Organizations and individual (Sponsor(s)) renting space within the Reineke Fine Arts Center (RFAC) are expected to follow the policies governing RFAC. RFAC adheres to all North Dakota State University (NDSU or the University) policies. These policies can be found on the NDSU website at www.NDSU.edu. The General Policies below are in conjunction to the NDSU policies and focus specifically on RFAC use, rental, and scheduling. Any questions regarding both NDSU policies and RFAC policies should be directed to RFAC management.

Policies

1. **Scheduling, Reservations, Access:** All reservations for space(s) in RFAC will be made a minimum of 30 days in advance. Reservations made without appropriate advance notice cannot receive a guarantee of requested services or space(s). Reservations will not be taken during calendar periods where the university is on scheduled break or holiday. Submitting a Reservation Request Form does not guarantee a reservation. All reservations will be reviewed and email confirmation sent when approved. Access will be based upon the times given in the Reservation Request Form. Due to multiple events that may be scheduled on the same day, the Sponsor may only access the space during the access times requested. Access outside of those times must be requested ahead of time and with the understanding it may not be available. It is understood that the facility will be vacated promptly after the event. RFAC staff will be present during access times to Festival Concert Hall (FCH) and Beckwith Recital Hall (BRH) and remain until the Sponsor has left the facility. The Sponsor will be charged for this staff at regular hourly rates. RFAC staffing will be based upon the guidelines found in the RFAC Rate Sheet. Neither the University nor RFAC will be held responsible for losses incurred by the Sponsor due to failure of systems operated by the University (i.e. heat, water, air conditioning).

2. **Housing Expenses:** If a scheduling exception is made and an event is scheduled over an NDSU break or holiday, the Sponsor will be responsible for additional housing costs for students schedule to work the event.

3. **Over-Time:** Any event that incurs a total of more than 40 man-hours may be subjected to overtime charges. If an employee works more than 40 hours on a specific event between 12:00am, Sunday morning and 11:59pm, Saturday night, the Sponsor agrees to pay overtime at a rate of time and a half of the corresponding labor charge identified on the RFAC Rate Sheet.

4. **Insurance/Indemnification:** Sponsor agrees to assume all risk of and liability for and hereby defends, indemnifies, and holds harmless the state of North Dakota and its agencies, officers, and employees (State), from and against any and all claims based on the vicarious liability of the State or its agents, but not against claims based on the State’s contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. Sponsor shall also secure and keep in force during the entire term of the event noted herein, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, commercial general liability insurance covering any and all claims of any nature arising out of the FUA for your event, naming the state of North Dakota and its agencies, officers, and employees (State) as additional insureds, and furnish a certificate of insurance showing the endorsement naming the State as additional insureds. The limits of liability required of the liability insurance coverage area at least $250,000 per person and at least $1,000,000 per occurrence. The endorsement to the policy will provide that the policy may not be canceled without 10 days written notice to the State, shall contain a “Waiver of Subrogation” waiving any right of recovery the insurance company may have against the State and provide that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required by N.D.C.C. Section 54-12-08. Sponsor will deliver said certificate of insurance and endorsement to the University at least 5 days prior to the event.

5. **Force Majeure:** If the property is rendered unsuitable for the conduct of the Sponsor’s activity by reason of force majeure, the University and the Sponsor are released from their obligations under this contract. Force majeure shall mean fire, blizzard, earthquake, hurricane, water event, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the University. RFAC follows and adheres to all University campus closings.

6. **Audience Seating:** Ticket sales and/or distribution will be limited to the capacity of the requested space(s). RFAC retains the right to utilize 10 seats for each performance with advanced notice. Wheelchair accessible spaces must be
7. Alterations, Decorations, Construction, Damage, Duty to Repair: Sponsor has inspected and accepts the facility “as is”. Sponsor agrees that it shall be obligated to maintain the facility for the safe exercise of the event at Sponsor's sole cost and expense in accordance with the provisions of the FUA for this event. Upon completion of the event, the Sponsor shall deliver the facility to University in substantially the same condition as existed immediately prior to Sponsor's use. Sponsor shall not injure, mar or in any way deface the premises and shall not cause or permit anything to be done whereby the premises shall be in any manner injured, marred or defaced and will not drive, or permit to be driven, nails, hooks, tacks, screws, or the use of adhesive materials into any part and will not make or allow to be made any alterations of any kind therein. Decorations must not disguise, cover, or interfere with any safety device, including fire safety equipment such as fire extinguishers, exit signs, sprinkler heads and piping, electrical panels, and fire alarm pull stations. Please be advised that NDSU fire-safety regulations prohibit the use of live trees, garlands, and wreaths in places of public assembly. Decorations shall not block, nor restrict the use of halls, exits, or stairways. The Sponsor shall be financially responsible for the repair and replacement of the property that is damaged. Repairs or replacement made shall be to the satisfaction of the University. Photos of the damaged and/or altered space prior to repair will be used to verify requests for special damage repair fees. Sponsor's responsibility extends beyond that of any security deposit made by Sponsor. The Sponsor agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the property. Sponsor shall make no temporary or permanent modifications to the property without the prior written consent of the University.

8. Temporary Structures, Signs: No temporary structures or signs will be placed, screwed, nailed, or taped to any facility wall, curtain, floor or other structure except upon the prior written approval, and all legally required permits are obtained. All such temporary structures and signs shall be removed before termination of the period of use.

9. Construction and Painting: The Sponsor will provide all scenery, costumes, properties, instruments, equipment, tools, and any other element necessary for their event. No construction or painting is allowed in the theatre other than that which is required to install previously constructed scenery, properties, or lighting equipment into the theatre. When construction or painting is necessary, precautions must be take to prevent damage to the theatre and its contents. No nails, screws or related fasteners are to be inserted into the walls, floors, or other parts of the theatre.

10. Custodial Services Cleaning: RFAC provides custodial services once a day, Monday through Friday. All additional custodial services desired by the Sponsor must be arranged for by special agreement with RFAC in advance. Prior approval of confetti, glitter, or artificial snow is required as additional custodial services will be required for its clean up. The Sponsor is responsible for all costs associated with additional services. The facility will be left in a clean manner, all discarded trash to be placed in appropriate receptacles. If extra cleaning is required to put the facility back in condition for the next tenant, all additional costs associated with this will be billed to the Sponsor.

11. Ingress/Egress: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by the Sponsor and must not be used by Sponsor for any purpose other than ingress to or egress from the premises. Audio/visual, lighting, or sound equipment must be kept out of aisle ways and off the areas designated for patrons using wheelchairs. Exit signs may not be turned off, covered, removed or altered in any way. Minimum light levels as specified by RFAC Management are to be maintained at all times. All exits must remain clear of blockage by any scenery, props, seating, or other objects.

12. Delivery and Set Up: All deliveries will be made within the rental period. RFAC will require advanced notice of all deliveries and will attempt to accommodate any deviations if possible. Any costs incurred during delivery such as labor or storage will be billed back to the Sponsor. The Sponsor agrees to have a person present for load in and load out. The University will not sign for any items shipped for the Sponsor nor take any responsibility for them unless prior arrangements have been agreed upon.

13. Equipment: Sponsor agrees that it will not use, disconnect, or move the University’s equipment, tools, furnishings, located in or about described facilities, without first seeking and receiving the written approval of the University Contact person. Sponsor agrees to only allow equipment in the facility to be operated by persons who have been trained and certified in its specific use. The use of outside equipment may be denied depending on the nature of the equipment and its impact on the rest of the facility. The University assumes no responsibility for equipment brought into the facility.
14. **Concessions:** Sponsor shall not sell or cause to be sold programs and/or novelties in or about the described facilities, except on written terms and conditions as established by the University. All rights to sell concessions at the event are reserved by the University, and the Sponsor will not be permitted to sell any beverages, confections, tobacco, or food for consumption at the facility, except as specifically granted to in this or additional written agreements.

15. **Auxiliary Exclusive Services:** All food and beverage items for meetings and events must be provided by the NDSU Catering or a licensed food service provider. See North Dakota State University Policy Section 407.

16. **All Food and Beverages:** All food and beverages must remain in the Challey Atrium. Neither food nor beverage are allowed in performance spaces: the stage, backstage and audience areas.

17. **Alcohol and Other Drugs:** Distribution of alcohol and drugs to the public is strictly prohibited. The Sponsor agrees to take reasonable precautions to prevent the possession, sale, or use of alcoholic beverages, illegal drugs, and tobacco products. See North Dakota State University Policy Section 155. RFAC Management is not allowed to make exceptions for the use of alcohol in Reineke Fine Arts Center.

18. **Smoke-Free Facilities:** Smoking is prohibited on the North Dakota State University grounds and in University buildings, residence halls, apartments and enclosed structures. See North Dakota State University Policy Sections 153.

19. **Solicitation/Distribution of Materials:** No solicitation shall be conducted in or around the facility except by the employees of the University acting in the scope of their agency or employment; or by established student organizations, in accordance with University policy. See North Dakota State University Policy Sections 700.3 and 154.

20. **Sale of Merchandise:** Sale of merchandise at an event is permissible only if approved by RFAC Management and the appropriate legal documents are presented to RFAC Management three weeks in advance. Items for sale at events are allowed at the discretion of RFAC Management, and only upon completion of a Sales Permit. This sales permit acknowledges the Sponsor's obligation to pay Sales Tax to the State of North Dakota. Failure to produce a valid sales permit at the time of event will result in the revoking of the sales privilege. RFAC is not responsible for merchandise or sale proceeds. The University will charge a percentage of net merchandise sales as specified in the event contract.

21. **Parking:** Paid parking is available across the street from RFAC in lot T2 or in MU, WE, and the Visitor Lot only between the hours of 7:00am – 4:30pm. The posted rules governing each parking lot on NDSU campus should be followed as they will be enforced. Free parking is offered in lots T2, MU, WE, and the Visitor Lot Monday through Friday from 4:30pm – 7:00am and all day on Saturday, Sunday, and all NDSU recognized holidays. Parking Passes can be purchased from RFAC Management as outlined on the Rate Sheet.

22. **Media:** Sponsor assumes responsibility for arranging media (photographers, reporters, student news, or professional media and equipment) as used to cover the event.

23. **Maximum Occupancy:** At no time shall Sponsor permit the number of individuals occupying the facility to exceed the maximum occupancy, nor shall the Sponsor fail to maintain an adequate minimum ratio of adults to minors, if applicable. Adequate adult supervision of all minors in the space is required during occupation. The Sponsor shall also confine their event to the reserved space.

24. **Waste, Quiet Conduct, Safety Compliance:** Sponsor shall not permit any waste upon or to the facilities or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of students, employees, or invitees of the University. Further, Sponsor shall not disturb the quiet enjoyment of adjacent properties, including creating sound levels equal or exceeding 85 db measured at the adjacent property line. The Sponsor agrees to use and occupy the facility in accordance with all University policies, regulations, rules, and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes. Sponsor represents that its activities will be supervised by adequately trained personnel, and that Sponsor will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. Sponsor acknowledges that the State has no duty to and will not provide supervision of the activity. The Sponsor is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at Sponsor's activity.

25. **Permits:** Sponsor shall obtain, at its sole cost and expense, any additional permits and licenses that are necessary or required for Sponsor's use of the facility.

26. **Copyright Fees, Royalties, & Other Licenses:** If any material, composition or name to be used or performed at the event is copyrighted, the Sponsor is responsible for securing, before using or employing such material, composition or
name, the assent in writing, of the owner of licensee of such copyright. The Sponsor agrees to be fully responsible for any fees, royalties and licenses in connection therewith. Movies shown on campus require purchase of the appropriate licensing for public viewing. For movie rental information contact Campus Attractions, 701-231-7221.

27. **Computer Use:** Individuals who use the University’s computers assume the responsibility of seeing that these resources are used in the appropriate manner. Misuse of computer facilities and equipment is considered a violation of University policy and regulations and may also be a violation of law if data of other computer users are disturbed or the privacy rights of individuals are violated. See North Dakota University System Procedure 1901.2 and North Dakota State University Policy Section 158.

28. **Security, Code of Conduct, and Weapons:** All University Police services desired by the Sponsor must be arranged for by special agreement with the University Police and Safety Office, and the Sponsor is responsible for all such costs. University Police, the Building Manager, and any other University operating personnel shall at all times retain the right to eject any person whose conduct is disorderly, unruly, unsafe, or otherwise objectionable. Weapons are not permitted in RFAC. Weapons include but are not limited to firearms, ammunition, explosives, swords, fireworks, pellet guns, paint ball guns, etc. See North Dakota State University Policy Section 706.

29. **Live Flame and Special Effects:** Prior Approval, Testing, and Documentation is required before any live flame or special effect is used. This includes but is not limited to: lasers, candles, oil lamps, cigarettes, incense, fog, haze, flash pots, confetti cannons, t-shirt guns, or other effects requiring an explosive charge. No live flames, including candles, oil lamps, cigarettes, or incense, and effects requiring explosive charges, foggers or haze are allowed in the theatres without the prior approval.

30. **Keys:** Keys to buildings shall not be issued or loaned on any occasion to the Sponsor. Doors will be opened and locked by custodians, or other University personnel.

31. **Non-Discrimination:** The Sponsor agrees that no part of their event shall be performed in a manner which illegally discriminates against any person on the basis of age, color, physical or mental disability, pregnancy, gender expression/identity, genetic information, marital status, national origin, public assistance status, race, religion, sex, sexual orientation, or status as a U.S. veteran.

32. **ADA Compliance:** The University complies with the American with Disabilities Act (ADA) with respect to its policies, practices, and procedures as stated in NDSU policies Section 100 and Section 100.1. The Sponsor must comply with ADA requirements for its participants at its functions by soliciting and providing reasonable accommodations. The Sponsor will need to notify University personnel with the requested accommodation needs in a timely manner. Notification needs to be made by the agreed upon deadlines.

33. **Animals:** Only service animals are permitted in the facility. The Americans with Disabilities Act (ADA) and ND Law (ND Century Code Sec 5-13) allow service animals to accompany persons with disabilities on the NDSU campus. The ADA defines service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to a person with a disability. Leased or loaned animals used for the purpose of teaching and other related activities conducted by the University or the NDSU Equine Science Department must complete the NDSU Animal Loaner/Lease Agreement and attach as an addendum to the FUA. Please see RFAC Management for NDSU guidelines regarding service animals.

34. **Abandoned Property:** Any property left in the facility shall, after a period of ten days from the last day of use hereunder, be deemed abandoned and shall become property of the University to be disposed of or utilized at University’s sole discretion.

35. **Inspection and Emergency Access:** In addition to the University’s express or implied right of entry under any other provision, Sponsor shall permit the University to enter the facility at all reasonable times for the purposes of, but not limited to: emergency access, inspecting the facility to determine whether Sponsor has complied or is complying with the provisions of the FUA; exercising any matters pursuant to applicable law or governmental regulations; and carrying out any purpose necessary, incidental or connected with the performance of any University obligation under the FUA.

36. **Over Time:** Client is responsible for over time charges.

Inevitably, matters will arise which are not covered by these general rules. In these instances, the on-site staff person for RFAC Management will make required rulings.

Wilful failure to follow any of the listed conditions and rules may result in the Sponsor and associated participants being evicted from the space.