SETTLEMENTS — The settlement for each event shall take place between the Licensee or their representative and the Executive Director/and or Director of Marketing & Events immediately following the performance. In the event there are two or more performances, the settlement shall take place immediately following the final performance.

Advertising may not begin prior to a completed License Agreement

ADVERTISING AND PROMOTION — It is the responsibility of the Licensee to plan, develop and execute the advertising for the activities scheduled in the Center, subject to the stipulations in the License Agreement. However, the Center is willing to assist with the sale of tickets for the Licensee. If a Licensee requests assistance with advertising and promotions, arrangements can be negotiated with the Executive Director/ and or Director of Marketing & Events.

Events shall not be advertised prior to a License Agreement or Facility Requisition being executed and signed by all parties.

As stipulated within the License Agreement, usage of the Fairfield Arts & Convention Center logo and the Stephen Sondheim Center logo is required in all print advertising.

Fairfield Arts & Convention Center logo and Sondheim Center logo is required on all printed advertising