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RIVER CAMPUS PROCEDURES MANUAL

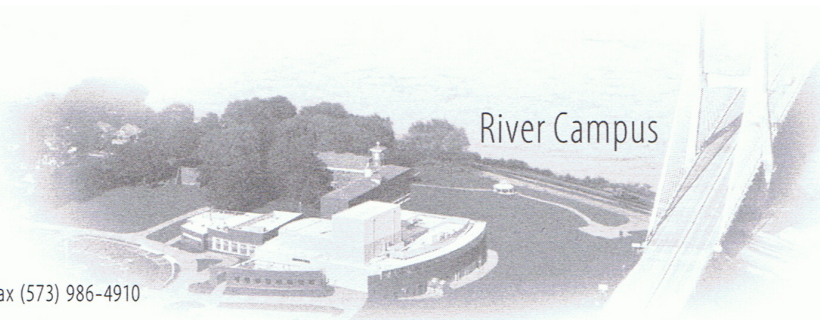
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I. INTRODUCTION

The River Campus is a division of Southeast Missouri State University that houses the Earl and Margie Holland School of Visual and Performing Arts. For the purpose of this procedures manual, the terms "Holland School" and "River Campus" are identical and interchangeable. In addition, the term "Management" shall refer to the Holland School Assistant Director for Operations or his/her designated staff.

The facilities and grounds of the River Campus are used primarily by functional units of the University, recognized student organizations, non-student on-campus groups, and organizations or individuals outside the University, presenting events of educational, cultural, or social significance.

The material contained in this Procedures Manual is deemed to be an adjunct and integral part of all Use Agreements and is made so by reference in each agreement. This manual is also intended to be used as a guide for potential Sponsors.

The procedures outlined herein were developed under the authority of the "Amended and Restated Cooperation Agreement for St. Vincent Seminary Property," dated January 25, 1989, between Southeast Missouri State University and the City of Cape Girardeau, Missouri. Nothing in these procedures is intended or should be construed to be in conflict with that agreement. Except where noted, these procedures have been approved by the River Campus Board of Managers at a meeting held on the date indicated above.

II. SCHEDULING

1. **Priorities:** River Campus facilities may be scheduled on a first-come-first-served basis, subject to the following criteria, listed in order of application.
 - a. The Holland School reserves exclusive booking rights until April first of the current academic year (July 1 through June 30) for the following academic year.
 - b. Academic events take precedence over non-academic events.
 - c. Annual or recurring events take precedence over one-time events.
 - d. Events of major interest, such as performances by national or international touring companies, take precedence over smaller or local ensembles.
 - e. Events sponsored by University organizations take precedence over events sponsored by outside organizations.
 - f. Events that require the unique facilities of the River Campus take precedence over events that could take place elsewhere.
2. **Facilities:** The following facilities are available for use:
 - a. Donald C. Bedell Performance Hall (the Bedell), a 951-seat proscenium theatre.
 - b. Wendy Kurka Rust Flexible Theatre (the Rust), a 190-seat black box theatre (limited availability).
 - c. Robert F. and Gertrude L. Shuck Music Recital Hall (the Shuck), a 205-seat recital hall (limited availability).
 - d. John and Betty Glenn Convocation Center (the Glenn), a 2,335 square foot meeting room.
 - e. The Atrium, a 3,000 square foot lobby area capable of accommodating dinners and meetings (limited availability). This is the main entrance to the Cultural Arts Center and events held therein cannot be assured of privacy.
 - f. The School of Visual and Performing Arts Conference Room, 18 seats.
 - g. Various outdoor areas.
3. **Holds:** A verbal hold, which provides the potential Sponsor with the right of first refusal, may be placed on the River Campus facilities for a 30-day period. If during that period another request for the same date is made, the first applicant must either confirm their event within two business days or defer to the second applicant. If it is not possible to contact the first applicant, or if the hold has not been renewed after 30 days, the hold may be released without notice.
4. **Confirmation:** The River Campus Management will not make any commitment or guarantee for use until it receives a signed Use Agreement, and such agreement has been approved by the Holland School Assistant Director of Operations or his/her designee. Confirmations are event-specific: a sponsor may not cancel one event and substitute another without written authorization, particularly if a second applicant has requested the same date. Outside organizations shall be required to make a fifty percent, non-refundable deposit at the time of the submission and before any announcement of the event.

- 5. Cancellation:** Unless a written notice of cancellation is submitted, the River Campus Management assumes that once an event is confirmed it will take place. Should an event be cancelled, the sponsor must notify the River Campus Management in writing and pay for any services that have already been provided or that cannot be cancelled. The non-refundable deposit shall be retained, and may not be applied to any services payment.
- 6. Staffing:** A minimum number of River Campus staff, including but not limited to stage technicians, ushers, security, and box office personnel, are required, the number varying by the complexity of the event. The River Campus Management shall have the sole right to determine the number of staff needed for an event. Sponsor may not substitute its own staff.
- 7. Cost for University-Related Organizations:** There is no basic charge or utilization fee for the use of the River Campus facilities by University-related organizations. Instead, the River Campus Management charges cost plus 35 percent for all materials, outside rentals, ticketing services and hourly staff required for an event.
- 8. Cost for Non-University Organizations:** A non-University Sponsor will be charged a venue utilization fee, subject to negotiation, plus additional costs for all materials, outside rentals, ticketing services and hourly staff required for an event.
- 9. Additional Charges and Estimates:** Events for which there is minimal River Campus staffing may be charged an additional usage fee per participant. A charge schedule will be provided upon request, but it is not to be considered a quote or estimate. Sponsors are cautioned to consult with River Campus personnel, who can prepare complete and accurate estimates for services.
- 10. University vs. Non-University Events:** No university department, student group, or university-related organization that receives a special rate on usage of a River Campus venue, may co-sponsor, co-promote, or have a relationship with an off-campus non-profit or commercial group to present an activity or performance without the full usage rate being charged. The usage rate will be established by the status of the non-University partner.
- 11. Marketing Services:** The Holland School can provide marketing services at cost plus fifteen percent for all ads placed.
- 12. Estimates:** A preliminary estimate of costs will be made once the River Campus Management knows the technical, box office, and seating needs of the event. The more information the sponsor can provide, the more accurate the estimate will be. The estimate is just that – an estimate. Final charges may be more or less depending on the actual charges incurred by the Holland School on behalf of the sponsor.
- 13. Catering:** The provisions of this paragraph are still under negotiation as of the date of approval of these operating procedures, March 13, 2009. Until such time as the Board of Governors reaches a final settlement concerning catering, Southeast Missouri State University shall operate under its exclusive contract with Chartwells Dining Services. All food and beverages served at River Campus Facilities must be secured through Chartwells' catering services. It is the responsibility of the Sponsor to make arrangements and coordinate such service with Chartwells. **Please note that there shall be no alcohol served in the Shuck Music Recital Hall.**
- 14. Billing:** Outside organizations shall pay fifty percent (50%) of usage costs at the time of confirmation. This amount, as well as any ticket revenue (if applicable) shall be applied against any charges. If there is a revenue balance (ticket sales plus deposit exceeds expenses), Sponsor shall be paid the difference within ten business days following the event. If there is a negative balance, sponsor shall remit same to Southeast Missouri State University within thirty days following the event.
- 15. Rain Location:** Once an *outdoor* River Campus venue is confirmed, Sponsor may make arrangements for an *indoor* venue to be placed on hold for use in the event of inclement weather, subject to availability and the following procedures.

 - a. There shall be no deposit or fee required to hold the indoor venue as long as there is no other request for its use.
 - b. After the hold has been placed, if another applicant requests the indoor venue, the Sponsor holding the space must either release the hold or confirm its use. If released, the Sponsor shall have no other obligation for having held the indoor venue.
 - c. If confirmed, whether prior to or on the day of the event, Sponsor must immediately remit the 50% deposit for the more expensive of the two venues. Any prior deposit may be applied against the new deposit. Sponsor may continue to hold the outdoor venue, but is committed to pay the use fee only for the higher costing of the two venues. The confirmation is irrevocable. Should the Sponsor not use the higher cost venue, Sponsor is still required to pay the full amount for its use.
 - d. If Sponsor uses only one venue, Sponsor shall pay only one – the higher – of the two usage fees. If, for some reason, Sponsor ends up using both the outdoor and indoor venue, Sponsor shall pay both usage fees.
 - e. Setups might take place a day or two before the event, so it is incumbent upon Sponsor to maintain timely communication with the River Campus Management. If the decision to move indoors is made too late, and setup has already begun for the outdoor venue, an extra setup charge will be applied to tear down the outdoor and then setup the indoor venue.

III. PERFORMANCES HALLS

Although this section is titled "Performance Halls," the provisions contained herein may be applied to any of the facilities at River Campus.

- 1. Opening Time:** Sponsor agrees to allow the River Campus Management to open the lobby areas of the venue at least sixty minutes before the advertised start of the event and to permit patrons to be seated at least thirty minutes prior to the advertised beginning time for the event. At the time patrons are allowed into the seating area, all technical preparations, lighting and sound checks, rehearsals, and other activities must have been completed on the stage and in the seating area.
- 2. Curtain Time:** Sponsor agrees to make every effort to begin all events within five minutes after the announced starting time. The River Campus Management may, when weather, traffic, or parking conditions dictate, delay the start of the performance a reasonable period of time to allow the great majority of patrons to be seated.
- 3. Bogus Curtain Times Are Forbidden.** The practice of announcing one starting time with the intent and/or practice of starting at a different time is strictly prohibited, unless such different starting time is deemed necessary by River Campus Management as described in the preceding paragraph.
- 4. Late Seating:** River Campus Management reserves the right to deny admission to latecomers until the first logical break in the performance at which time latecomers may, at the discretion of Management, be seated in available seats in the rear of venue. If appropriate seating is not available, latecomers may be held in the lobby areas until the first intermission.
- 5. Intermission:** If an intermission is not planned during the performance, the Sponsor must inform the River Campus Management at the time the Use Agreement is submitted. If the Sponsor cancels the intermission or fails to inform the River Campus Management at the time the Use Agreement is submitted, River Campus Management must have three business days notice of no intermission or a \$100 cancellation fee will be assessed.
- 6. Concession Stands** may be operated by Chartwells Dining Services during pre-show, intermission, and post-show, at the discretion of Chartwells and the River Campus Management.
- 7. A Technical Information Sheet** will be sent to Sponsor with all Use Agreements. This information sheet, a full and detailed outline of any stage requirements, hall and chair set-up, and additional information as may be required by the River Campus Technical Director should be returned to the Technical Director as soon as it is completed, **but no later than twenty (20) working days before the first event day.**

The failure to make a timely return of the sheet waives a Sponsor's right to the spaces and equipment normally assigned to the venue which the Sponsor is using if the space and equipment are requested by others and also waives Sponsor's right to any "general use" spaces and equipment. This failure will also subject Sponsor to a surcharge for the use of requested equipment if equipment is available.

Once the Technical Information Sheet has been returned, any changes or additions to the equipment requested will be granted only at the sole discretion of the River Campus Technical Director or his/her designated representative.

- 8. Use of Equipment and Spaces:** If the Use Agreement and Technical Information Sheet are returned at least twenty (20) working days before the first event day, Sponsor is entitled to use the equipment and spaces normally assigned to the venue which Sponsor is using. Occasionally, equipment or spaces normally assigned to a venue and not required by its Sponsor may be assigned for another use with the permission of the River Campus Technical Director or his/her designated representative.

General use of equipment and spaces will be divided among Sponsor on the following basis:

- a. The Sponsor who returns its Use Agreement and Technical Information Sheet first will be served first.
- b. If a Sponsor can prove greater need, the River Campus Technical Director may assign equipment or spaces to Sponsor in spite of a prior request by another Sponsor.
- c. If no other criterion applies, equipment needs will be filled in the following order of priority according to the location of the event: 1) The Bedell Performance Hall, 2) the Rust Flexible Theatre, and 3) the Shuck Music Recital Hall.

The River Campus Management will make every effort to keep its equipment available and in good working order. However, if equipment is unavailable or out of service for any reason, the River Campus Management will not be responsible for providing replacement equipment.

Any malfunction of equipment provided by the River Campus should be reported immediately to the River Campus Technical Director. The cost for replacement lamps for theatrical lighting shall be borne by the River Campus and is a part

of the cost for use. The cost for any other consumable theatrical supplies (including but not limited to gel, gobos, gaffer's tape, rosin, etc.) shall be borne by the Sponsor.

9. Stage Crew: Events scheduled to take place in any venue at River Campus shall utilize the services of trained stage crews including carpenters, electricians, property persons, sound persons, fly persons, and wardrobe personnel as required. After examining an event's requirements, the River Campus Technical Director will determine the minimum number of personnel required in each specialty and will be available to assist the Sponsor in making arrangements for all necessary personnel for light hang, move-in, set-up, rehearsal, performance, and move-out calls.

Sponsor must provide the River Campus Technical Director a complete list of Sponsor's personnel, including addresses and telephone numbers no later than twenty working days prior to the event. If a list is not provided to the River Campus Technical Director twenty working days prior to the event, it will be assumed that the personnel are to be supplied by the River Campus at Sponsor's expense.

River Campus Management reserves the right to forbid or restrict the employment of any individual or organization as part of the stage crew if Management determines, in its sole discretion, that injury or damage to equipment might result from employment or if the individual or organization has previously demonstrated an unwillingness or inability to abide by the policies and procedures of the River Campus.

In order to protect the River Campus facilities and equipment, the River Campus Technical Director may require the presence of in-house supervisory stagehands. The number of stagehands required will be determined by Technical Director. The River Campus Technical Director shall have the authority to veto or modify any order or direction issued by a Sponsor, its employees, or its sub-contractors if in-house personnel deem such action necessary to protect the audience, Southeast Missouri State University employees, facilities or equipment.

10. Crew Breaks: The River Campus technical personnel require one fifteen minute break during each four hour period of continuous work. Additionally, the River Campus technical personnel require a one-hour meal break after five hours of continuous work. For example if a work call begins at 8:00 a.m., a lunch break must occur between 1:00 p.m. and 2:00 p.m. If a meal break of one hour will not be possible within this period of time, the Sponsor must pay for a meal to be served to the entire technical crew at the River Campus. The Sponsor must notify the River Campus Technical Director at least forty-eight hours in advance of the meal so that arrangements can be made.

11. Labor Charges: The services of the River Campus Technical Director will be provided to a Sponsor at no additional charge. However, Sponsor will be required to pay the River Campus for its in-house stagehands at the current house rates as specified in the River Campus Charge Schedule. When a Sponsor requests use of a facility after an evening performance (5:00 p.m. until 12:00 midnight) the hourly labor rate will be time and one half from 12:00 midnight to 2:00 a.m. and double time from 2:00 a.m. until 8:00 a.m.

12. Outside Stage Crew Personnel: It is the policy of the River Campus Management to protect the River Campus facilities by determining minimum standards of performance by outside stage crew personnel. Nothing in these procedures should be interpreted so as to prevent a Sponsor from requiring higher standards from stage personnel. With the exception of the River Campus Technical Director, stage crew personnel shall not be deemed to be employees or sub-contractors of Southeast Missouri State University. Sponsor shall additionally be responsible for paying for all labor performed by outside stagehands and for paying for any damage which may be caused to building equipment due to a negligent act on the part of any member of the stage crew other than the River Campus Technical Director or the River Campus' in-house stagehands.

In the event a Sponsor is providing competent, certified personnel to perform stage and technical functions and therefore the minimum River Campus stagehand requirement is reduced to one for events, the services of the River Campus stagehand will be charged at the Technical Supervisor rate as set forth in the River Campus Charge Schedule.

13. Ushers, Ticket Takers, and Door Guards: To provide continuity to the River Campus patrons, events scheduled in the performance venues shall utilize the services of trained ushers, ticket takers, and door guards that are supplied solely by the River Campus. The cost of these services shall be borne solely by Sponsor. The number of required personnel for these services will vary according to the anticipated size of the audience, whether all seating levels will be used, and whether seating will be on a reserved seat or general admission basis. The River Campus Management shall determine the minimum number of personnel to be required for any given event. Some events may require the services of from two to three such personnel while other events may require as many as sixteen.

The River Campus Management shall have the right to veto or modify any order or direction issued by a Sponsor, its employees, or its sub-contractors to such personnel if Management deems such action necessary to protect the facility or to ensure the safety and convenience of the River Campus employees or patrons.

14. Security: The River Campus building and premises, including keys thereto, shall at all times be under the control of the River Campus Management. River Campus Management shall at all times have the right to enter any area in the River

Campus buildings including such times as when a Sponsor may have an event taking place and for which the Sponsor has been issued a Use Agreement. The entrances and exits of the building shall be locked and unlocked by the River Campus personnel only, as may be required for a Sponsor's use. Sponsor may be required by the River Campus Management to place proper door guards at all entrances and exits at times, when entrances or exits are unlocked, with the cost of door guards being borne by the Sponsor.

The security of the River Campus shall, at all times, be under the control of the River Campus Management. River Campus Management will arrange and Sponsor will pay for, all security that is deemed necessary by the River Campus Management for the proper conduct of the event and control of the audience. Generally, a door guard shall be required at the backstage entrance for all rehearsals and performances and, when deemed necessary by the River Campus Management, additional guards may be required in the lobbies and seating areas for performances or rehearsals.

Each Sponsor may also be required to provide additional security to monitor the parking lots if deemed necessary by the Southeast Missouri State University Parking Administration.

The presence of security guards during an event does not in any way diminish a Sponsor's responsibility to pay for damages to the facility or to equipment contained in the River Campus when damages occur in conjunction with the event.

A Sponsor may, at its option and expense, request additional security personnel for the express purpose of guarding equipment owned by or under the control of the Sponsor. However, the presence or lack of additional guards shall not alter the fact that the River Campus, under the terms and conditions of the Use Agreement, assumes no liability for the loss, theft, or damage to the property of the Sponsor.

15. Sale of Merchandise: If a Sponsor has items that it wishes to sell or rent or authorize to have sold or rented on its behalf or prior to or during its event, these items to include but not be limited to souvenir programs, books, photographs, audio or video tapes, records, posters, opera glasses, T-shirts, sweatshirts, or other souvenir items, and these items that are directly related to an event, the Sponsor shall obtain permission from the River Campus Management to vend or have vended these items, and such items shall be vended only within locations as specified by Management. The granting of a Use Agreement is not to be deemed the granting of permission to vend or have vended these items. The provisions of this and the following paragraphs will also apply in the case of a vendor who may or may not make cash transactions at an event but rather takes orders for subsequent sales to take place off the premises of the River Campus.

The River Campus reserves the right to refuse permission to sell, rent, or otherwise distribute any item which does not directly relate to the presentation of a specific event, or any item which in normal use or misuse may cause damage to the River Campus, its employees, or patrons.

Commission: Each approved vendor agrees to pay the River Campus, in return for the granting of permission, a commission equal to ten percent (10%) for commercial vendors and five percent (5%) for non-profit vendors (see requirements for non-profit status on page 13). Such commission will be calculated on the total gross sales for each sales period (a sales period being defined as no earlier than one hour prior to scheduled curtain time, all intermissions, and end no later than thirty minutes after the scheduled performance), with gross sales being defined as the total of all sales during each period after the applicable sales tax has been deducted.

Sales Tax: The state of Missouri and city of Cape Girardeau assesses a 7.975% tax on all items sold at the River Campus. Each approved for-profit or non-profit vendor shall be responsible to collect sales tax and remit same to the Missouri Department of Revenue. Sponsor shall provide the River Campus with a copy of the paid sales tax receipt. If the vendor has not added tax to the price of the merchandise (i.e. for each dollar of merchandise they have charged one dollar instead of one dollar plus tax), the tax due may be computed by multiplying gross sales by 7.3860025%. The rates described herein shall be subject to change as assessed by the state of Missouri and city of Cape Girardeau.

Samples: Each approved vendor further agrees, upon request, to provide the River Campus Management one sample of each item to be sold and such items become the property of the River Campus and that the value of the items shall not be deducted from any fees or commissions otherwise due the River Campus.

Verification of Sales: The River Campus Management reserves the right to count all inventory immediately prior to and after any and all sales periods to verify vendors' sales. The River Campus Management will at its discretion count all inventory immediately prior to and after all sales periods. An additional count shall be made for any items added after the initial count. The vendor may not refuse to allow the River Campus Management or its representative to verify all inventories. A refusal will constitute a violation of these provisions and will result in the immediate withdrawal of permission for vendor to vend any and all items in or on the premises of the River Campus. Such withdrawal, if any, shall not negate the commission due River Campus on items sold prior to the withdrawal.

Settlement: The commission will be due and payable in cash immediately subsequent to the close of sales for each period. In the case of a vendor who is taking orders and may or may not be making any cash transactions during an event, a flat fee may be negotiated with the River Campus Management in advance of the event.

Bank: It is the sole responsibility of Sponsor to provide any cash needed by the vendor during any and all sales periods.

Display: The price to be charged for each item to be sold must be clearly displayed and all displayed items must be offered for sale. Items which sell out shall be taken off display. Displays shall be located only within locations as specified by Management. Sponsor shall not do or permit to be done on the premises of the River Campus anything which may tend to injure, mar, or in any manner deface the facility. Displays, posters, signs, etc. may not be taped on windows, walls, railing, etc. or tacked, nailed, hooked, or screwed into any surface of the River Campus.

16. Coat Check: The operation of any coat check room is the exclusive province of the River Campus.

17. Event Programs: At the Sponsor's request, the River Campus will make arrangements for program insertions to be stuffed in Sponsor's programs. This service will be at an additional charge to the Sponsor and requires the Sponsor to give seven days notice prior to the event. Programs and insertions must be received at least twenty-four hours in advance of the show on a Monday through Friday. The River Campus retains the right to insert its own promotional material for upcoming events into any programs distributed within the facility.

IV. BOX OFFICE

1. General: The Holland School operates a full time box office within the River Campus Cultural Arts Center. The box office is open Monday through Friday from 9:00 a.m. to 4:00 p.m., closed on Saturdays, Sundays and holidays (to include all University holidays). The River Campus Box Office will, regardless of the day, open one hour prior to the announced curtain time of any ticketed event.

The River Campus uses MetroTix™ which is a computerized, "live" ticketing system. MetroTix™ accommodates both reserved and general admission events. All Sponsors using the River Campus where tickets will be distributed to the general public – either reserved or general admission – will be required to use the River Campus box office. The River Campus will not print tickets in excess of the fixed seating capacity of the particular venue for any single event.

2. Scaling and Prices: Sponsor must provide to the River Campus Box Office Manager all information necessary to program the Sponsor's event on MetroTix™ no less than two weeks prior to the on-sale date. This information is to include:

- a. House scaling for the event.
- b. Prices including any and all discounts that may or may not be used.
- c. All holds and technical kills.
- d. Desired copy for the ticket.
- e. Samples of any discount coupons or vouchers.

At the time the Sponsor delivers the above information, it is strongly urged that the Sponsor submit both discounts that will be used and discounts that might be used because adding new discounts can take several days.

3. On-Sale Date: The venue utilization fee covers the period of four weeks of selling time or any fraction thereof including performance date(s). The on-sale date will be determined as the first Monday within the four week period. The River Campus box office will not go on sale with the event before a Use Agreement is fully executed.

4. Additional Selling Weeks: Sponsor may choose to contract for additional selling weeks at an additional cost per week or a fraction thereof. If the Sponsor wishes to allow mail orders prior to the commencement of the three week on-sale period, the Sponsor must contract for additional weeks. Please see the River Campus Charge Schedule for this cost.

5. Points of Sale: Tickets for events at the River Campus may be sold five ways: 1) box office window, 2) mail, 3) telephone at the River Campus box office, 4) telephone through MetroTix™, and 5) Internet through MetroTix™. Additional remote box offices or points of sale may be established by Sponsor by special arrangements with the River Campus.

All tickets distributed, whether paid or complimentary, shall be subject to a handling charge per ticket. Please see the River Campus Charge Schedule for this cost. This charge will be paid by the customer or – in the case of complimentary tickets – by the Sponsor. The charge is usually included in the ticket price but may be shown separately on the ticket at Sponsor's discretion.

The River Campus box office and MetroTix™ accept MasterCard, Visa, and Discover for all purchases. MetroTix™ also accepts American Express. Checks and money orders are accepted for mail and window sales. Window sales also accept cash. The River Campus box office will not accept unpaid reservations because payment is required at the time of the order. The River Campus box office window will be open during the scheduled box office hours and one hour prior to curtain time for any ticketed event.

6. Group Sales: If the Sponsor wishes the River Campus box office to market group sales for their event, Sponsor must contract for this service. The Sponsor will be assessed a commission for this service as well as be charged for the printing, postage and telephone costs. See the River Campus Charge Schedule for this commission.

7. Liability: Sponsor shall be responsible for any bad checks; counterfeit money; or refused, returned, or fraudulent credit card charges and shall reimburse the River Campus Management for any such items received up to one year following the last date of use.

8. Seating of Patrons with Disabilities: Each River Campus venue provides locations that are accessible to people who use wheelchairs. The physical seats are not present in the venue, but are part of the capacity. Next to these seats are permanent seats to be sold only to companions of persons who use wheelchairs or persons with other disabilities that would be best served by these locations. Additional wheelchair and companion locations may be made available by removing designated seating prior to any sales. These seats may not be sold to anyone other than a person who uses a wheelchair or who otherwise, in the sole opinion of River Campus Management, would be best served by these locations. If an event reaches near sell-out status, and ninety-five percent of the seats in the venue have been sold, only then will the wheelchair and/or companion seats be available for sale to customers with or without the need for special seating.

9. Settlement: The River Campus will provide to the Sponsor a statement accounting for all tickets which were sold, not sold or otherwise distributed. This statement will, whenever possible, be presented to the Sponsor within minutes, but not later than one hour, after the closing of the box office for an event.

In the instance where more than one performance is held on any given day, the statements for all performances of that day, whenever possible, will be presented to a Sponsor within one hour after the closing of the box office for the last performance of that day.

10. Representative in the Box Office: Sponsor may elect or be requested by the River Campus Management to have one representative in the box office on the night of an event. The Sponsor's representative should arrive at the River Campus box office no later than one hour prior to the event. In the event that Sponsor fails to provide a box office representative, the River Campus box office staff shall make ticketing decisions with the best intentions to serve the Sponsor and the audience. In such situations, the box office staff's decisions may not be questioned, challenged, or changed by Sponsor, since no Sponsor representative was on hand when the decision was made.

11. Exchange/Refund Procedures: For the convenience of the River Campus patrons, the box office will make exchanges subject to the following restrictions:

- a. Tickets will be exchanged for the same event, or for a different performance of the same event, only.
- b. Only tickets purchased from the River Campus Box Office will be exchanged.
- c. Tickets must be exchanged in person.
- d. Tickets must be exchanged twenty-four hours prior to the performance.
- e. Patrons may pay a fee for the exchange.

The River Campus box office has a **no refund** policy. The phrase "ALL SALES FINAL" must appear in any advertisement or printed document that mentions the River Campus box office as a point of sale.

12. House Seats: The River Campus Management reserves for its exclusive use **ten** seats with the option to purchase ten additional tickets with group discount rates with forty-eight hours notice. These seats shall be in prime locations within the first ten rows of the orchestra level or the first row of the mezzanine or lower balcony. No charge will be assessed to the River Campus for the use of these seats insofar as the seats are to be deemed a part of the base usage consideration.

13. Delivery of House Seats: The River Campus house seats shall be "blocked" by the River Campus Box Office Manager no less than one week prior to the on-sale date. Tickets shall be distributed at the sole discretion of the River Campus Management; provided, however, that in the event said tickets are sold the revenue realized from the sale will be accounted for in the total box office receipts.

14. Pre-Sale of Seats: The River Campus Management also reserves the right to pre-sell top-level tickets for any event. These tickets will be sold at the regular price and will go on sale approximately four weeks prior to tickets going on sale to the general public. All unsold tickets from this allotment will be released for general sale no less than one week prior to the general public on-sale date. The River Campus reserves the right to identify the locations of these seats.

15. Complimentary Tickets: Sponsor must provide to the River Campus Box Office Manager written authorization for the issuance of complimentary tickets by the River Campus box office. **NO COMPLIMENTARY TICKETS WILL BE ISSUED WITHOUT WRITTEN AUTHORIZATION FROM THE SPONSOR.** The authorization must be on the

River Campus' official document and signed by a duly authorized representative. No substitutions or phone calls will be accepted. It is the Sponsor's responsibility to make these arrangements in a timely manner.

16. Press/Backstage Passes: The issuance of press passes or backstage passes shall be the responsibility of Sponsor. In the event Sponsor designates the River Campus box office to "hand-out" these passes, it is the Sponsor's responsibility to provide correct names of recipients. However, the River Campus Management shall have the right to limit the number of backstage passes, as well as to restrict the areas and times of access.

V. MARKETING

1. Definition: For the purpose of these procedures, the terms "market" and "marketing" shall refer to the process of advertising or promoting the event for which the Use Agreement is issued, by any of the following means: newspapers, radio, newsletters, direct mail, invitations, magazines, television, posters, flyers, handbills, billboards, Internet, e-mail, electronic marquee or displays, sidewalk chalking, show bills, lithographs, posters, cards or any other type of advertising, promotion, or public relations.

2. Commencement: Sponsor may not market any event before a Use Agreement is fully executed and signed by all parties. Regardless of whether the River Campus Management or the sponsor places marketing, all marketing materials must receive prior approval of the River Campus Management. This is crucial since it is often the River Campus staff who must deal with the public when there is insufficient or inaccurate information in marketing pieces.

3. Southeast Missouri State University Logos: Non-University Sponsors may not place any Southeast Missouri State University logo in their marketing. University Sponsors must follow University guidelines in their marketing.

4. The River Campus Venue Names: In any marketing piece for events to be held at the River Campus, the River Campus facilities shall be identified as follows:

- Donald C. Bedell Performance Hall, located in the Cultural Arts Center at Southeast Missouri State University's River Campus
- Wendy Kurka Rust Flexible Theatre, located in the Cultural Arts Center at Southeast Missouri State University's River Campus
- Robert F. and Gertrude L. Shuck Music Recital Hall, located in the Seminary Building at Southeast Missouri State University's River Campus
- John and Betty Glenn Convocation Center, located in the Cultural Arts Center at Southeast Missouri State University's River Campus
- Rosemary Berkel and Harry L. Crisp II Museum, located in the Cultural Arts Center at Southeast Missouri State University's River Campus
- River Campus Art Gallery, located in the Seminary Building at Southeast Missouri State University's River Campus

Secondary references within marketing pieces shall appear as follows:

Bedell Performance Hall Rust Flexible Theatre Shuck Music Recital Hall Glenn Convocation Center Crisp Museum River Campus Art Gallery

If space limitations in a marketing piece require a break in a venue's name, it shall be appear as follows:

Donald C. Bedell Performance Hall Wendy Kurka Rust Flexible Theatre Robert F. and Gertrude L. Shuck Music Recital Hall John and Betty Glenn Convocation Center Rosemary Berkel and Harry L. Crisp II Museum River Campus Art Gallery

Events presented by Sponsor must clearly state the organization presenting the event before stating the event is taking place at the River Campus. Marketing copy must be similar in content, relative size and spacing to the following examples:

100%	[Name of Event]	[Sponsor's Organization]
40-80%	presented by	proudly presents
100%	[Sponsor's Organization]	[Name of Event]
100%	Donald C. Bedell Performance Hall	Robert F. and Gertrude L. Shuck Musical Recital Hall
80%	Cultural Arts Center	Seminary Building
80%	Southeast Missouri State University	Southeast Missouri State University
80%	River Campus	River Campus

Substitution of the ampersand ("&") in the Shuck and Glenn names is allowed only when required as a space saving measure and must be approved in writing by the River Campus Management.

Tickets shall use an abbreviated format designated by the River Campus Box Office Manager. The River Campus Management must have prior approval on all marketing materials which uses the River Campus or Southeast Missouri State University name.

5. Required Information: All marketing for events to be held at the River Campus must include:

- a. the location(s) for all ticket sales
- b. "ALL SALES FINAL"
- c. Missouri Message Relay Service number, which is (800) 735-2966

- 6. Required Sale Prices:** All Sponsors are required to sell all tickets at the prices advertised and no deviations will be allowed unless approved in advance and in writing by the River Campus Management.
- 7. Content Warnings:** All marketing shall carry warnings applicable to the content of the event. Such warnings shall be determined in consultation between Sponsor and the River Campus Management with Management having the final authority to designate what must appear. Sponsor must share any script and/or content description with Management in order to assist in making the determination of warnings. Such warnings might include, but would not be limited to: adult language, adult content, partial nudity, nudity, violence, not suitable for children, strobe lights, fog, smoking, gunshots. Content warnings shall also be placed in the lobby, at entrances to the venue, immediately prior to the event and must be printed in the event program, if any.
- 8. Distribution of Marketing Pieces at the River Campus:** Sponsor shall not distribute or circulate or permit to be distributed or circulated any marketing pieces at the entrance to or in or about any part of the River Campus except marketing which pertains to the specific event for which a Use Agreement has been granted and for which permission has been obtained from the River Campus Management for the placing of marketing.
- 9. Postings:** Sponsor shall not post or exhibit or allow to be posted or exhibited any marketing pieces in or on any part of the premises except in specified areas provided for this purpose by the River Campus Management. Sponsor agree to use, post, or exhibit only marketing pieces which relate specifically to the event to be held in or on the premises of the River Campus pursuant to a fully executed Use Agreement and which meet with the prior approval of the River Campus Management or his/her designated representative. Sponsor agrees that marketing pieces may be posted only three weeks prior to an event and must be taken down within 24 hours after the final performance.
- 10. Non-destructive Display:** Sponsor shall not do or permit to be done, in or on the premises of the River Campus anything which may tend to injure, mar, or in any manner deface the facility or its premises. Sponsor further agrees not to drive or install or permit to be driven or installed any nails, hooks, tacks, tape (with the exception of painter's tape), or screws into any part of the River Campus building and Sponsor will not make or allow to be made lacerations of any kind to facility or any equipment belonging to the facility.

VI. GENERAL INFORMATION

- 1. Obstructions:** No portions of sidewalks, entrances, passages, vestibules, halls, stairwells, elevators, or means of access to public utilities of the River Campus or its premises shall be obstructed or caused to be obstructed by Sponsor, or caused or permitted to be used for any purposes other than ingress and egress to and from the River Campus or its premises. The doors, stairways, or openings that reflect or admit light into any portion of the River Campus building, including the hallways, corridors, passageways, handrails, lighting attachments, and radiators, shall in no way be obstructed by Sponsor. The toilet fixtures and other water apparatus shall not be used for any purpose other than that for which devices were constructed and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Any damage resulting from any misuses of any devices or other similar equipment belonging to the River Campus shall be paid for by Sponsor as it is responsible for the person having caused or otherwise been directly involved with the damage.
- 2. Car Parking:** The granting of a Use Agreement to use the River Campus shall in no way obligate the River Campus to provide parking for Sponsor. Note that any individual who does not display a hang tag Monday through Friday from 7:00 a.m. to 2:00 p.m., exclusive of holidays, may receive a parking ticket. The parking lots on the River Campus are available for general parking during the Sponsor's event and any other River Campus event held after 2:00 p.m. on a weekday or on a weekend. The River Campus Management is not responsible for any parking ticket a Sponsor receives while parking in a Southeast Missouri State University or River Campus parking lot. To acquire a visitor's parking pass, please contact the River Campus Box Office Manager.
- 3. Parking Shuttle:** On events where audience attendance is projected to exceed 500, River Campus Management requires the use of a remote parking lot shuttle for patrons, the expense of which will be born by Sponsor as set forth in the River Campus Charge Schedule.
- 4. Truck Parking/Loading Dock Use:** Trucks carrying equipment to be used by a Sponsor in conjunction with an event for which a Use Agreement has been granted may be loaded and unloaded at the River Campus Cultural Arts Center **south** loading dock. Special arrangements must be made in advance with the River Campus Technical Director for permission to park trucks in the loading dock area when not loading or unloading. In the absence of special permission, it shall be the responsibility of Sponsor to find, at their own expense, suitable parking space elsewhere for trucks.

In addition, no vehicles of any kind belonging to Sponsor or their representatives or employees may be parked at the River Campus loading dock without similar special arrangements having been made in advance with the River Campus Technical Director.

In any case, if a vehicle is not removed from the loading dock area within twenty-four hours of the strike of the final event for which the Use Agreement was issued, the Sponsor will be assessed a storage charge for the vehicle. The storage charge will be assessed at the rate specified in the River Campus Charge Schedule. In addition, if it is necessary for the River Campus Management, at its sole discretion, to remove such vehicle, Sponsor will pay any towing and storage charge.

5. Lost Articles: The River Campus Management shall have the sole right to collect and to have custody of articles left in the River Campus by persons attending events presented in the River Campus. Sponsor and any other persons in a Sponsor's employ or control shall not collect nor interfere with the collection or custody of lost articles.

Where lost articles can positively be identified to be the property of Sponsor, its employees, or others under its control, the River Campus Management will make every effort to reunite lost articles with their owners; provided, however, that the River Campus will not be responsible for incurring any costs for shipping lost articles to the owner.

After a reasonable period of time (not less than sixty days), all unclaimed articles shall become the property of the River Campus to do with or dispose of as its representatives shall deem fit.

Please note that the Lost and Found is located in the River Campus box office.

6. Flammable Materials: No flammable materials such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations and all other materials used for decorative purposes must be treated with a flame proofing substance and approved by the Fire Department. Open flames in any area of the building are strictly prohibited regardless of how the flames are fueled unless approved in advance and in writing by Management.

Sponsor shall obtain all permits and licenses required by the laws, ordinances, rules, and regulations, including licenses to use pyrotechnic materials to include, but not limited to flash pots, concussive pots, sparklers, and open flames. The River Campus Management has the right to require Sponsor to furnish satisfactory evidence that all required licenses are obtained.

7. Storage: In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the River Campus either prior to, during, or subsequent to the use of the River Campus by a Sponsor hereunder, the River Campus and its officers, agents, and employees shall act solely for the accommodation of the Sponsor and neither the Holland School nor its officers, agents, or employees shall be liable for any loss, damage, or injury to the property.

8. Recording and Broadcasting: No event presented in the River Campus may be broadcast, video taped, recorded, or otherwise reproduced without the prior written consent of the River Campus Management. The Sponsor having obtained consent shall ensure that the River Campus and its staff receive proper audio and/or video credit. Credit statement shall be in the format: "Performed at the [full name of venue] on the River Campus of Southeast Missouri State University."

9. Royalties: Tapes of events broadcasted, video taped, or recorded at the River Campus, which are sold or rented by Sponsor within one year of the date of the performance, will be assessed a five percent (5%) commission of gross sales after taxes, which Sponsor shall pay to the Holland School every three months following the last performance. Sponsor shall provide the Holland School one copy of any such broadcast, tape, or recording at no charge.

10. Smoking: Smoking on the River Campus is permitted only in designated areas outside the buildings. Smoking is expressly prohibited and is against state law in audience seating areas, on any stage (except where required by a script), backstage, in dressing rooms, rest rooms, elevators, and other areas where signage so indicates.

Each Sponsor shall be responsible for enforcing smoking regulations during the time the Sponsor is utilizing the River Campus pursuant to a fully executed Use Agreement. In cases where it is questionable whether or not smoking is permissible, the decision of the River Campus Management shall be final. **THE FAILURE ON THE PART OF A SPONSOR TO ENFORCE SMOKING REGULATIONS WITH ITS PERSONNEL SHALL CONSTITUTE A BREACH OF THE SPONSOR'S USE AGREEMENT AND MAY, AT THE SOLE OPTION OF MANAGEMENT, BE DEEMED CAUSE FOR THE TERMINATION OF A USE AGREEMENT IN WHICH CASE ALL ADVANCE DEPOSITS PREVIOUSLY PAID SHALL BE PRESUMED TO BE DAMAGES SUSTAINED BY THE RIVER CAMPUS AND THE DEPOSITS SHALL BECOME THE PROPERTY OF THE RIVER CAMPUS AND SHALL NOT BE REFUNDED.** Failure may also adversely affect the ability of Sponsor to obtain future Use Agreements for the use of the River Campus.

11. Loading Entrance: All articles, exhibits, fixtures, materials, displays, etc., relative to an event to be presented at the River Campus shall be brought into or taken out of the River Campus only at the entrances and exits as may be designated by the River Campus Management, the River Campus Technical Director, or such person's designated representatives.

12. Utility Connections: Unless otherwise authorized in advance and in writing by the River Campus Management, all plumbing, electrical, or carpentry work required to be done in or on the premises of the River Campus in conjunction with a Sponsor's use thereof, and all electrical current required for the Sponsor's use shall be done or furnished by the River

Campus or its authorized representative for which the Sponsor shall pay the River Campus on the basis of time and materials.

13. Stage Entrance: The Cultural Arts Center stage door is located on the southwest corner of the River Campus off Fountain Street and adjacent to the south loading dock. Except as otherwise authorized in advance by the River Campus Management, all performers, technicians, and other personnel directly associated with a Sponsor's event are to use the stage door when entering and leaving the River Campus.

Sponsor must, upon request by Management, provide a list of all personnel who will be authorized to use the stage door during the Sponsor's event. This list should be confined to only those persons actually operating in a functional capacity for the Sponsor. Permission to enter the backstage and dressing areas will be denied to relatives, friends, and all other unauthorized personnel during both rehearsals and performances. Upon making special arrangements with the River Campus Management, some Sponsors may be issued backstage passes for those personnel who must be frequent users of the entrance. However, the River Campus Management shall have the right to limit the number of backstage passes, as well as to restrict the areas and times of access.

14. Use of the River Campus Seating Area: The use of the River Campus venue seating area shall be restricted at all times to those in possession of tickets during times of performance and those times immediately preceding and succeeding the performances. During all rehearsals, set-up/strike periods, and even performances, a Sponsor's personnel shall, to the extent practical, restrict all of their activities to the stage, backstage, dressing room, and control booth areas. In instances where it is necessary for a director, stage manager, lighting or set designer, or other supervisory personnel to view a rehearsal or set-up from an audience vantage point, a specified location in the house will be made available for a minimal number of a Sponsor's entourage.

The intent of these procedures is to avoid situations where it becomes necessary to re-clean a venue subsequent to it having been made ready for a performance and, further, to protect carpeting and seat upholstery from unnecessary wear and soilage and to ensure that the River Campus seats are not used as storage places for coats, musical instrument cases, etc. In the event the River Campus Management deems it necessary to re-clean an area prior to a performance due to the abuse of the privilege to use the area, Management may, at its sole discretion, assess a cleaning fee in an amount appropriate to the size of the area which requires re-cleaning.

No Sponsor shall print, sell, or distribute or permit to be printed, sold, or distributed tickets in excess of the fixed seating capacity of any venue of the River Campus. Specifically, the maximum capacities are as follows: Bedell: 951; Rust: 190; Shuck: 206

15. Standing Room: The sale of standing room tickets for any event in the venue at the River Campus is prohibited unless written approval is granted by the River Campus Management.

16. Non-ticketed Events: Concerning events for which no tickets are printed, sold, or distributed, it is the responsibility of the River Campus House Manager to ensure that the maximum capacity of venue being used by the Sponsor is not exceeded by the attendees of the event. Since it is often difficult or impossible to control audience members leaving empty seats between themselves and others, a venue may be "at capacity" even though not every seat is filled. The River Campus House Manager will have the sole right to determine when a venue's capacity has been met and to close venue doors at that time.

17. Seating of Patrons with Disabilities: Specially-designated areas for the seating of persons with disabilities exist and allow the best possible seating while also allowing for the safest and quickest egress from venue. It is the responsibility of each Sponsor to inform its patrons with disabilities that areas are available and that, in the case of individuals using wheelchairs or whose mobility is otherwise restricted, patrons will be requested to utilize the designated areas for the maximum protection of all concerned.

For events in the Rust Flexible Theatre, it is the responsibility of each Sponsor, in conjunction with the River Campus Technical Director, to configure the seating and performance areas in such a manner as to easily and safely accommodate disabled patrons and their companions.

For events in the Bedell Performance Hall, the following areas are designated and reserved for patrons who use wheelchairs (w) and their companions (c): Orchestra, Row M, seats 100 (w) -101 (c) and 110 (c) – 111 (w); Lower Balcony, Row D, seats 100 (w) -101 (c) and 118 (c) -119 (w). Additional wheelchair/companion seating may be assigned when it is deemed necessary at the sole discretion of the River Campus Management.

The above mentioned seats will be reserved for these patrons on all general admission shows. It is the responsibility of the River Campus House Manager to reserve this seating and the River Campus usher staff to seat these individuals.

18. Objectionable Persons: The River Campus Management reserves the right to eject or cause to be ejected from the premises of the River Campus any objectionable person or persons; provided, however, that neither the River Campus nor

any of its officers, agents or employees shall be liable to any Sponsor for any damages that may be sustained by Sponsor subsequent to the exercise of this right by the River Campus Management or his/her designated representative.

The term "objectionable persons" shall include (but not be limited to) persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of Southeast Missouri State University policy, city, state, or federal law, make the normal and proper conducting of business or an event or the enjoyment by others of the event difficult or impossible.

19. Animals: Animals, other than seeing-eye dogs, will not be allowed in the River Campus venues for any reason other than for use in a production as required by a script. In the event animals in any number are required for a production, animals will only be allowed in the River Campus for such time as they are required to participate in any rehearsals or performances, and then only with the prior written approval of the River Campus Technical Director.

20. Forbidden Acts and Substances: Sponsor will not do or permit to be done anything in or upon any portion of the premises of the River Campus or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance procedures upon Southeast Missouri State University or any part thereof, or in any way increase any rate of insurance upon the River Campus or on property kept therein. Nor shall Sponsor, without prior written consent from the River Campus Management, store or operate any engine or motor or machinery on the premises of the River Campus or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or any other purposes.

21. Compliance with Laws: Sponsor shall comply with all laws of the United States, the State of Missouri, all ordinances of the City of Cape Girardeau, and all rules and regulations established by any authorized officer or department of Southeast Missouri State University. Sponsor will not suffer to be done anything on the premises in violation of any laws, ordinances, rules, or regulations. Specifically, any Sponsor who desires to have a drawing (raffle) of any kind may not proceed with any plans or do any marketing for a drawing unless and until prior written approval is obtained from the River Campus Management or his/her designated representative. The conditions for drawings must be approved on a case by case basis in order to protect the River Campus as well as each Sponsor of the River Campus from legal exposure pursuant to the Missouri Lotteries Law.

22. Licenses: Sponsor shall obtain all permits and licenses required by the laws, ordinances, rules, and regulations referenced herein including licenses to perform all copyrighted material. The River Campus Management shall have the right to require any Sponsor to furnish satisfactory evidence that Sponsor has obtained all required licenses including, but not limited to ASCAP, BMI, SESAC, and fire permits.

If requested, ASCAP, BMI, and SESAC license fees can be deducted from the Sponsor's house settlement. The River Campus will assess a \$20 handling fee for obtaining this license for the Sponsor.

23. Insurance: Sponsor shall provide Workers Compensation Insurance Coverage for Sponsor's employees and shall carry general liability insurance issued by companies authorized to do business in the State of Missouri. Liability insurance shall have limits at least in the following amounts:

\$1,000,000 for all claims arising out of a single accident or occurrence and

\$100,000 for claims of any one person arising out of a single accident or occurrence, and

\$100,000 for property damage; the term of such coverage to coincide with the dates of the Use Agreement including move-in and move-out

A Certificate of insurance showing Southeast Missouri State University named as additional insured in said policy or policies of liability insurance shall be provided not less than thirty (30) days in advance of the public on-sale date of the event.

24. Right to Alter Procedures Manual: The Holland School may change, alter, amend, or delete any or all of the articles and/or sections of this Procedures Manual at any time without prior notice. Such change shall be presented to the River Campus Board of Managers for their review.

25. Interruption or Termination of Event: The River Campus shall retain the right to cause the interruption or termination of any event when in the sole judgment of the River Campus such act is necessary in the interest of public safety.

26. Evacuation of Facility: Should it become necessary, in the sole judgment of the River Campus Management, to evacuate the premises because of threatening conditions or for other reasons of public safety, the Sponsor will retain possession of the premises for sufficient time to complete presentation of the activity without additional charge providing such time does not interfere with another Sponsor. If at the discretion of the River Campus Management it is not possible to complete presentation of the activity, the utilization fee shall be forfeited, prorated, or adjusted at the discretion of the River Campus Management based on the situation, and the Sponsor hereby waives any claim for damages or compensation from

Southeast Missouri State University. Internal evacuation procedures exist and a copy of these procedures are available from the River Campus House Manager upon request.

- 27. River Campus Charge Schedule Available:** A current schedule of charges for space, equipment, personnel and services is included in all permit agreement packets and is also available upon request from the Holland School Administrative Office. To obtain a copy, contact the Holland School of Visual and Performing Arts, One University Plaza, Mail Stop 7895, Cape Girardeau, Missouri 63701, (573) 986-4900, rivercampus@semo.edu.
- 28. Event Period:** Sponsors whose events begin before 8:00 a.m. or extend beyond 12:00 midnight on any given day will be charged per hour or fraction thereof until such time as the building is cleared of Sponsor's patrons and production personnel. This charge will be in addition to any other charges for use, equipment, labor, etc.
- 29. Non-Profit Requirements:** In order to qualify as a non-profit organization, a Sponsor must be incorporated in the State of Missouri and also must provide the River Campus with 1) a copy of Sponsor's certificate of incorporation; and 2) a copy of Sponsor's letter from the IRS confirming its 501 (c) (3) status as a non-profit entity. In addition, a Sponsor must have a current business address within southeast Missouri, State of Missouri. Once a Sponsor has supplied the River Campus with items 1) and 2) above, these items will be kept on file and need not be supplied with every Use Agreement returned.
- 30. Refusal to Rent:** The River Campus Management shall refuse to rent the facility for any event, activity, or performance if the Management reasonably determines that the event, activity, or performance or the anticipated audience response to the event, activity, or performance may cause damage or the unusual risk of damage to the facility or its patrons. Management may refuse to rent to a promoter if it is possible that Management might promote the same event in the future.
- 31. Non-Discrimination Statement:** It is the policy of Southeast Missouri State University not to discriminate on the basis of age, ancestry, color, creed, disability, marital or parental status, national origin, participation in constitutionally-protected activities, political affiliations or beliefs, race, religion (belief or non-belief), sex or disabled and/or Vietnam Era veteran status in its programs, benefits, services, or aid programs.

Inquiries regarding the Southeast affirmative action program or compliance with Title VI, Title IX, Section 540, the Age Discrimination Acts, and the Americans with Disabilities Act may be addressed to Southeast Missouri State University, Office of Equity and Diversity Issues, One University Plaza, Mail Stop 3375, Cape Girardeau, Missouri 63701, (573) 651-2524.

- 32. Application of Procedures:** While every attempt will be made to stay within these guidelines, exceptions may be made on a case-by-case basis. Such exceptions shall not be considered a change of procedures.

The River Campus Management may, by specific exception or amendment to the main body of a Use Agreement, alter provisions of this Procedures Manual to better suit the needs of specific events. However, in the absence of written changes, all procedures set forth in this manual shall be in full force and effect as stated herein.

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