

# **PLANO STAGES**

**POLICIES**

**AND**

**PROCEDURES**

**AMPHITHEATER AT OAK POINT PARK**

UPDATED APRIL 2015

## **GENERAL RULES AND REGULATIONS**

- Facility use (or “contract time”) is defined as the hours a Licensee will have access and permission to be on the premises for a booking. All activities related to the booking (deliveries, load in, rehearsal, tech, event, load out, cleanup, equipment pickups) must take place within the times listed on the Facility Use Agreement. Event time is defined as the specific times during a facility rental when the public/patrons will access the venue.
- Licensee shall only have use of the space for which a contract was granted. Unauthorized use of any facilities on the park grounds or public right-of-way for which authorization was not specified may result in immediate suspension of the use of the facility.
- Available hours for rental of the facility are 5a-2a, Event times must adhere to amplified audio hour restrictions.
- No items may be secured in any way to the canopy structure, fences, gates, rails or any other surface without Plano Stages approval
- All walkways and stairway must remain clear of obstructions and standing patrons at all times. Plano Stages may require Licensee to provide personnel to manage patrons standing in stairways.
- Consumption of alcohol outside of facility proper, including all parking areas, public right of ways, and other areas of Oak Point Park, is prohibited.
- Plano Stages staff or an authorized representative shall have the authority to remove any person from the property for violating any regulations in this document, or other City laws, or for any behavior that threatens the facility, its staff, or other guests.
- Fireworks, open flames, decorations that may be flammable or combustible, smoke or fog generating equipment or apparatus, are prohibited.
- Patrons are asked to respect the grounds and their fellow patrons. All patrons are asked to adhere to park ordinances and engage in behavior that helps to ensure a safe and enjoyable environment for everyone. Patrons should observe the directions of security personnel and event staff.
- Pets, with the exception of certified service animals, are not permitted inside the Amphitheater.
- Staking into the grounds is never permitted under any circumstances

## **PARKING**

- Parking at the amphitheater is limited. Large scale event organizers may be required to submit a detailed parking plan to the City which shall address the physical limitations of the site and the strategy the organizer will utilize to control the overflow of traffic. Parking is not permitted at any surrounding facilities without written consent submitted to Plano Stages 48 hours prior to contract start. Licensee may be required to provide temporary signage directing patrons to any approved parking.

## **NOISE**

- Amplified sound is not permitted before 7:00am any day and cease by 11:00pm on Friday and Saturday and 10:00pm Sunday through Thursday. The Licensee shall be subject to the general prohibitions of the City’s noise ordinance.

**CLEAN UP**

- Unless otherwise specified in the licensee's contract, cleanup of the stage, stage house, seating area, grounds and parking area shall be the responsibility of the licensee. The parking area includes any public right of way, or any public or private property that is on or adjacent to areas where patrons parked for event. Clean up activities shall be completed by the end of the contracted time. The licensee shall submit a six hundred (\$600) dollar security/cleaning deposit to the City which will be forfeited if the licensee fails to clean-up the premises after its use. If the actual costs to clean-up the premises incurred by the City exceeds the \$600 deposit, the City will bill licensee for the additional costs.

**CAPACITY**

- Maximum capacity for the Amphitheater is 2000 patrons. Failure to adhere to this policy will result in the loss of privilege for use of this facility and may result in the immediate cancellation of event.

**FOOD AND BEVERAGE**

- All Food Vendors must have a City of Plano Health Permit. If there are questions regarding compliance, please contact the Health Department at 972-941-7413. Plano Stages will require a copy of the Temporary Food Service Permit to be on file prior to event. Per Health Code, the food preparation/serving area must have a fire resistant overhead covering and a hard surface floor. Tents 200 square feet with sides or 400 square feet without sides must obtain a permit from Building Inspections Department, 972-941-7440. A certificate of retardancy is required for tent 200 square feet and larger. Staking into the ground is prohibited. Be prepared to weight tents with barrels filled with water, sand, or concrete. Power and water sources are limited. All vendors will need to clean up their own station; trash dumpsters are onsite for use. Any spills will need to be cleaned. The vendors should clean all leftover food. Plano Stages will determine any deposits and cleaning deposits based off of the Rental Application.
- All applicable permits and licenses are the sole responsibility of the Licensee or Licensees representatives. Catering will be allowed when permits are obtained and copies of licenses and permits are provided 48 hours prior to the event. Plano Stages management reserves the right to suspend or deny service at any time.
- Management must approve any use of alcoholic beverages in a Plano Stages venue. Use of alcohol must be in strict compliance with the Alcoholic Beverage Code of the State of Texas and the Zoning Ordinances of the City of Plano. Plano Stages requires a City of Plano police officer and/or hired security at events where alcohol is present, sold, or free. Plano Stages management and Plano Police Department will determine the number of officers required. The additional cost will be passed on to the Licensee.
- Request for alcoholic beverages to be sold must be made a minimum of 30 days prior to the event. Any TABC- licensed provider may be used for alcohol sales; however, Plano Stages will need on file a copy of providers TABC license and insurance prior to provider being allowed on the premise.

OR

With prior approval of the management of Plano Stages, alcoholic beverages may be brought onto the premises in a free manner. Please discuss with Management of Plano Stages on how and if this is appropriate.

- The Plano Stages' staff and the City of Plano reserve the right to require that the Licensee suspend the provision of alcoholic beverages to their guests.
- Coolers are only permitted to be brought on site by patrons when there is no food or drink being sold prior to or during the event on the premises.

#### **GENERAL PRODUCTION**

- Plano Stages staff must approve any modifications to the light plot, sound system, or rigging, prior to load in, and a fee may be applied to the modification.
- Plano Stages staff will perform any and all physical modifications to the light plot, sound system, or rigging.
- All staging, rigging, electric, and sound plots must be approved by the management of Plano Stages before load-in. Any set-up deemed unsafe by the management of Plano Stages must be modified to meet management's satisfaction. The Licensee is responsible cost of any such modification.

#### **STAFFING**

- A Manager on Duty (MoD) will be present at all times of occupancy. The MoD will not be part of any running crew. The cost of any additional staffing will be billed to the Licensee.
- Off-duty police officers and private security are required at all events. The number of security personnel is determined by Plano Stages staff based on the nature of the event.
- Plano Stages venues are non-union stage houses. The renting organization may contract with the IATSE Local 127. Any contract for IA labor is separate from any contract with Plano Stages. The Licensee shall be responsible for the conduct and activity of IA Stage Employees. The MoD is the final authority over all technical concerns.
- All additional labor must be requested. Adjustments to staff schedules may be changed up to ten (10) days prior to the start of the event. All staffing is subject to availability.
- Additional staffing will be on site a minimum of ninety (90) minutes before the start of the event time.
- All labor has a four (4) hour minimum for each individual.
- Meals and breaks must be scheduled into work calls. One fifteen (15) minute break must be given every two (2) hours. Meal breaks are thirty (30) minutes, and one (1) must be given every six (6) hours in a call six (6) hours or longer.
- The management of Plano Stages will be the sole arbiter for the amount of labor necessary for the rental of any Plano Stages venues.

## **SECURITY**

- The licensee shall assume the cost of event security. Plano Stages staff will determine the number of security personnel required for each event. Security will be scheduled and coordinated exclusively through Plano Stages.
- City of Plano requires the presence of City of Plano Police Officers. The Special Events Sergeant will determine the number of officers and the cost will be added to the contract.

## **BOOKING POLICIES**

In determining approval of an application to use the amphitheater, the following criteria may be taken into consideration:

- Nature and character of the proposed event
- Character and financial condition of the applicant (the City shall reserve the right to request financial statements and references)
- Demonstrated ability of the applicant to properly and professionally manage the proposed event
- Potential risk of damage to the facility resulting from the event
- Booking Policies
- Availability of space and resources
- Past event data, both within City of Plano facilities as well as external locations

All potential licensees shall complete an application for use in order to be considered for booking. If the application is rejected, the applicant will be notified in writing. The reason(s) for rejection will be stated. If the application is approved, a “hold” for a particular date(s) at the facility will be in effect for 2 weeks. During such time the following will be required:

- Signed facility use agreement
- Deposit consisting of the full Facility Use Fee and security/cleaning deposit, as well as 50% of the estimated event expenses

A hold does not constitute a binding agreement for a licensee to use the Amphitheater at Oak Point Park.

If the two week hold expires without Plano Stages receipt of both the signed facility use agreement and the full required deposit, the hold on the date(s) will be removed from the calendar without written notification.

No oral agreements for use of the facility shall be considered valid. No reservation will be regarded as binding unless a facility use agreement has been completed, and signed with the required balance paid. Any Licensee with an outstanding balance may not book additional dates until the balance is paid.

Bookings are subject to a Rental Application process. Amphitheater at Oak Point Park will book events no earlier than one year in advance. The organization, not the signor on the contract, that have historically held events will have first right of refusal regarding their future corresponding date.

All facility rentals are a maximum 10 hour block. If more time is required, it may be coordinated during the application process and included in the contract with additional fees.

All activities in the facility must be kept within the times listed on the facility use agreement. This time will include any

- load-in
- rehearsal
- event times
- post-show activities
- load-out

As well as any other activities that the event will need access to the venue. Please schedule accordingly. If a Licensee has not vacated the facility by the designated out time in the Facility use agreement, that Licensee will be subject to additional fees.

#### **CLASSIFICATION OF EVENTS:**

##### 5k or 10k Event

The primary focus and attraction must be a 5k or 10k run.

##### Other Events

This category of client includes all other Events that do not have a 5k or 10k run as the focus.

#### **BOOKING PRIORITY**

##### Management Held Dates

The Venue Supervisor reserves the right to block out any date, or dates, it deems necessary for any reason including, but not limited to, maintenance, training, or venue sponsored events. Such blocking of dates may occur at any time during the fiscal year.

##### Open Reservation

Open Reservation consists of two (2) types – Tentative Reservation and Confirmed Reservation.

- A Tentative Reservation (or “hold”) shall be held for two weeks from the time a facility use agreement is drafted. If the booking is not changed within the two week time period to “Confirmed,” the dates will be released without notification. This category is subject to the Challenge process.
- A Confirmed Reservation is one in which Plano Stages has received a fully executed contract, and required deposit within (14) fourteen days of the original reservation.

##### Challenge Process

When a prospective Client (*Client B*) wants to reserve a date(s) that is tentatively booked, *Client B* may request a second hold be placed on that date thus reserving that date if *Client A* does not fulfill the requirements of the tentative category. Also *Client B* may issue a challenge to *Client A* holding the date(s) in question. When a challenge is issued, the Venue Supervisor will contact *Client A* and announce that *Client B* is seeking the same date(s), and that *Client A* must enter into a contract within three (3) business days from the announcement, or the date (s) will be given to *Client B*. If *Client A* does not meet the challenge requirement, *Client B* will be required to enter into a contract within three (3) business days after notification. If a contract is not completed within three business days, the date (s) reverts back to *Client A*.

### Multiple Bookings

The management of Plano Stages reserves the right to schedule multiple bookings, when the second booking does not interfere with the primary client's booking. The primary client's scenery can be left in place providing a minimum amount of space is left on stage for multiple presenters. All props and small scenic elements will be stored in assigned locations. The management of Plano Stages will coordinate the temporary strike, restoration, assign storage locations, and ensure that the primary client has a minimum two (2) -hour window prior to doors.

### Booking Cancellation

Any client desiring to cancel the contract will notify the management of Plano Stages in writing and forfeit their deposit as listed in the "Terms and Conditions".

### **WEATHER**

Plano Stages management reserves the right to cancel an event or activities, and close the facility due to weather including but not limited to:

- Winds exceeding 40 miles an hour
- Lightning- within 10 miles of the Amphitheater
- Persistent heavy rain
- Snow/ Ice
- Tornado Watch
- Severe Thunderstorm watch

Depending on the nature of the weather, there could be an option to halt activities to see if the weather will pass. This decision will be made by the highest ranking Plano Stages staff person onsite. If there is no chance of resuming activities, the event will be cancelled by the highest ranking Plano Stages staff person onsite.

- If the event has held more than half of the time listed on the facility use agreement, it is considered to be a complete event and no make-up date will be scheduled;
- If the event has held less than half of the time listed on the facility use agreement and the event is cancelled by the highest ranking Plano Stages staff person onsite, then every effort will be made to organize a make-up date. The rental costs will be transferred to the make-up date, but any additional costs will be passed on to the Licensee. All other vendor costs and organizing of the event will be handled by the Licensee;
- If the Licensee chooses to cancel the event due to weather without Plano Stages staff consent, then the full cost of the event is considered the responsibility of the Licensee.

## **ASE VENUE RENTAL**

The Amphitheater at Oak Point Park base rental includes:

- Access to all areas of the Amphitheater at Oak Point Park, including portable trailer, if on site.
- Main Public Address system as outlined in the Technical Specifications (available on the Plano Stages Website).
- The lighting system with a basic light plot and lighting console. The light plot consists only of front wash to cover the most active area of the stage.
- Fifteen (15) 20 amp, 110 volt circuits located onstage
- Manager on Duty (MOD) will be on site during all contracted scheduled times. The Manager on Duty does not operate consoles or act as stage crew.

Full access to the facility will be provided during the contracted times on the facility use agreement. This time will include event load-in, rehearsal, preshow preparations, event times, post-show activities, load-out, and any other activities that the event will need in the venue. Please schedule accordingly. Event time is defined as the times that the event will have an audience.

All bookings at the Amphitheater are subject to a Rental Application process for fee structure.

## **EQUIPMENT NOT IN BASE RENTAL**

### Plano Stages Owned Equipment

- Plano Stages has an inventory of equipment not included in the base rental package. Please see Exhibit C- the Published Rate sheet for inventory and charges.
- To reserve equipment, said equipment must be listed on the contract and be approved by the management of Plano Stages.
- If equipment has not been reserved and is available during the rental period, the Licensee may use equipment at the published rate.
- Any equipment on the inventory may become unavailable, at which time the management of Plano Stages will inform the lessee and a solution will be arrived at by both parties.

### Other Equipment

- Any equipment required for the event other than what is listed in the inventory shall be the responsibility of the Licensee.
- Plano Stages staff must approve any equipment provided by Licensee.



**INSURANCE**

1. **Insurance.** Lessee shall procure and maintain, during the term of this agreement. Insurance requirements are as follows and can be obtained through any major insurance company as special event insurance:

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability	\$1,000,000 each occurrence, \$2,000,000 general aggregate;  Or  \$1,000,000 combined single limit	City to be listed as additional insured  City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Pools.
2. Business Auto Liability	As required by State of Texas	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each	City to be provided a waiver of Subrogation.

The *City of Plano* its' officers, officials, employees, boards and commissions, agents, and volunteers are to be shown as Additional Insured. The insurance carrier of this policy must be licensed to do business in the State of Texas. The policy should contain a 30-day written notice of cancellation. The address for the certificate is **City of Plano, P O Box 860358 Plano, TX 75086-0358.**

**CAPACITY MANAGEMENT**

Plano Stages reserved the right to enforce the venue's capacity with any of a variety of standard industry practices. The following policies serve to ensure the safety and size of audiences at A@OPP.

- Each event shall have a capacity of no more than 2000 individuals. The capacity accounts for total number of audience members throughout the day, regardless of length of event. The total number of audience members that will be allowed to enter the facility across the entire span of the event is 2000, regardless of the number of people currently inside the facility.
- All events must enforce some variety of ticketing or credentialing for attendees. No open admission events shall be permitted. Plano Stages, at its discretion, may enforce whichever method of credentialing deemed appropriate for any event. These measures may include mandatory use of Plano Stages-contracted ticketing systems, distribution of event-specific wristbands, etc.
- All performers, producers, volunteers and event staff must adhere to the implemented credentialing system. Any individual found inside the event space without the proper credential mechanism may be immediately removed by Plano Stages staff or their designees.
- At its discretion, Plano Stages staff may put into place a series of turnstiles and stanchions in order to direct the crowd flow and properly account for the number of individuals entering and exiting the venue. Neither the Licensee, their volunteers, staff, designees, nor affiliates, are to remove or alter the placement of said stanchions or turnstiles for any reason. All alterations to the set-up of the entry and exit points of the facility will be exclusively handled by Plano Stages staff. Failure to follow this policy may result in the immediate halt to allowing additional people into the facility for the duration of the event.
- Plano Stages reserves the right to designate an event as "No re-entry"

## **FRONT OF HOUSE**

- Plano Stages staff must approve the posting of any material in the public spaces of the venue.
- Ushers are the responsibility of the renting organization. Plano Stages has the ability to request volunteers through the Volunteers in Plano program. If a Licensee would like to utilize this service, contact Plano Stages with how many volunteers are needed; what their responsibilities will be; and the start and finish times that requested. Plano Stages cannot guarantee volunteers. Request for volunteers need to be made to Plano Stages two (2) weeks prior to the event date. Volunteers are to be used solely for ushering and other preapproved purposes. Volunteers will not be used in any cash- or food-handling positions under any circumstances. Failure to follow this policy will lead to the loss of future utilization of Plano Stages-provided volunteers.
- Plano Stages is not responsible for items left in any part of any venue.
- Ticketing is the sole responsibility of the Licensee, unless otherwise stated in the facility use agreement; Plano Stages Management must approve all ticket manifests.
- Licensee shall not sell and or admit numbers larger than the occupancy capacity.
- All events must open audience seating a minimum of sixty (60) minutes prior to the beginning of event.

## **ADA**

The Department of Justice published revised final regulations implementing the Americans with Disabilities Act (ADA) for title II (State and local government services) and title III (public accommodations and commercial facilities) on September 15, 2010, in the Federal Register. These requirements, or rules, clarify and refine issues that have arisen over the past 20 years and contain new, and updated, requirements, including the 2010 Standards for Accessible Design (2010 Standards).

### **Overview**

As both a government entity and performance space, the Plano Stages venues fall under the new requirements set out by the 2010 Revised ADA Code. Licensees of Plano Stages are responsible for implementing the following policies within own productions, in order to minimize own liability. If there are any questions regarding ADA Compliance within a Plano Stages venue, please contact the Patrons Service Coordinator.

### **Ticket Sales**

Licensees are required to sell tickets for accessible seats in the same manner and under the same conditions as all other ticket sales.

Tickets for accessible seats must be sold:

- during the same hours;
- through the same methods of purchase (by telephone, on site, through a website, or through third-party vendors); and
- during the same stages of sales (pre-sales, promotions, general sales, wait lists, or lotteries) as non-accessible seats.

When a Licensee provides tickets through a third-party ticket vendor, including Internet-based vendors, the Licensee must include comparable tickets for accessible seats. Once third-party ticket vendors acquire tickets for accessible seats, they are obligated to sell them in accordance with the Department's ADA requirements. If the Licensee fails to provide any tickets for accessible seats, the third-party vendor is encouraged, but not required, to contact the Licensee to obtain tickets for accessible seats. Similarly, if the Licensee provides unsold tickets to a "discount" or "half price" ticket outlet, it must also provide tickets for accessible seats, if such seats are available.

### **Ticket Prices**

Licensees cannot charge higher prices for accessible seats than for non-accessible seats in the same seating section. This concept also applies to service charges added to the cost of a ticket, whether charged by the Licensee or a third-party seller. Licensees must offer accessible seats in all price categories available to the public.

### **Identification of Available Accessible Seating**

Licensees and third-party sellers must provide the same information about accessible seats as provided about non-accessible seats, using the same text and visual representations. Typically information about location, price, view, and seat availability is provided. Accessible seats must be described in enough detail to permit the purchaser to determine if a seat meets his or her needs. If a venue has detailed maps or displays of seating configurations on its website or if it provides seating information in its pamphlets or brochures, including information for particular events or shows, it must include information on accessible seating in the same detail as is provided on non-accessible seating.

### **Purchasing Multiple Tickets**

People purchasing a ticket for an accessible seat may purchase up to three additional seats for their companions in the same row or area and these seats must be contiguous with the accessible seat. Accessible seats may be used as companion seats. If contiguous seats have already been sold and are not available, the venue must offer other seats as close as possible to the accessible seat. If those seats are in a different price category, the venue is not required to modify the price and may charge the same price as it charges others for those seats.

Where a venue limits ticket sales to fewer than four tickets, those limits also apply to tickets for accessible seats. Similarly, when a venue allows the purchase of more than four tickets, that policy also applies to tickets for accessible seats, but only three companion seats must be contiguous with the accessible seat.

### **Group Sales**

Many clients offer a group sales rate for groups of a pre-determined size. If a group includes one or more individuals who need accessible seating, the entire group should be seated together in an area that includes accessible seating. If it is not possible to seat the entire group together and the group must be split, the tickets should be allocated so that the individuals with disabilities are not isolated from others in their group.

### **Hold and Release of Tickets for Accessible Seating**

Generally, tickets for accessible seats may not be sold to members of the general public who do not need the specific features of accessible seats. However, in three specific circumstances, unsold accessible seats may be released and sold to members of the general public:

- when all non-accessible seats have been sold (excluding luxury boxes, club boxes, suites, and seats the venue holds back when declaring a sell-out); or
- when all non-accessible seats in a particular seating section have been sold, unsold accessible seats in that section may be released; or
- when all non-accessible seats in a particular price category have been sold, unsold accessible seats in that price category may be released.

Licensees must select only one of these options for declaring a sellout for an event. Another option may be selected for a different event. However, Licensees are not required to release accessible seats and may choose to hold back all or a portion of the remaining accessible seats.

### **Ticket Transfers and Secondary Ticket Market**

If Licensees permit patrons to give or sell their tickets to others, the same right must be extended to patrons with disabilities who hold tickets for accessible seats and to persons with disabilities who intend to buy or receive tickets on the secondary ticket market. An individual with a ticket for an accessible seat may transfer it to anyone, including someone who does not have a disability. Licensees cannot require that accessible seats only be transferred to someone with a disability.

An individual who has purchased a non-accessible seat through the secondary market but needs an accessible seat must be permitted to exchange the ticket for a comparable accessible seat, if one is available. A Licensee may choose to move a patron to another seat in order to give that accessible seat to a patron with a disability who requires it, but is not obligated to do so.

### **Prevention of Fraud in Purchase of Tickets for Accessible Seating**

Licensees cannot require proof of disability as a condition for purchasing tickets for accessible seats. However, Licensees and third-party vendors may take steps to prevent the fraudulent sale and use of accessible seating. For single event tickets, Licensees may ask purchasers to state that they require, or are purchasing tickets for someone who requires, the features of an accessible seat. For series of events tickets, purchasers may be asked to attest in writing that they require, or are purchasing tickets for someone who requires, the features of an accessible seat. These steps may be used in all sales, including those over the Internet. Licensees may also mark tickets to clearly identify that they are for accessible seats. Some venues include on tickets for accessible seats a message stating that, if the user of the ticket does not need the specific features of the accessible seat, the Licensee may require the ticket holder to move to a different, non-accessible seating location.

Licensees may investigate the potential misuse of accessible seats where there is good cause to believe that such seating has been purchased fraudulently. Purchasers may also be warned that if accessible seating has been purchased fraudulently, they are subject to investigation and/or relocation. Providing additional information about the features of other types of seats (e.g., seats that can be accessed without steps, designated aisle seats, or seats located close to exits) may assist patrons to determine which type of seat meets their specific needs. Licensees must not, however, use this process to steer patrons with disabilities to particular seat types or locations.

### **Plano Stages Specific Requirements**

Wheelchair Spaces:

- Amphitheater at Oak Point Park: At least thirteen (13) wheelchair spaces must remain accessible and unobstructed, split among the upper and mid-house pathway levels. These locations are marked with standard accessibility demarcation. These spots may not be blocked or impaired in any manner, at any time, for any reason.

### **Appropriate Accessible Seating:**

Amphitheater at Oak Point Park - Accessible seating designations in these areas will be left to the discretion of the Licensee with approval from Plano Stages. However, these seats must fall completely within ADA Guidelines, and Plano Stages reserves the right to adjust seating configurations or plans in order to comply with Federal ADA Guidelines.

### **Exhibit C- Fees and Extra Equipment**

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<b>Amphitheater at Oak Point Park</b>		
Extra staff- light board operator, sound board operator, stage manager, stagehand	\$20	per hour, with a four (4) hour minimum
Time over contract fine	\$500	For every 30 minutes over contracted time
Off Duty Police officer	\$68	Per hour
Event Security	\$18	Per hour
On Site Custodial	\$300	Per 4 hour block
Cleaning Deposit	\$600	Per contract
Portable Restrooms	\$100	Per portable restroom