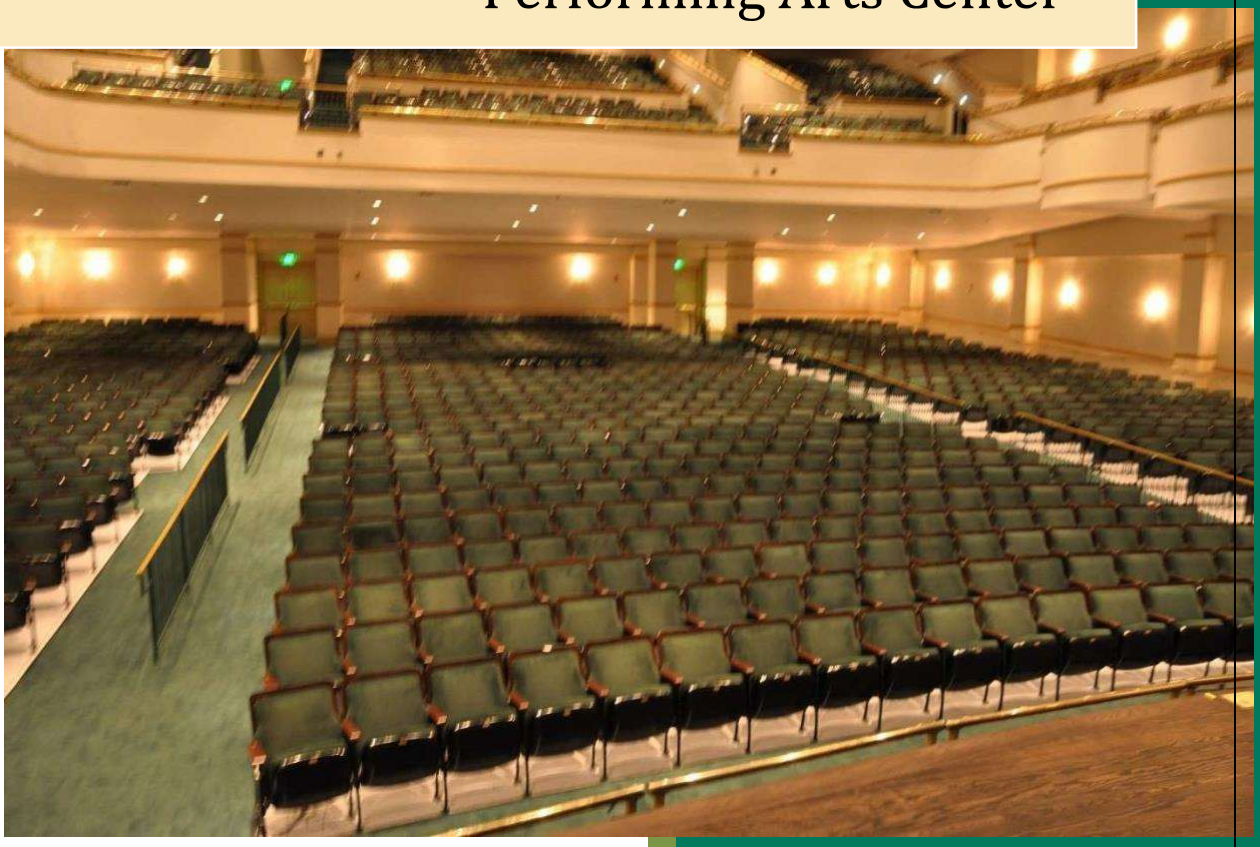
The Dominion Energy Concert Hall at the L. Douglas Wilder Performing Arts Center



NORFOLK STATE UNIVERSITY

700 Park Avenue
Norfolk VA 23504

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Introduction

Mission

Through exemplary teaching, scholarship, and outreach, Norfolk State University transforms lives and communities by empowering individuals to maximize their potential, creating lifelong learners equipped to be engaged leaders and productive global citizens.

Vision Statement

Norfolk State University will be recognized nationally for its outstanding academic programs, innovative research, scholarship, and global outreach, advancing the transformative power of education to change lives and communities.

General Information

The L. Douglas Wilder Performing Arts Center (the "Center") is a 56,247 square foot building located at the entrance of the Norfolk State University campus in Norfolk, Virginia. The Center was constructed in 1996 and is comprised of a 1,500 seat, state-of-the-art concert and performance hall, three (3) large meeting or flexible-use rooms, large stage and ornate foyer. The Center is classified as an education and general facility, which means that is primary purpose is to support the educational activities of Norfolk State University. All other general university activities and external use are secondary to the primary purpose.

The L. Douglas Wilder Performing Arts Center is a facility of Norfolk State University and as such, is governed by the laws and applicable policies and procedures of Commonwealth of Virginia. The Center is a *non-union house.* For specific technical information, see Appendix A.

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Policies

This publication is part of the Center's Use Agreement Package, which is provided to all requestors and users of the Center. Requests for use by Norfolk State University, its Departments, Offices, Student Organizations or designated institutional-users for activities defined as "educational" are considered "Internal Events" and are governed by Section II of this Policy. The Scheduling and Usage Policies (page 6) shall govern any and all requests for use of the Center for events not affiliated with Norfolk State University.

Renters ("Renter"), their users, and guests must adhere to the Policies herein. Violations or misrepresentation of use may be the cause for immediate cancelation of the rental without a refund. Should the Renter be found in violation of any of the provisions of this Policy, the Center will immediately consider the agreement null and void and the Renter will forfeit all advance payments made to the Center and be liable for all rental fees and other expenses including legal fees incurred, whether or not the performance actually occurs.

The Facility Rental Agreement and this Policy are the only agreements between the parties relative to the L. Douglas Wilder Performing Arts Center and supersedes all prior oral statements or written documents. It is the responsibility of the Renter to provide advance notice to its agents, employees or affiliated staff concerning these policies and requirements. For clarification of this Policy, contact the Center in writing at wilder@nsu.edu or by calling (757) 823-2063.

***Please note that prices, fees, and Center offerings are subject to change without notice.**

Payment

The Center accepts payment in the form of **certified checks, cashier checks, money orders, or cash** for all transactions. Checks should be made payable to "**Norfolk State University."**

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Definitions

Center. Means the Lawrence Douglas Wilder Performing Arts Center located at 700 Park Avenue, Norfolk, Virginia on the campus of Norfolk State University.

Concert Hall: Means the Dominion Energy Concert Hall located inside of the L. Douglas Wilder Performing Arts Center.

Educational Use. An event or activity that is educational or instructional in nature or related to a curriculum or course offered or taught at Norfolk State University.

Internal. An event or usage of the Center by an individual, office or department, organization or affiliate of Norfolk State University.

Legal Holidays. Any of several weekdays which are observed as national holidays.

Renter. Responsible person or agency who secures the facility for private use.

Section I

General Policies

Handicapped/Accessible Seating:

The L. Douglas Wilder Performing Arts Center (the "Center") offers fully accessible seating to patrons requiring assistance (e.g., handicapped, senior citizens). To ensure accessible seating, please contact the Center with any additional needs or concerns well in advance of the performance. The Center's number is (757) 823-2063.

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Cameras and Recording Devices:

Broadcasts, telecasting, recording and/or reproducing any rehearsal, performance, or parts thereof in or about the premises is not permitted without the prior express written permission of the Center and Artist or Artists' agency by U.S. Copyright Laws, (see page 7). Once permission is granted, the Center will require a two-hundred ($200.00) dollar fee prior to the event as well as the City of Norfolk Special Events Business License.

Children's Attendance Policy:

We understand that occasionally you may wish to bring younger children to a show. We believe in exposing young people to the performing arts at an early and appropriate age. However, unless an event is designated for younger audiences, children under the age of 5 years will not be admitted to events at the Center. As a courtesy to other patrons and the performers, children talking or moving around in a manner that is distracting may be asked to move or leave the Center. An adult must accompany children under the age of 12. All bodies in the Center must have a ticket.

Concessions:

Concessions will be provided in accordance with Section pg. 23 of this Manual. No food or beverages will be permitted inside the Concert Hall.

Late Seating:

Late seating will occur during a suitable pause in the program. Until that time, audience members will be held outside in the Lobby. As a courtesy to others, those who exit the Center

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during the performance will not be admitted back into the auditorium until a suitable pause as well.

Lost and Found:

Lost articles will be stored in the Center Office. The Center will make every effort to reunite such articles with their owner. To inquire about personal belongings that may have been left in the theater, call (757) 823-2063.

Parking:

Parking for the Center is available on the campus of Norfolk State University and is regulated and provided by Parking Services located on the Norfolk State University's campus. All patrons must abide by the parking guideline set forth by the University. Please visit www.nsu.edu/parking for more information.

Smoking:

The Center and its grounds are designated as tobacco-free. Smoking is permitted only in designated areas on the campus of Norfolk State University.

Public Health Safety:

An inherent risk of exposure to COVID-19 exists in any public place where people are present. According to the CDC, senior citizens and other guests with underlying medical conditions are especially vulnerable. By visiting the L. Douglas Wilder Performing Arts Center, you voluntarily assume all risks related to exposure to COVID-19. Norfolk State University has taken enhanced

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health and safety measures for you, employees, students and guests. You must follow all posted instructions while visiting Norfolk State University. Please visit www.nsu.edu/coronavirus to review NSU's policies and guidelines regarding university events.

As a respond to the COVID-19 pandemic and any future community health crisis, the University reserves the right to amend its policies and procedures for the safety and best interests of the patrons, faculty, staff, students, and guests of Norfolk State University. Some adjustments may include but not limited to hours of operations, facility capacity, entrance/exit procedures, concessions, etc.

Section II

Scheduling and Usage

All accepted requests for use of the Center will be contingent upon availability of space, technical equipment and staff. Acceptance of a request for use shall not guarantee the availability of space. The Center operates on a fiscal year ending June 30th and generally patterns its calendar on that basis.

Requests for scheduling must be made to the L. Douglas Wilder Center administration by calling (757) 823-2063. Preference shall be given to events and programs defined as "Internal Events" in the scheduling process and may be made as far in advance as is necessary or appropriate and supersedes requests for other events and activities. Facility and space scheduling commitments for the University are considered "First Priority" events. All other events are considered "Second Priority" events.

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The Center retains the right for issuance, modification or termination of scheduling commitments.

First Priority Use

All requests for use by Norfolk State University, its Departments, Offices, Student Organizations or designated institutional-users must be made with the Center's administration for activities defined as "internal" or for educational use are considered "First Priority Use." Any requests by University faculty/staff/students for non-educational use or events not directly or in-directly affiliated with or sponsored by Norfolk State University, shall be governed by the Non-University Use section below.

Requests for internal events or educational use will receive a Use Agreement Package for all First Priority requests. The Package includes a *Facility Rental Application, a Box Office/Show/ticket Information Form, a Fee Schedule* and a complete copy of these Policies and Procedures. The completed Facility Rental Application must be submitted at least four (4) weeks prior to the event. A memorandum of understanding or letter of agreement between an internal user and the University may be accepted in lieu of a deposit if the event or activity is coordinated through the University.

Internal use requests or First Priority Events are subject to any fees or costs that are incurred above and beyond the facility rental, which include but are not limited to labor, house staff, stage technicians, equipment costs, and overtime rates. See the Fee Schedule, Appendix B for applicable rates.

Non-University Use

All rental requests for the L. Douglas Wilder Performing Arts Center by organizations not directly affiliated with Norfolk State University are considered "Second Priority" and should be directed to the Center's Administration. Upon request, a Use Agreement Package will be made available or may be downloaded from the Center's website at www.wilder.nsu.edu. The Package

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includes a *Facility Rental Application, a Box Office/Show/ticket Information Form, a Fee Schedule* and a complete copy of these Policies and Procedures. The completed Facility Rental

Application must be submitted with the non-refundable application fee of twenty-five dollars ($25.00). Requests by not-for-profit organizations (e.g., schools, community groups or leagues, non-profit entities, etc.) are considered as Non-University Use for Non-Profits.

Facility and date scheduling commitments for second priority events are generally made not more than twelve (12) months in advance and are subject to change to accommodate University (First Priority) events. Major consumer and public events held on annual basis may, at the discretion of the University, obtain scheduling commitments for facilities and dates on a long- term basis subject to a proven record of success and significant economic impact.

Fees for the rental, labor, equipment and other charges are provided in the Fee Schedule, Appendix B.

Facility Rental Agreement & Deposits

Upon receipt of the completed Facility Rental Application and the twenty-five dollar ($25.00) non-refundable application fee, the Center will notify the requestor of its decision for renting the Center within 10 days. If the Application is approved, a Facility Rental Agreement specifying rental deposits and fees (in accordance with the Fee Schedule, Appendix B) and all other terms of the event will be issued.

Rental deposits, house service fees, Security, balance of Rental Fees, and any other fees are outlined in the Facility Rental Agreement. Deposits are required for all activities upon execution of the Rental Agreement and must be received within ten (10) business days of receipt. In the event of a cancelation on behalf of the Renter, all deposits are subject to forfeiture.

The Renter is responsible for tendering full payment of all fees no later than thirty (30) business days prior to the event, unless agreed upon otherwise.

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Hold Procedure

Event date(s) may be held for a maximum of five (5) business days on a tentative basis upon receipt of a written request from the Renter and subsequent confirmation in writing by the Center. All holds are considered tentative and therefore, subject to cancelation until a Facility Rental Agreement has been executed by the parties and the appropriate deposits are received by the Center.

A Facility Rental Agreement will be issued only when the University has received assurance that the prospective Renter has contracted the performer(s) for which the date(s) are held (if applicable). The prospective Renter must disclose the names of the performer(s).

In the case of conflicting tentative holds, the first party to execute a Facility Rental Agreement with appropriate deposits and/or fees will be granted use. The Center will make the final decision regarding the usage and rental of the Center. Fees paid for one event are not transferable to another date or event.

The Renter Accepts "As Is"

Neither the Center, nor Center's agents or employees, have made representations or promises with respect to the facility or premises, except as herein expressly set forth. The first possession of the premises by the Renter shall be conclusive evidence that Renter accepts the premises "as is" and that the premises and the building of which the same form a part and all equipment within the Center were in good and satisfactory condition.

Building Environment: As part of this Agreement, the Center will provide heat and air conditioning, electrical power, water and pre- and post-event cleaning (as part of the normal provision of services).

Sublet: Renter may not sublet any rented space(s), or in any way assign the rented space(s) to any other person, organization or group for any event. The Renter may not utilize the rented space for any purpose other than that which is specified in the Facility Rental Agreement.

Compliance With Laws and Licensing

No activities in violation of federal, state or local laws, ordinances, rules or regulations, or the opinion of the Norfolk Board of Health or Virginia Department of Health, or in violation of a University policy or procedure shall be permitted on Center premises, and it shall be the

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responsibility of the Renter, while under the terms and period of this Agreement, to enforce this provision.

License/Permits/Copyrights: The Renter shall obtain and pay any and all applicable fees for licenses and permits necessary for its activity or event specified by this Agreement. The Renter will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. Renter agrees to indemnify, defend and hold harmless the L. Douglas Wilder Performing Arts Center and Norfolk State University from any claims or costs, including legal fees, which might arise from the questioning of use of any such material described above. The Center may require evidence of such licenses in its Facility Rental Applicable or prior to the event.

Fire Safety Codes: All sets, costumes, props, flash-spots, laser lighting equipment and other material used by the Renter must conform to all existing fire and safety codes. The Center prohibits smoking in and around its premises. All scenery and materials must be flame retardant. The provisions of the fire prevention code for use of flammable decorations, open flames and explosive or flammable fluids, gases and compounds must be observed. The Center may require written evidence that all such codes have been observed and that operators have the required license(s).

Non-Resident Aliens: Should the artist(s) to be presented by the Renter be a non-resident alien individual, partnership or corporation, the Renter expressly agrees to perform all obligations and to assume all liabilities as pursuant to the requirements of the Internal Revenue Code and Federal Regulations.

Required Documentation

Floor Plan: A floor plan shall be submitted at least ten (10) days prior to move-in of an event.

Tax Exemption: Non-profit, tax-exempt organizations shall submit to the Center's administration its tax exemption certificates with its Facility Rental Application. The certificate will be required thirty days prior to initial usage. Such certificates will be kept on file by the Center, although the Center Event Manager may require re-filing from time to time.

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Signed Contract for Act: Renter must provide to the Center's administration a copy of the signed contract between Renter and the Act to be presented at the execution of the Facility Rental Agreement. Portions of the executed contract concerning financial arrangements with Renter may be excised.

Insurance:

Public Liability Insurance: Renters for Non-University Use are solely and fully liable for all damages or loss to the Center and its premises to include, but not limited to fixtures, furniture, equipment, etc. Renters shall provide comprehensive public liability insurance in the amount of three million dollars ($3,000,000) for any one occurrence and property damage insurance in the amount of one million dollars ($1,000,000). The insurance policy shall clearly name the Commonwealth of Virginia, Norfolk State University, its agents and employees as additional named insured. Further it is understood and agreed that the policy will not be canceled or reduced or modified in any way adversely affecting the coverage provided with respect to the Center or the event.

Proof of insurance coverage shall be furnished to the Center, in writing, thirty (30) days prior to the first scheduled use of the facility. If the insurance is to be canceled, the Center must be notified in writing at least ten (10) days prior to the cancelation. The insurance company providing insurance shall be a company in good standing licensed to do business in the Commonwealth of Virginia.

Indemnity: The Renter shall indemnify, defend, and hold harmless the L. Douglas Wilder Performing Arts Center and Norfolk State University, their officers, agents and employees against any and all liability, penalties, damages, expenses and judgments, loss or expense which may arise by reason of any damage, injury, death or claim of injury to any person including, but not limited to, the Renters' employees, patrons, guests or invitees, property, or of any nature whatsoever caused, arising out of the use of, occupation and control of the rented premises, or the streets, alleys and sidewalks adjacent thereto by the Renter at any time during the terms of the Rental or any invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages and arising at law or

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equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the L. Douglas Wilder Performing Arts Center or Norfolk State University, their officers, agents or employees either jointly or severally, or enforce any such claim. The Renter shall have the right to defend any such suit with attorneys deemed acceptable to the Center and the Center shall have a right if it sees fit to participate in such defense.

The Center is not responsible for any damage or loss to Renter's property, or that of the Renter's agents, employees, contractors, or affiliates, no matter what the cause of such damage or loss may be.

Public Safety

The Renter shall neither encumber nor obstruct the sidewalk in front of, the entrance to, halls, stairs, lobbies, and audience chambers, premises nor allow the same to be obstructed or encumbered in any manner. Renter further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of or cause bodily injury to any person on the premises or which is likely to constitute a hazard to the property. The Center shall have the right to refuse to allow any such material, substances, equipment or objects to be brought onto the premises and the further right to require its immediate removal from the Center if found in the facility.

Stage areas in use pose unique dangers to anyone not familiar with the technical aspects of the production. For this reason, patrons or other non-stage personnel are discouraged from being on stage or in the wings at all times. Specific instructions are to be issued to the producer's production crew to have patrons use the "Artist's Entrance" in the rear of the building by the loading dock, following all rehearsals and performances when planning to meet either artists or crew.

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A floor plan shall be submitted at least ten (10) days prior to move-in of an event and is subject to approval. All scenery and materials must be flame retardant. Smoking is strictly prohibited within the facility.

Loading doors shall not be blocked. Emergency exits and corridors leading to exits must not be blocked at any time.

Any outdoor displays or flyers must be approved in writing by the Center. All complaints or questions regarding public safety shall be brought directly to the Center's administration or appropriate University officer.

Cancelation

In case of cancelation by the Renter, it is the responsibility of the Renter to make reasonable public announcements of such cancelation at Renter's expense. The cancelation must be announced using all means commercially reasonable including social media outlets, daily newspapers, news departments at the three local network affiliate television stations, and at any radio stations on which paid advertisements for the event were run. These announcements should be run with the frequency necessary to assure that the public will become informed.

Interruption or Termination of Show

The Center retains the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when, in the sole judgment of Center management, such an act is necessary in the interest of public safety.

Evacuation of Facility

Should it become necessary, in the judgment of the Center staff, to evacuate the premises because of a bomb threat or threat to public safety, the Renter will retain possession of the premises for sufficient time to complete presentation of the event or activity without additional rental charge providing such time does not interfere with another Renter. If, at the discretion of the Center's administration, it is not practically feasible to complete presentation of the event or activity, the Center's management shall have the discretion to make the final determination of the rental based on the situation. The Renter waives any claim for damages or compensation from the Center as a result of an evacuation of the facility.

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Force Majeure

Any breach, failure to perform, or delay in the event at the L. Douglas Wilder Performing Arts Center is caused by (a) an act of God, riot, lockout, insurrection, civil disorder, natural catastrophe, health pandemic, or the exercise of authority of any governmental agency, whether federal, state, municipal or any political subdivision of any of the same, or (b) any other event which is beyond reasonable control of the L. Douglas Wilder Performing Arts Center, then the L. Douglas Wilder Performing Arts Center shall not be liable for any loss, cost, or expense incurred by the Renter or any liquidated damages resulting from such breach, failure to perform, or delay in performance of its obligations.

Security

Personnel employed by the Center or University shall be used and compensated by the Renter according to the Fee Schedule (Appendix B). The composition and size of the security force necessary will be solely determined by the Center, and will be directly responsible solely to the Center and/or University. Security shall be empowered to take whatever action deemed necessary to provide order, protect the safety and welfare of the University community, and to maintain the facility and its contents. In all matters related to security, the Renter shall deal directly with the University's designated lead officer and not with the individual security personnel or guards.

Damage/Clean-Up Responsibility

The Renter is responsible for any and all damages to the Center and its premises caused by acts of Renter, its agents, employees, patrons, guests, artists or performers, whether such acts are accidental or otherwise. The Renter further agrees to leave the Center and its premises in the same condition as it existed on the date Renter’s contracted event or activity date; ordinary wear and use are accepted. Any additional charges incurred as a result of an unusual amount of post--event clean-up will be assessed to the Renter.

The use of the following are expressly prohibited in and around the Center and its premises: scotch tape or decals on walls, floors, curtains, partitions, doors, windows, or furniture; use of

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nails, tacks, brads, or other driven fasteners; as well as helium filled balloons and/or any other type of balloons.

Additional Financial Obligations

Non-Production Related Activities

Non-Production Related Activities ("NPRA") are requirements placed on the Center by the Renter for Center equipment and employees when it is necessary to record or broadcast rehearsals and performance. The NPRA rate is an element of rent and is computed as follows, a:

(1) Ten percent (10%) increase in rent when audio recording or broadcast is required; and

(2) Twenty-five percent (25%) increase in rent when visual recording or broadcast is required.

Maintenance And Depreciation Surcharge

The Maintenance and Depreciation Surcharge ("MDS") is a surcharge based on the total rent and is used to assist in the maintenance of the Center's equipment. It appears as a separate line item on the final invoice. The computation of the MDS is as follows: ten percent (10%) of the total rent for rehearsals and performances, fifteen percent (15%) of the total rent when audio recording or broadcast is required, and twenty percent (20%) of the total rent when visual recording or broadcast is required.

Labor Surcharge

The Labor Surcharge is an administrative charge levied by Norfolk State University on all labor to cover the costs of Workmen's Compensation insurance, financing charges, and administrative expenses borne by the University. The Labor Surcharge is 17.5% of the total labor bill and appears as a separate line item on the final invoice.

Penalty For Loss of Income

When a performance lasts two hours or longer and there is no twenty (20) minute intermission, a penalty of **two-hundred and fifty dollars ($250.00)** will be levied to cover the loss of income from

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concession sales. Any arrangements to the contrary must be made in advance with the Center's administration in writing. In the case of a canceled performance or event, the Center reserves the right to levy a penalty of **two-hundred and fifty dollars ($250.00)**.

Penalty For Late Payment

When final payment is passed due and not received as required in this Policy and the Facility Rental Agreement, past due accounts will be referred to a credit bureau, the Department of Taxation, a collection agency, and the Attorney General's Office for redress. The past due account may be charged interest in accordance with the guidelines promulgated by the Department of Accounts and at the underpayment rate prescribed in Section 58.1-15 of the Code of Virginia. An additional amount which shall approximate the administrative cost, attorney fees and other reasonable collection costs incurred by the University may also be added to the outstanding balance.

Outside Services Surcharge

The Center will levy a ten percent (10%) handling charge on goods and services (other than labor) procured by L. Wilder Performing Arts Center on behalf of the Renter.

Section III
Technical

Stage Manager

Renter agrees to furnish a qualified Stage Manager to run the show backstage or to accept the employment of such a Stage Manager from the Center.

Broadcast Rights

The Center reserves all rights and privileges for outgoing radio and television broadcasts originating from the Center during the term of the Facility Rental Agreement. Renters desiring to

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broadcast should request permission in writing to the Center's administration. Should the Center grant to Renter such privilege, the Center will execute an Agreement to Record, Broadcast, Film, and Videotape with the Renter. The Center has the right to require advance payment of any related media and broadcasting costs to the Center and may also require payment in addition to rental fee. Permission must be obtained in writing thirty (30) days in advance of broadcast date.

The vendor will be accessed a two-hundred ($200.00) fee as well as provide the Center with the City of Norfolk Special Events Business License.

**For more specific information about recording, see Agreement to Record, Broadcast, Film, and Videotape (Appendix A & Appendix D).*

Recordings

The Renter agrees that no recording, either visual or audio of any kind will be made of the event covered by this Facility Rental Agreement without prior written approval from the Center. The Center has the right to require advance payment for recording services, if provided by the Center. The vendor will be accessed a two-hundred ($200.00) fee as well as provide the Center with the City of Norfolk Special Events Business License.

**For more specific information about recording, see Agreement to Record, Broadcast, Film, and Videotape (Appendix D).*

Delivery of Goods

Sets, costumes and other materials belonging to the Renter delivered prior to the contracted time will not be accepted by the Center staff without express, written arrangements from the Renter. The Center makes no guarantee that space will be available to receive materials and will not be liable for any lost, stolen, misplaced, or misdirected shipments or deliveries.

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The Center will not accept any goods shipped to the Center for the Renter, or for any person claiming to be acting for the Renter, for any cash on delivery shipments or if any sum is to be paid the carrier upon his delivery thereof.

Time

Time shall be of the essence in the Facility Rental Agreement; time granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the Center, and all such additional time shall be paid for according to the schedule of fees fixed by the Center, unless otherwise granted.

Stage Hands and Crew

Only authorized Norfolk State University and Center Stagehands and crew are allowed to operate any Center/theater equipment.

Volunteers

External volunteers are not allowed as substitutes for Center employees for any event or activity.

WIFI

WIFI Services are available but not guaranteed by the L. Douglas Wilder Performing Arts Center. Client is to bring their own hotspot(s) devices for tickets sales, vending, etc.

Section IV
House/Performance

Renter Representative

Upon execution of the Facility Rental Agreement, the Renter will provide the name, address and phone numbers of the Renter's representative. This representative serves as the sole person authorized to make decisions or negotiate on behalf of the Renter with Center staff. The representative must be present at each performance and will be the sole person authorized to

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resolve problems and conflicts, or negotiate any alterations in performance procedure. The representative will be fully authorized to act for and execute documents on behalf of the Renter.

Center Representative

The Center will provide a House Manager for each event or activity who shall supervise the overall “front-of-house” operation. The House Manager has absolute discretion with regard to times of opening the Lobby, opening the house, start of the program, length of intermission, safety of staff and audience, and coordinating the protection of the facility.

Personnel

The Center will arrange for, at Renter's expense, the following personnel for all events or activities, if deemed necessary: ushers, ticket takers, additional ticket sellers, stage crew, and any other personnel. See the Fee Schedule (Appendix B) for personnel costs.

An Usher Coordinator and ushers are provided and managed by the Center and will be employed as deemed necessary.

Time: The Center will be opened to the audience **thirty** (**30) minutes** prior to the scheduled performance time. All events, activities and performances will begin at the prescribed time printed on the tickets. If the program is two hours or longer in duration, a **fifteen (15) minute intermission is required**. Specific arrangements to the contrary may be discussed in advance with the Center’s administration.

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Security

All security arrangements deemed advisable by the Center will be made by the Center and will be billed to the Renter as a reimbursable charge. See Fee Schedule (Appendix B) for applicable fees. Firearms of any kind may not be carried, displayed or used by any person other than security personnel authorized by the Center. All guests, crew, staff, and visitors may be subject to security clearances and checkpoints.

List Of Performers

The Renter shall provide a list of performers to the Center Administration and Technical Director at least forty-eight (48) hours prior to the performance. Only those persons identified on the list will be admitted for the afternoon or evening of the performance. All persons backstage must have a pass. A list of backstage personnel must be received by the Center's Technical Director no later than forty-eight (48) hours prior to the performance. Any persons backstage without a backstage pass will be asked to leave the backstage or stage areas.

Public Areas

The Renter agrees to maintain reasonable management of activities, dress, conduct, performances, etc. of those persons acting in behalf of Renter or affiliated with the Renter in public areas.

Concurrent Use

The Center reserves the right to use or rent other areas or parts of the Center at the same time as any rental. The use of the lobby, vestibules, hallways, box office, lounges and other public rooms and facilities that may be made available to the Renter at the discretion of the Center shall be concurrent with the use of such others as the Center deem appropriate, provided that such renting to others shall not unreasonably interfere with the use of the premises by the Renter. The Renter understands and acknowledges that the Renter has no rights whatsoever to enter or use the areas in the said building identified as the administrative offices of the Center, the mechanical rooms, or any other areas except such as are designated in the Facility Rental Agreement or otherwise specified in writing by the Center.

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Staff Right to Entry

The Center staff reserves the right to enter any part of the Center at any time.

Future Attractions

The Center reserves the right to distribute to the audience announcements and literature concerning future attractions to be held in the Center whether such attractions are under the auspices of the Renter or not.

Open Rehearsals

Any rehearsal at which more than twenty-five (25) non-production personnel are in attendance will be considered a performance and an additional rental fee must be negotiated with the Center's Administration.

Seating On Stage

The Renter will not permit or cause to permit seating on the stage wings or in the aisles. The sole exception to this restriction is when the audience is a planned and integral part of the action.
This includes added seating in the boxes or elsewhere.

Accessible/Handicapped Patrons

The Center reserves the right to make immediate seating adjustments when Senior Citizens or the handicapped may have been inadvertently sold balcony seats or have requested seating in the accessible areas of the balcony or orchestra.

Wheelchair Seats

Reserved seat tickets for the benefit of patrons confined to wheelchairs are available. Accommodations for wheelchair patrons must be made with the Center forty-eight (48) hours in advance.

Smoking/Waste

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The Renter will not permit smoking in any area of the facility. Renter further agrees not to allow retain or leave waste in and around the Center's premises.

Food/Beverages for Cast

The Renter agrees that where food and beverages are required on premises for performance cast and/or crew, the only areas where such food and beverages may be served is in the backstage Green Room, Dressing Room, or other area designated by Center staff. All food and beverages must be provided by the exclusive caterer for the Center and paid for by the Renter.

Lodging Forbidden

The Renter, or any person or persons claiming to be acting on behalf of the Renter for the event, is prohibited from using the Center as a sleeping or lodging location.

Animals

Animals are prohibited unless they are a part of the event or performance, or provide assistance to disabled persons. Written approval for animals other than those providing assistance to disabled persons must be obtained from the Center's management in advance of the event. The Renter cannot bring or keep or allow to be kept in a cage or container, any animals into the Center or its premises. Animals used in performance may be brought into the Center only during actual rehearsal or performance. The Renter shall be charged a **two-hundred ($200.00) dollar** Animal Fee per hour.

Solicitations

No collections, donations, or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the Center premises without first obtaining written permission of the Center's administration.

Distribution Of Literature

The inclusion into the programs or the distribution of any literature, pamphlets, tracts, flyers, or other information not directly related to the content of or personnel in the performance (other

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than standard commercial advertising) are not permitted. The Renter may request permission in advance from the Center's management in writing. Information may be distributed in public areas (e.g., sidewalks, streets) so long as it does not interfere with the ingress and egress of individuals at the Center.

Concessions

The Center reserves and retains to itself the right to operate, license, or permit others to operate any and all concessions during the rental, including but not limited to the sale of food, beverages and other merchandise at or in the L. Wilder Performing Arts Center. Such right may not specifically be granted to the Renter.

The Center reserves the right to use such areas as are, in its opinion, necessary for such concessions. The Center will also determine which concessions will be in operation during the rental.

The sale of programs, records, tapes, or novelties must be approved by the Center in advance and are subject to all applicable taxes and commissions as set forth by governing bodies and rights reserved and stipulated on the Facility Rental Agreement.

If the Renter desires to sell event-related souvenirs, novelties and programs, a negotiated fee of not less than two hundred dollars ($200.00) will be charged. The Renter is responsible for paying all labor charges, as well as applicable state and local sales tax. The Renter is responsible for monitoring its vending products and possessions. Security will provide general support.

No free samples of food, beverages, or any other product may be given away or otherwise distributed without prior written approval of the Center.

Vending

If the Renter or any person and/or organization wishes to sell merchandise and/or food the entity is required to fill out a City of Norfolk Application for Special Event Business License Application (see Appendix G). Each Vendors is required to **pay a two-hundred ($200.00)**

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vending fee and must obtain a City of Norfolk Special Event Business License before vending is allowed on campus.

Catering

All food and beverage catering for the Center must be performed by the exclusive food service provider/caterer for the University. Arrangements for food and beverages must be coordinated through the Center Staff at (757) 823-2063. The ordering and delivery of prepared "take out" foods from any outside source is prohibited.

Alcoholic Beverages

No alcoholic beverages are permitted at the Center or on campus during University-sponsored or co-sponsored events. Exceptions for Non-University events or activities may be granted with the necessary approvals and arrangements with the Center caterers and as approved by the Center. The possession, sale, or consumption of illegal drugs in any form is not permitted on campus.

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Parking

The University retains all revenues generated from event parking when any such fees are charged to the general public.

Section V
Publicity/Promotion

Playbills

The Renter is required to prepare printed playbills or programs for their audience, which shall include the following information regarding house operations and rules:

For Your Information

Welcome to the L. Douglas Wilder Performing Arts Center on the campus of Norfolk State University: a premiere cultural and educational venue in Hampton Roads. Inquiries about booking the Center should be directed to the Administrative Office by calling (757) 823-2063 or emailing wilder@nsu.edu during regular business hours.

The following information is provided for your convenience. Your cooperation is appreciated. We hope you enjoy the performance.

***Food and Beverages**: No food or beverages of any kind are permitted into the Dominion Energy Concert Hall.*

***Smoking:** The Center is smoke-free. Smoking is strictly prohibited in and on the premises of the Center.*

***Box Office**: Tickets for Wilder Center events at the L. Douglas Wilder Performing Arts Center are available at the Norfolk State University Ticket Box Office located on campus. Automobile access to the NSU Ticket Office is through Gate 8 or Gate 8A on Corprew Avenue. The Ticket office is open from 9:30 a.m. - 5:30 p.m. Monday through Friday.*

The Box Office in the Center opens one (1) hour before curtain for ticket sales and pick-up.

***Group Services:** For information on group sales and theater parties for programs sponsored at Norfolk State University and the Center, contact the Norfolk State University Ticket Office.*

***Special Assistance**: For information on services and facilities for persons requiring special assistance in attending events at the Wilder Performing Arts Center, call (757) 823-2063.*

***Latecomers:** You may have to wait to be seated until an appropriate pause in the program. Performances will begin at the advertised time and late comers will be permitted to enter at a suitable pause in the program.*

***First Aid:** For immediate assistance, locate the nearest usher.*

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Personal Items: *The Center is not responsible for personal items or other property of patrons or visitors to Norfolk State University. You are advised to ensure that you have all personal belongings with you when you leave your seat or exit the Center.*

Photographs and Recorders: *The taking of photographs and the possession and/or use of audio or video recorders during performances is strictly prohibited.*

Cellular Phones: *Cellular phones must be turned off prior to the start of an event or performance. Their use may disrupt audio signals in the theater.*

Fire Notice: *In the event of a fire, please walk—do not run—to the nearest red exit sign.*

Please enjoy the performance!

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Production Of Playbills

The Renter may request that the Center design and produce a playbill for their performance with the cost borne by the Renter. The Renter must inform the Center’s management of their intention to have their playbill produced by the Center a minimum of thirty (30) days prior to the event. The fee for production of the playbill will be payable at the time based on the Renter’s needs.

Playbill Quantity and Delivery

The appropriate quantity of playbills is considered to be the number of available seats for a performance plus 10 percent (10%). Playbills should be bundled in quantities of 200-300 copies per bundle and delivered to the Center's Administration office at least five (5) business days prior to the performance (between the hours of 9:00 a.m. - 12 noon or 2:00 p.m. - 4:00 p.m. Monday through Friday).

Failure To Provide Program

Should the Renter fail to provide a printed program containing the playbill information specified above, Center will provide an adequate supply of printed material containing such information for distribution to the audience. The cost of the printed material will be borne by the Renter at ten ($10.00) for two-hundred (200) inserts.

Promotion/Publicity

The Renter agrees to withhold all publicity and promotion of Renter's event until a date is established when ticket sales can begin and all publicity and promotion can indicate such date. Release of information prior to the availability of tickets or failure to designate the specific date that tickets go on sale will result in additional charges for Center Box Office services in the amount of **one-thousand dollars ($1,000.00)** payable prior to the event in cash, cashier’s check, or money order.

The Renter or sponsoring organization shall not publicize any event in any way that may cause others to believe that the University is the sponsor of the event.

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Any use of the following must be in compliance with the graphic and reproduction standards established by the University: Norfolk State University, NSU, The L. Douglas Wilder Performing Arts Center, The Wilder Performing Arts Center, Wilder PAC, or the Dominion Energy Concert Hall.

All advertising shall be honest and true and shall include accurate information about event times, prices, location and content. The Renter agrees that all advertising -- newspaper, radio, television, posters, heralds, flyers, brochures, etc. -- will contain the following information:

The true and correct name of the presenting agency or organization, i.e., "Country Music Stars, Inc. Presents ..." (Abbreviations are not acceptable)

The specific and correct name of the facility: The Dominion Energy Concert Hall at the L. Douglas Wilder Performing Arts Center.

No printed, broadcast or display advertising or promotional material shall be distributed or displayed for events or activities held in the Center without prior approval. All material must be submitted in advance to the Center's management prior to production solely for the purpose of determining compliance with this policy and not for artistic and/or creative input.

No advertising shall commence until a properly executed Facility Rental Agreement is validated by the Center.

Placement of signs, banners or posters on the Center or University premises is subject to review. The Renter is prohibited from driving any tack, nail, screw or other fastening device into the ceilings, walls or floors of the Center so as to mar, deface or injure Center property are specified and such materials as are approved in advance by the Center staff.

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Objectionable Material

Should the event, activity or performance contain materials that may be viewed by a segment of the community as being morally objectionable or offensive, the Renter must include the appropriate content warnings on all advertising or materials. The Center reserves the right at its sole discretion to require that the Renter include in all of its advertising or materials a phrase acceptable to Center Management that alerts the potential ticket buyer to the maturity of the theme or actions.

Displays

The Renter will display no posters, photographs, models, etc. without written permission of the Center. Upon approval, the displays can only be in such areas as are identified and such materials as approved in advance by the Center.

The Renter shall provide the name of the individual or organization chiefly responsible for publicizing the event and a telephone number.

The Norfolk State University Marquee(s), located on Brambleton and Park Avenues, as well as Ballentine and Majestic Avenues, are available at an additional cost. See Appendix A for more information.

Section VI

Tickets and Box Office

The Center will coordinate the sale, printing and accountability of tickets for all ticketed events. Tickets will not be ordered without an approved rental agreement and a certificate indicating suitable insurance coverage. The Renter must complete and submit a Box Office/Show/Ticket Information form and submit it to the Center within 30 days of the event. (See Appendix E)

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Norfolk State University's Ticket Center is part of the "University Tickets" automated box office system. No surcharges are assessed at the University Ticket Center for NSU sponsored activities. The Renter pays one dollar ($1.00) per ticket pulled from the system. All unused pre-printed tickets issued must be returned to the NSU Box prior to the start of the event.

Discounted Tickets

The Renter must advise the Box Office Manager, in writing, of the intention and plan to discount any tickets. Information must include the following:

a) Amount of discount to be allowed;

b) Number of tickets to be discounted; and

c) Scale categories, and the row letters and seat number involved. Discounts will be reflected in the final settlement between the Renter and the Center.

Student Tickets

As an educational institution, Norfolk State University and the L. Douglas Wilder Performing Arts Center encourage Renters and promoters to offer to Norfolk State University students available, unsold tickets for a reasonable fee immediately prior to the start of the performance. Student tickets are available to students with a valid student ID card. In lieu of this practice, the Center requests that a Norfolk State University student ticket price be established in advance.

Description Of Performance

The Renter agrees to present an accurate description of the performance in the Facility Rental Application and any other materials related to the event or performance. Descriptions should

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include length of acts or sections, synopsis of plot, specific musical works, some biographical information on the performer(s) or artist(s), when intermissions occur and approximate length, event or performance start and end time, special sight line or acoustical variations, or any information in the Renter's judgment that a patron may wish to know about the event or performance.

Audits And Settlement

Performance Audit. A performance audit will be conducted during the event or performance immediately after closing of the Center's Box office. The Renter is entitled to observe the performance audit, if desired. If Renter is not present, the Renter agrees to accept the Center's performance audit as documented and presented. The performance audits will be based on audit stubs, unsold tickets, and cash on hand. The performance audit does not indicate attendance; for such information a torn ticket count will be made.

Show Audit. Official "Run of the Show" audit will be presented by the Center to the Renter within forty-eight (48) hours after the final performance and will include recapitulations of each performance audit.

Receipts. All receipts at Center Box Office will immediately be deposited in an account designated by the Norfolk State University Auxiliary Services Office. "Night of the Performance" settlement by the Renter will be allowed only when written permission is granted by University, and only after receipts have been sufficiently accumulated to cover additional billings, and a contingency of no less than ten percent (10%) of the total anticipated rental fee.

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Payments. Norfolk State University's Auxiliary Services Office will provide a Box Office Report and settlement within in ten (10) business days.

Refunds from Ticket Revenue. The Center retains the right to make a determination of ticket refunds for cause. This shall include, but is not limited to: seats blocked by equipment when an exchange for comparable or better location is not possible; failure of projection equipment; or failure of the act or performer to show or go on stage within reasonable time of schedule provided by Renter. The Center accepts no liability for tickets sold in other locations with regard to, among other things, discounts, audits, refunds or collectability of funds. Deadlines for refunds will be advertised in media by the Renter. Refunds are issued where tickets are purchased. If there is any question whether a ticket was discounted at the Center, the Center will make the final determination regarding the amount to be refunded.

Complimentary Tickets. The Center reserves the right to monitor the use, number and distribution of complimentary tickets by Renter. The Center also reserves the right to use, at its discretion, eighteen (18) complimentary tickets per event or performance.

Reserved House Boxes. The President's Box and the Administration's Box are permanently reserved and never made available for sale. See the Seating Chart, (Appendix C). A total of **eighteen (18) House Seats** are to be provided to the Center three (3) weeks prior to the event.

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L. Douglas Wilder Performing Arts Center
Contact Information

Main Telephone:	(757) 823-2063
Fax Telephone:	(757) 823-2064
Email:	wilder@nsu.edu
Website:	www.nsu.edu/About/Administrative-Offices-Services/Wilder-Performing-Arts-Center
Manager: Crystal Square-Williams	cswilliams@nsu.edu
Assistant: Rhonda Britt	rabritt@nsu.edu
Technical Director: Maris Rence	mirence@nsu.edu
Office Assistant: Patty Scott	pgscott@nsu.edu
Office of University Advancement	(757) 823-8323

Address:

L. Douglas Wilder Performing Arts Center
Norfolk State University
700 Park Avenue
Norfolk, VA 23504

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Appendix A

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L. Douglas Wilder Performing Arts Center
Norfolk State University

700 Park Avenue, Norfolk, Virginia 23504
Phone (757) 823-2063 Facsimile (757) 823-2064

Technical Information – Appendix #A

Capacities And Dimensions

- Seating Capacity: 1,500

Stage Dimensions:

• Width of Proscenium Arch:	47'-0"
• Height of Proscenium Arch:	28'-0"
• Depth of Stage (Plaster Line to Back Wall):	42'-4"
• Last line set to back wall (Crossover behind back wall):	0'-6"
• At Center Line:	
• Plaster Line to DS Edge of Apron	5'-0"
• Plaster Line to DS edge of Pit	20'-4"
• Apron to First Row of Seats on Pit	6'-3"
• Apron to First Row of Permanent Seats	18'-0"
• Pit:	
• Control Position (not applicable)	
• Stage Floor to Pit Floor	8'- 3 1/4"
• House Floor to Pit Floor	4'-6"
• Height Under the Stage Lip	7'-3"
• Doors to Pit at Stage Right and left sides	2'-10" x 6'-6"
• Useable Area Stage Right: (5' diam. spiral stair Up Stage Right)	Less than 21'-0" x 36'-0"
• Useable Area Stage Left: (8' x 1 6' switch back stair Down Stage Left)	Less than 16'-0" x 20'-0"
• Width, Wall to Wall	91'-2"
• Height to Bottom of Fly Floor Stage Right	24'-2"
• Height to Bottom of Fly Floor Stage Left	24'-2"
• Height to Grid Iron	62'-0"
• Height to Ceiling	69'-0"

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Stage Floor

- Deck is FLAT, not raked. There are NO TRAPS. Construction is 8" concrete slab, 2x4 treated wood sleepers running perpendicular to the Center Line, 3/4" tongue and groove plywood subfloor, 1 5# felt, I " tongue and groove natural finished pine floor stained flat black.
- Visiting companies may use their own portable marley. Toilets are located in crossover corridor behind the upstage wall. No showers are on stage.
- There is no running water or drain on stage.
- The stage floor is not to be nailed or screwed.
- There is no Cross-over behind the cyclorama.

Rigging

- Line sets with 60'-O" battens are available.
- Battens -- low trim: 3'-6" high trim: 60'-9" for general purpose line sets
- low trim: 3'-6" high trim: 33'-6" for stage electric line sets
- Weight limit for battens: 1500 pounds for general purpose line sets
- 2250 pounds for stage electric line sets
- Front curtain flies and travels, manually. There is no motor available.
- Main Drape is green velour with separate, matching Valance. Main Drape is two panels 30'-O" x 30'-O" with I00% fullness. Valance is 12'-O" high by 57'-O" wide with 100% fullness.
- Six (6) sets legs and borders (Legs are 1 3'-6" x 30'-O" flat. Borders
- are 12'-O" x 58'-6" flat.)
- Two (2) sets of Black Travelers (Panels are 30'-O" high by 31'-6" wide, 50% fullness.)
- One (1) Sky Blue, Seamless Cyclorama (30'-O" high by 60'-O" wide, with 6" high pipe pocket and pipe.
- A standard house soft goods plot is available on request.

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Lighting

- Electric service is Stage Left. Total service 800 amps, broken down into two (2) 400 amp, 3-phase, 4-wire panels. There is a $100 tie in fee per panel.
- Dimmer per circuit system with patchable 336 dimmers each rated at 2.4KW. Dimmers are ETC Sensors. All circuits are 20 amps. There are no 60-amp circuits in the house. Circuits are located as follows:

1 - 53	FOH Cove
54 - 59	House Right Box Boom
60 - 65	House Left Box Boom
66 - 101	Electric #1 (Line Set #1)
104	Proscenium Wall Box Down Stage Right
107 - 110	Proscenium Wall Box Down Stage Right
111 - 115	Rear Wall Up Stage Left
116 - 120	Rear Wall Up Stage Right
121 - 125	Proscenium Wall Box Down Stage Right
126 - 149	Electric #2 (Line Set #11)
150 - 167	Electric #4 (Line Set #25)
168 - 191	Electric #6 (Line Set #40)
192 -197	Proscenium Wall Box Down Stage Left
198 - 203	Proscenium Wall Box Down Stage Right
204 - 208	Rear Wall Up Stage Left
214 - 218	Rear Wall Up Stage Center
219 - 224	Drop Box Down Stage left
225 - 230	Drop Box Up Stage Left
231 - 236	Drop Box Up Stage Right
237 - 242	Drop Box Down Stage Right
243 - 248	Wall Box Circuit Pit
249 – 252	Upstage Center Drop Box
289 – 312	Electric #3 (Line Set #19)
313 – 336	Electric #5 (Line Set #34)

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- Control Console is ETC Expression 2x offering 500 control channels, 600 cues, 250 groups, 2000 macros, 40 programmable submasters, and 2 pairs of timed faders.
- A standard "house" plot is available and can be modified at a cost.
- For "truss" hangs, an independent insured rigger must be employed.
- Additional control panels are located throughout the theatre (at each FOH lighting position and on stage) to control of color changers and other equipment that can be controlled on the DMX of data line.
- There is a separate manual controller for house-lighting. The house dimmers may be controlled from the stage lighting console.
- Floor pockets are located in the auditorium floor with power, lighting control, and communications for a designer's tech table.
- Theatrical Lighting Fixture Inventory:
    - 28-14 degree Ellipsoidal Spotlights 1000 Watt EGJ
    - 10-19 degree Ellipsoidal Spotlights 1000 Watt EGJ
    - 68-26 degree Ellipsoidal Spotlights 1000 Watt EGJ
    - 40-36 degree Ellipsoidal Spotlights 1000 Watt EGJ
    - 100 Source 4 Pars 575 Watt HPL
    - 6 Altman Econo-cyc lights (3 cell) 1000 Watt FFT
    - 2 Lycian Super Arc 400 Follow Spots (Model 400)
- There are no ladders of any type available for focus.
- There is Genie lift available for focus.
- There are some barn doors, top hats or gel holders available.

Marquee Rental

Norfolk State University Display Boards: Norfolk State University has 3 digital display boards that can be used to promote events. Two are large sign boards near the front (Park Avenue) and back (Ballentine Boulevard) entrances to campus and visible to passing traffic. The third sign is located in the University's quadrangle in the center of campus. The Office of Communications and Marketing determines the types of messages placed on the digital boards, how long the messages will run and when messages will be posted on the system.
This below is a reference guide for organizations who will be creating their own artwork. However, the Office of Communications and Marketing reserves the right to determine what is posted on the display boards.

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Sign Dimensions

- **Park Avenue and Ballentine Boulevard Signs (Marquees)** ○ 2334 width in pixels by 667 height in pixels
- **Campus Quadrangle (Communications Tower)** ○ 1642 width in pixels by 826 height in pixels

Artwork

- **Camera Ready**
  - 300 dpi
  - Save as a jpg
- **For Best Visibility**
  - Images should be placed on the left side
  - Type should be large and bold (fine/thin fonts do not display well)
  - Message should be brief

Submittal

- Email 1 month in advance for review and the art will run after approval

Cost

- $250 weekly ($1000 monthly)

Examples

Park Ave. and Ballentine Blvd



Communications Tower (next page)

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For more information or questions, contact Stevalynn Adams, Office of Communications and Marketing, 757-823-2658 or sadams@nsu.edu.

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Sound System

- The audience chamber sound is comprised of a digitally delayed JBL proscenium clusters, above balcony speakers and an under-balcony speaker system.
- It also includes:
  - A thirty-six (36) channel Allen Heath Console
  - Numerous patch bays
  - Two (2) CD tape players
  - A six (6) unit cue/intercom headset/beltpack system
  - Various dynamic vocal microphones

- Wireless microphone system capable of handling twelve (12) microphones simultaneously.
  - Twelve (12) wireless lavalier microphones
  - Six (6) handheld wireless microphones
  - Two (2) multi-channel audio snakes
  - Various microphone cables with XLR connectors and
  - Multiple microphone stands
- The audio for the lobby and the three seminar rooms operate each independently from the auditorium and cannot be combined with it.

Dressing Rooms

- Two (2) chorus dressing rooms are located off the stage left hallway. Ten (10) people can be comfortably seated. Mirrors with lights, chairs, showers and toilets are provided.
- Two (2) Principle dressing rooms are located off the crossover corridor behind the upstage wall. Two (2) can be comfortably seated. Mirrors with lights, chairs, table and sofa, closet, showers, and toilet are provided.
- Irons and ironing boards are not available.
- Washers and dryers are not available.

Additional Equipment

- There is an Orchestra Shell in stock.

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- One (1) 9' Grand Piano (Baldwin)
- Seated Risers may be available on request.
- Choral Risers may be available on request • A choral shell may be available on request
- Music Stands are available on request.
- Lecterns are available upon request.
- A variety of chairs are available upon request.

Loading Dock

Loading dock is located Up Stage Left. The loading dock itself is 4'-0" deep and covered. There is no overhang above the truck. The truck will pull in and turn to the right before backing into the loading dock. When parked, the truck will be on a slightly uphill angle (cab high). A mechanical dock leveler is provided. Load in is through a 24'-0" wide receiving area, then down a 29' - 0" hallway (10'-0" wide) to a right turn onto stage. There are no level changes between the loading dock and the stage. A freight elevator is not required. For semi-trucks a separate load team will be required for load-ins and load-outs.

Height from street to stage level:	4'-0"
Width of outside door:	10'-0"
Height of outside door:	8'-0"
Height of door to corridor:	10'-0"
Width of door to corridor:	8'-0"
Height of door to stage:	10'-0"
Width of door to stage:	12'-0"

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Appendix B

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L. Douglas Wilder Performing Arts Center

Norfolk State University

700 Park Avenue, Norfolk, Virginia 23504
Phone (757) 823-2063 Facsimile (757) 823-2064

Fee Schedule – Appendix #B

The following fee schedule applies to all rental requests for the L. Douglas Wilder Performance Arts Center. Note: All internal use requests or First Priority Events are subject to any fees or costs that are incurred (exclusive of facility rental) such as labor, house staff, stage technicians, equipment costs, and overtime rates.

***Please note that prices, fees, and Center offerings are subject to change without notice.**

Fees

Facility	Description	Rental Fee	Non-Profit/Government Rental Fee
Concert Hall	Per performance (or 10% of ticket sales, whichever is greater) (Rental period 8 am-12 midnight)	$2,000.00	Non-Profit Organization $1,500.00 per performance Government Agencies $1,000.00 per performance
Seminar Room	Per room - 4-hour block	$200.00 per room	$100.00 per room
Lower Lobby and Two (2) Conference Rooms	Per 4-hour block	$1,000.00 per block	$400.00 per block
Upper/Lower Lobby Two (2) Conference Rooms	Per 4-hour block	$1,200.00 per block	$450.00 per block

Other Fees/Costs

Application Fee	Non-Refundable and must be submitted with the Facility Rental Application	$25.00
Administrative Fee	17.5% of personnel costs added to total bill	

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Overtime Rates	Time and a half applies to all labor provided over eight (8) hours in any one day and on legal holidays	Theatre & Lobbies: $250.00 per hour beyond contracted use period. Seminar Rooms: one half (1/2) the rental rate per hour with a one hour minimum.
Deposits	Facility Rental Deposit is due within ten (10) days of Rental Application approval	Facility Rental Fee $2,000.00 per occurrence/performance
Balance	Facility Rental Balance is due thirty (30) days prior to the approved event date, unless otherwise agreed upon	
Non-Production Related Activities		(1) Ten percent (10%) increase in rental fees when audio recording or broadcasting are required; and (2) Twenty-five percent (25%) increase in rental fees when visual recording or broadcasting are required.
Maintenance and Depreciation Surcharge		Ten percent (10%) of the total rent for rehearsals and performances; fifteen percent (15%) of the total rent when audio recording or broadcast are required, and twenty percent (20%) of the total rent when visual recording or broadcast are required
Outside Services Surcharge		Ten percent (10%) handling charge on goods and services (other than labor) procured on behalf of the Renter
Animal Fee		$200.00 fee for animals used as part of a performance
Programs, Souvenirs, Novelties: Sales		$200.00 minimum fee for all sales

HOUSE STAFF: ***All positions are billed at 4-hour blocks*** (minimum)

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HOUSE STAFF: ***All positions are billed at 4-hour blocks***

(minimum) House Manager	$55.00 per hour
Facility Manager	$45.00 per hour
Head Usher	$24.60 per hour - 4 hour minimum
Ushers	$18.53 per hour - 4 hour minimum
Ticket Takers	$18.53 per hour - 4 hour minimum
Ticket Sellers	$18.53 per hour - 4 hour minimum
Ticket Supervisor	$24.60 per hour - 4 hour minimum
Coat Check Attendant	$18.53 per hour - 4 hour minimum
NSU Police Officers	$75.00 per hour - 4 hour minimum

STAGE TECHNICIANS: ***All positions are billed at 4-hour blocks*** (minimum)

Position	Move-in Rate	Show Rate	Load-out rate
Steward/Technical Director	$55.00 per hour	$82.50 per hour	$82.50 per hour
Stage Manager	$45.00 per hour	$67.50 per hour	$67.50 per hour
Soundman	$27.51 per hour	$41.27 per hour	$41.27 per hour
University Electrician	$75.00 per hour	$112.50 per hour	$112.50 per hour
Head Flyman/ Rigger	$27.51 per hour	$41.27 per hour	$41.27 per hour
Riggers	$27.51 per hour	$41.27 per hour	$41.27 per hour
Flyman	$27.51 per hour	$41.27 per hour	$41.27 per hour
Loader	$27.51 per hour	$41.27 per hour	$41.27 per hour
Master Carpenter	$27.51 per hour	$41.27 per hour	$41.27 per hour
Carpenter	$27.51 per hour	$41.27 per hour	$41.27 per hour
Master Stage Electrician / Board Operator	$27.51 per hour	$41.27 per hour	$41.27 per hour
Electrician	$27.51 per hour	$41.27 per hour	$41.27 per hour
Follow-spot operator	$27.51 per hour	$41.27 per hour	$41.27 per hour
Audio Visual Op	$27.51 per hour	$41.27 per hour	$41.27 per hour
Prop Master	$27.51 per hour	$41.27 per hour	$41.27 per hour
Costume Mistress	$27.51 per hour	$41.27 per hour	$41.27 per hour

Fee Schedule: General Notes

1. If the Renter has more than one ticketed performance with a change of audience, in the same day, the rental fee for additional performance shall be at the standard rate.
2. The rate for moving-in, moving-out, set-up or rehearsals will be at fifty percent (50%) of the established rate provided such use: immediately proceeds or follows an event at the established rental rate, the public is not admitted, there is no profit motive, and the facility is available.
3. Personnel and equipment charges cannot be discounted.
4. All stage technicians are billed in four (4) hour blocks at minimum.
5. All rental rates are based on a "four wall" policy. The basic rental fee includes only normal janitorial services before the event and normal overhead illumination with heat and/or air-conditioning. N**ote: stage lighting is not normal overhead illumination.** Additional costs, including a labor charge for greater than normal clean-up and/or set-up, are borne by the Renter.
6. Time and a half shall apply to all time over eight (8) hours in one (1) day and on legal holidays. Performances, rehearsal rate and load out are a set rate, regardless of the running time for the show, not to exceed four (4) hours, which include the half hour (½) hour call preceding the show.
7. Any show time that runs over the four (4) hours shall be paid at the rate of time and a half per hour.
8. Any additional time for other services after the show (not including the move-out) shall be paid at the rate of time and a half per hour.
9. In the event there are more than two (2) performances on any one day not covered under the legal holiday rate, the third or more shows shall be paid at the time and a half rate.

Equipment Charges

60 + Lighting Instruments used	$600.00
Podium Lighting or Apron only	$300.00 + 5.00 per Instrument
Piano (Upright) rehearsals)	$200.00 per day (only suitable for
Piano (Concert)	$500.00 per day (1 tuning included)
Spotlights (not including operator)	$100.00 per performance
Stage Risers	$ .25 per sq. ft. per day

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Choral Risers (6 three step)	$25.00 each per day
Tables	$10.00 each
Chairs	$1.00 ea.
Orchestra Shell	$500.00 per day
Marley dance floor	$500.00 per day
Video Walls	$300.00 per day
All Video Walls	$500.00 per day

(operator not included)

Sound System:

Basic Sound System (2 Mics)	$100.00
Intermediate Sound Sys (4 Mics)	$150.00
Full Sound System (8 Mics)	$300.00
Basic Wireless MIC package (3 Mics)	$150.00
Additional Mics	$10.00 each
Additional Wireless Mics	$35.00 each
MIC Stands without Mics	$3.00 each
MIC Clips without Mics	$3.00 each
Monitors (4 available, no separate mixes)	$50.00 each per day

Note: Stage mixing monitor boards are not available; an outside audio company is recommended for any multiple mix / DJ concerts and events.

Other:

Janitorial Services	$1,000.00 or more (to be determined)

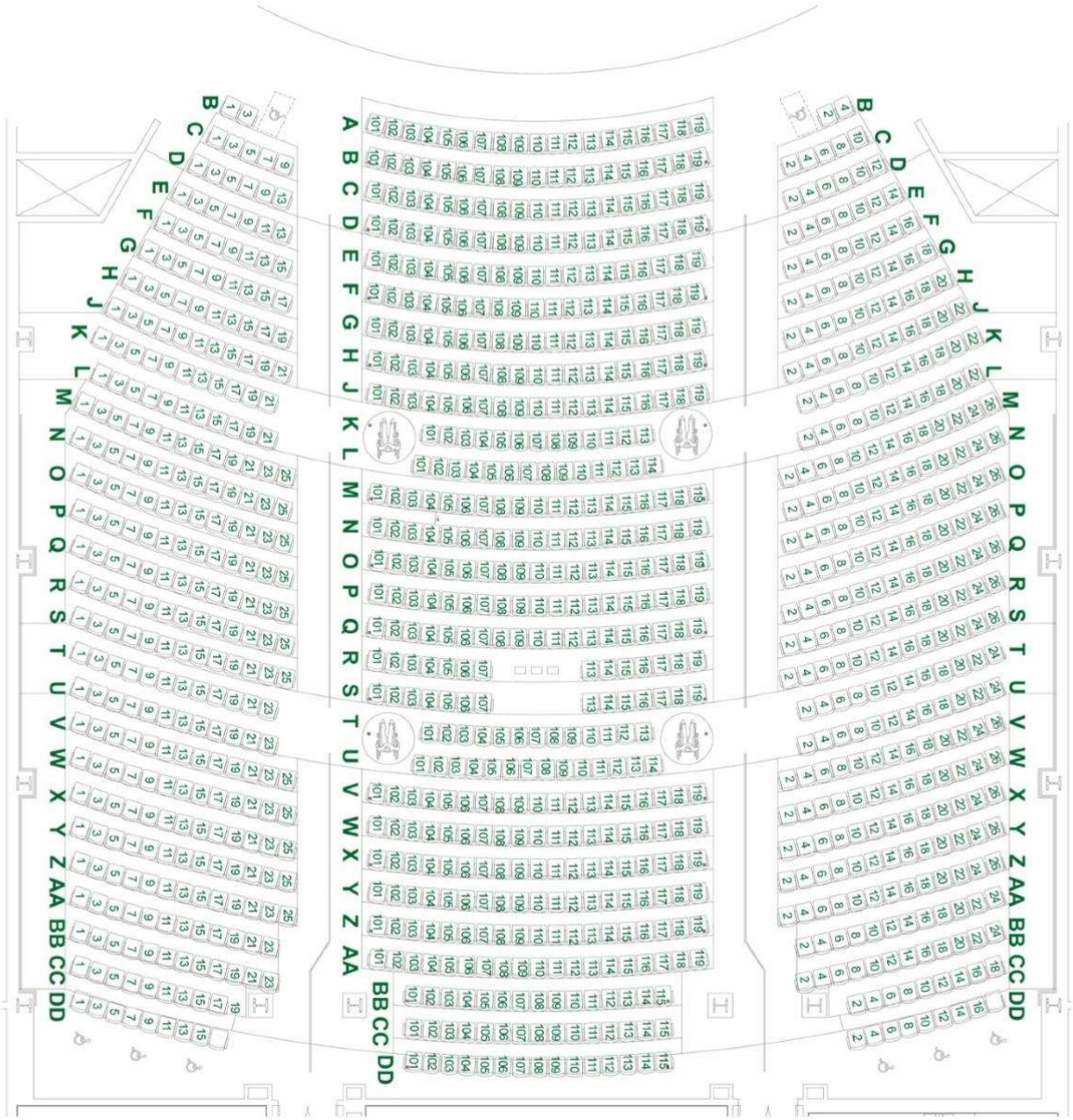
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Appendix C

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L. DOUGLAS WILDER PERFORMING ARTS CENTER

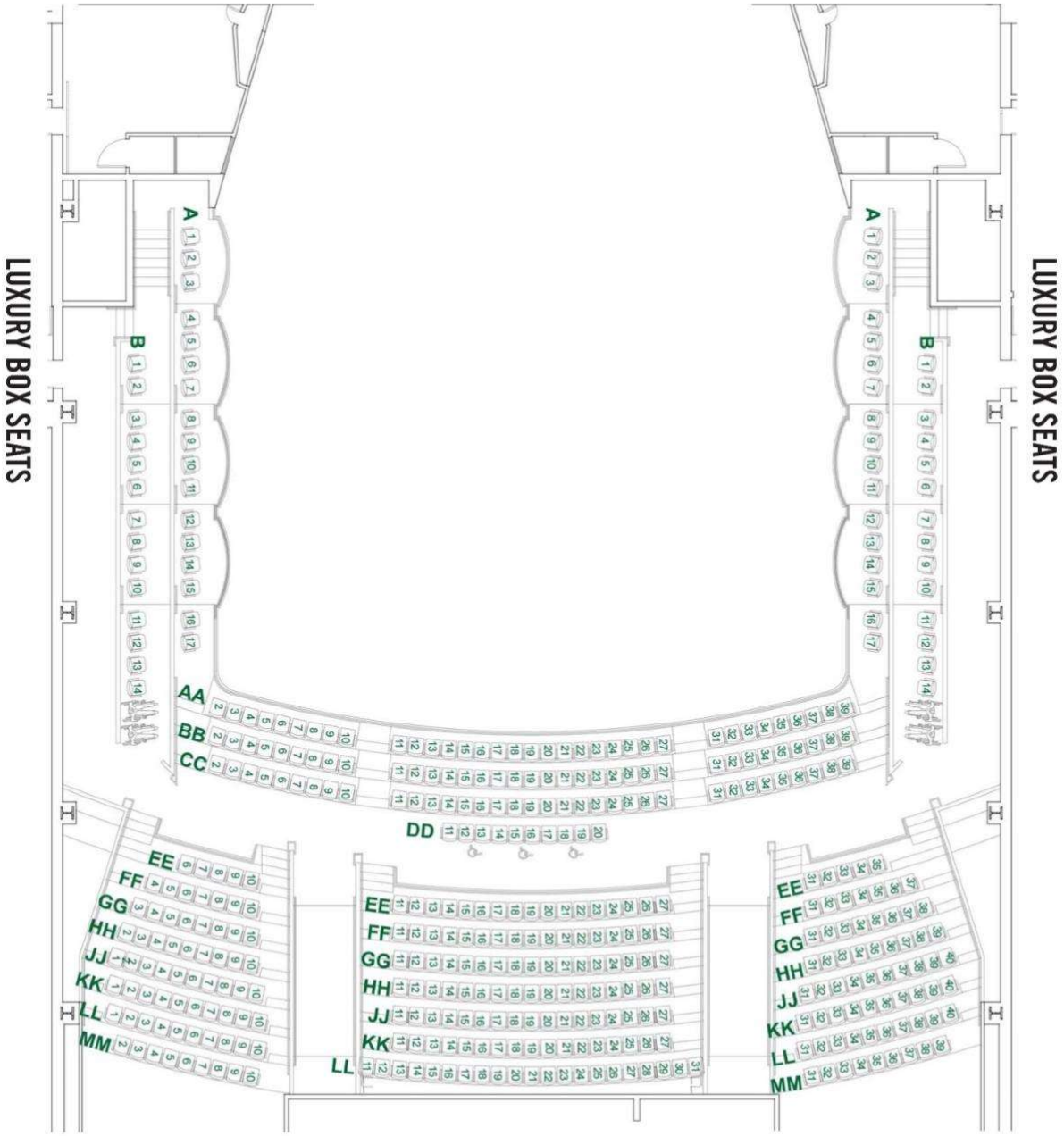
ORCHESTRA



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L. DOUGLAS WILDER PERFORMING ARTS CENTER

BALCONY



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Appendix D

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L. Douglas Wilder Performing Arts Center
Norfolk State University

700 Park Avenue, Norfolk, Virginia 23504
Phone (757) 823-2063 Facsimile (757) 823-2064

Agreement To Record, Broadcast, Film, And Videotape – Appendix D

The L. Douglas Wilder Performing Arts Center at Norfolk State University grants permission to

(Renter) _____to allow

(Company/Individual, if applicable)

_____ to (*select one*) Record ☐

Broadcast ☐ Film ☐ Photograph ☐ Videotape☐ the performance(s) listed on in this

Agreement of (Name of Performance/Event) _____

on (Date of Performance)_____.

In granting permission, the Renter acknowledges that they have obtained the necessary permission and/or release from all performers, personnel and copyright holders involved with this event or performance. The Center may require such proof at its discretion. Please provide the $200.00 usage fee as well as the City of Norfolk Special Event Business License thirty (30) days prior to the event.

In granting permission, the Renter agrees to indemnify, defend, and hold harmless the L. Douglas Wilder Performing Arts Center and Norfolk State University from any claims and costs, including legal fees, which may arise as the result of such recording, filming, or broadcast. The Renter agrees that credit shall be given the Center in the following format(s):

Radio or TV (live) or delayed broadcast:
-Opening Line "(Live) from the L. Douglas Wilder Performing Arts Center on the campus of Norfolk State University."
-Closing credits "This program (came to you from) (was recorded live at) the L. Douglas Wilder Performing Arts Center at Norfolk State University."

Film "...in cooperation with the staff and management, L. Douglas Wilder Performing Arts Center and Norfolk State University."

Television Commercial - The logo and words "L. Douglas Wilder Performing Arts Center" to appear visually for not less than two (2) seconds.

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Record Jacket – "Recorded in the L. Douglas Wilder Performing Arts Center at Norfolk State University."

Signature

_____ _____

Renter Date

_____ _____

Renter's Printed Name Company or Organization

Do not write in shaded area below.

Date received: _____ **By:** _____

LDW Approval Received: **VP Approval Received:** _____

Confirmation Sent: _____ **Deposit Received:** _____

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Appendix E

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L. Douglas Wilder Performing Arts Center
Norfolk State University

700 Park Avenue, Norfolk, Virginia 23504
Phone (757) 823-2063 Facsimile (757) 823-2064

Box Office/Show/Ticket Information Form – Appendix E

This form must be completed and submitted with the Facility Rental Application and on file before tickets can be placed on sale.

Event/performance: _____

Performance date(s) and time(s): _____

Date tickets to go on sale: _____

Duration of Event (approx.) _____ Intermission: Yes ☐ No ☐ End Time:_____

Producing Organization (if applicable):_____

Description of Show and/or Artist (use conversational language; as you would like to have the Box Office say it to the ticket buyer)

_____

_____

Event Appeal: General ☐ Adult ☐ Youth ☐ Ethnic ☐ Minority ☐ Other☐
Other: Novel ☐ Unusual ☐ Innovative ☐ Controversial ☐
Explain:

_____

_____

Special Achievements of Star(s) (i.e., film, TV, Broadway credits; hit songs, awards; major concert tours, etc.
First time ☐ Return Engagement ☐ Last Time Here ☐ Part of National Tour ☐ Other ☐
Special Considerations ☐
Explain

_____

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Box Office/Show/Ticket Information
(To be completed and submitted with application. Must be on file before tickets can be placed on sale)

Date filed with Box Office _____ , 20____. By

Tickets go on sale _____, 20_____.

Date/Source of 1st newspaper ad:

Discounts: Seniors _____ Students:_____ Children:_____ Groups: _____

Other:

No compounded discounts. Amount of discount is $

Other details? (Offer good until, etc.)

Type of Seating: Reserved/General Admission.

Promoters Comps

Act Comps

Center Comps/House Seats

Seats pulled for Technical requirements

Sight line restrictions

Special Handicapped/Wheelchair arrangements

Scale _____ Gross potential

Total Tickets

Box Office fees @ $1.00 per ticket pulled:

NSU Ticket Office Representative: **Ms. Marvette Mathis**

Address: **NSU Ticket Office**

Phone #: **(757) 823-9009/9225**

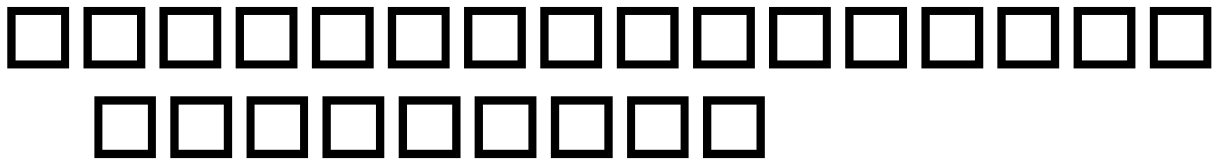
Signed _____/_____ Signed _____/_____

Client Date L. Douglas Wilder Performing Arts Center Date

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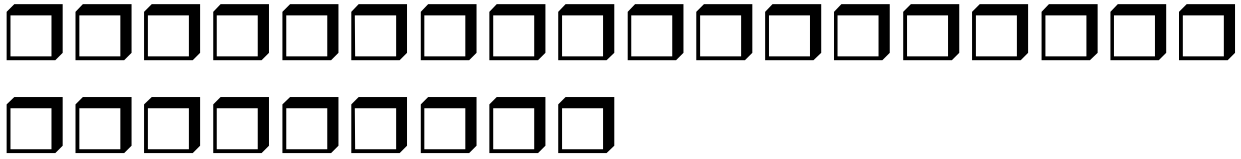
Ticket Copy: There are five (5) lines for copy on the tickets. Each line can accommodate twenty-five (30) characters. Punctuation marks and spaces count as characters.

Promotor/Sponsor



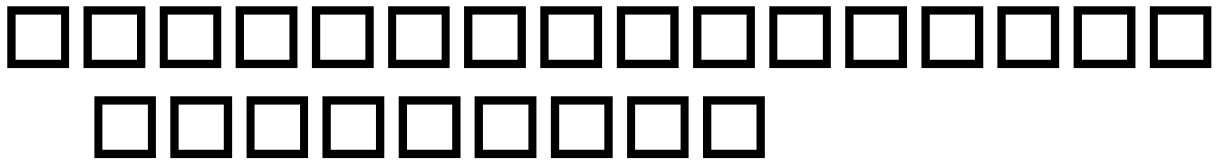
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22
23 24 25 26 27 28 29 30

Event Title



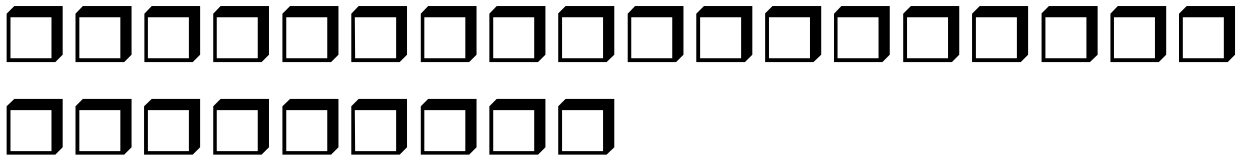
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22
23 24 25 26 27 28 29 30

Date and Time



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22
23 24 25 26 27 28 29 30

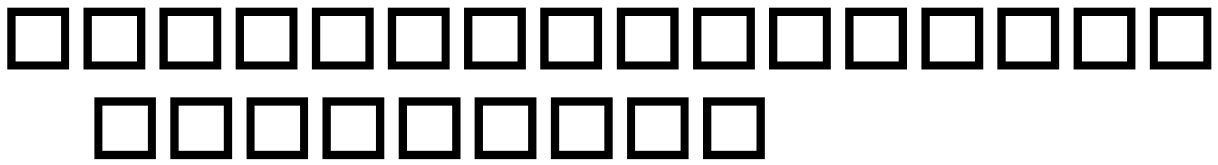
Customer Type (General Admission or Reserved)



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22
23 24 25 26 27 28 29 30

Ticket Price

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22
23 24 25 26 27 28 29 30

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Appendix F

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L. Douglas Wilder Performing Arts Center
Norfolk State University

700 Park Avenue, Norfolk, Virginia 23504
Phone (757) 823-2063 Facsimile (757) 823-2064

Facility Rental Application

For use of the theater and/or facility within the L. Douglas Wilder Performing Arts Center only.
See the Meeting Room Reservation Form to reserve a meeting/conference room.

Date Submitted: _____ *This form is due 90 days prior to the event date requested.*

The undersigned (the "Applicant") is applying for permission to use the Norfolk State University L. Douglas Wilder Performing Arts Center as noted below on the date(s) specified for the purpose or purposes indicated. A twenty-five dollar ($25.00) non-refundable application fee must be submitted with this application and mailed to the address above. No action can be taken until all information requested on the application is provided. Completion of this application is not a guarantee of facility use. A written space confirmation will be issued within two weeks of receipt of the completed Facility Rental Application. ***No Action will be taken until $25 application fee is received.**

Applicant/Organization:

Corporate Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Evening/Cell Number: _____

Email Address: _____

Organization Status (check all that apply):

Corporation ☐ Non-Profit ☐ Community Organization ☐ School ☐ Government Entity ☐

Other Organization: _____

Tax I.D. Number: _____ *Proof of Tax Exemption Required*

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Is the sponsoring organization directly affiliated with or part of Norfolk State University?

Yes ☐ No ☐

If yes, list the affiliation or office/department/organization:

_____

List two (2) principal officers or contacts for the Applicant/Organization:

Name: _____ Name: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

List the primary point of contact and/or representative authorized to sign a Facility Rental Agreement for the L. Douglas Wilder Performing Arts Center, telephone/cellular phone number, and email address:

Name: _____ Telephone: _____

Email: _____

Please list the date (mm/day/year) for your first choice and alternate choices for the use of the

Center: First Choice _____ Second Choice: _____

Third Choice: _____

Please provide a full description of the event or performance, and artists involved.

_____

_____

Do you have a signed contract(s) with the performer(s) you are engaging for an event at the Center?

Yes ☐ No ☐ If no, when do you expect to have an executed contract? _____

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Event Information:

Requested Set-up/move Date: _____ Set-up time: _____

Rehearsal Schedule (date(s) and times: _____

Number of performances: _____ Anticipated Attendance: _____

Time: Doors Open: _____ Event Start: _____ Event End: _____

Technical Requirements:

Please provide a description of the technical requirements (e.g., lighting, sound, and stage) for your event. Attach a technical rider. Use additional sheet if necessary.

_____

_____

_____

_____

_____

Have you produced a similar event before? _____Yes _____ No

If yes, please provide the name of the facility where that event was held and the name and telephone number of the contact person for that facility.

Name: _____Phone: _____

Provide the names and telephone numbers of two (2) business references:

1. Name_____ Phone: _____
2. Name_____ Phone: _____

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L. Douglas Wilder Performing Arts Center
Norfolk State University

700 Park Avenue, Norfolk, Virginia 23504
Phone (757) 823-2063 Facsimile (757) 823-2064

Meeting Room Reservation Form

For use of meeting/conference rooms within the L. Douglas Wilder Performing Arts Center only. See the Facility Rental Application to reserve the facility and/or the theater.

Date Submitted: _____ *This form is due 90 days prior to the event date requested.*

The Applicant is applying for permission to use the facilities of Norfolk State University L. Douglas Wilder Performing Arts Center as noted below on the date(s) specified for the purpose or purposes indicated. A **twenty-five dollar ($25.00)** non-refundable application fee must be submitted with this application and mailed to the address above. No action can be taken until all information requested on the application is provided. All requested information must be provided for consideration. Completion of this application is not a guarantee of facility use. Written confirmation of approval will be issued within two (2) weeks of receipt of the completed Meeting Room Reservation Form. ***No Action will be taken until $25 application fee is received.**

Applicant/Organization:

Corporate Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: Daytime _____Evening/Cellular _____

Organization Status (check all that apply):

_____Corporation. _____Non-Profit. _____Community Organization. _____School

_____ Government Entity

Other Organization: _____

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Tax I.D. Number: _____ *Proof of Tax Exemption Required*

Is the sponsoring organization directly affiliated with or part of Norfolk State University?

_____ Yes _____ No

If yes, list the affiliation or office/department/organization:

_____

List two (2) principal officers or contacts for the Applicant/Organization:

Name: _____ Name: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

List the primary point of contact and/or representative authorized to sign a Facility Rental Agreement for the L. Douglas Wilder Performing Arts Center, telephone/cellular phone number, and email address:

Name: _____ Phone/ Cell: _____

Email: _____

Please list the date (mm/day/year) for your first choice and alternative choice for the use of the Center: First Choice: _____ Second Choice: _____

Third Choice: _____

Event Information:

Requested Set-up/move in Date: _____ Set-up time:_____

Number of meetings: _____ Anticipated Attendance: _____

Time: Doors Open _____ Meeting Start: _____ Meeting End: _____

Meeting Support Required:

Room Arrangement:

_____ Auditorium style (chairs no tables) How many? _____

_____ Classroom (chairs and tables) How many? _____

_____ Speaker's Lectern How many? _____

_____ Speaker's Table and Chairs How many? _____

Equipment:

List and detail the equipment required for your meeting (provided by the Center)

_____

_____

_____

Other:

_____

*Note: Equipment operator(s) are not included in the charge but can be arranged for an additional fee.

Food Service:

All catering and concessions at the L. Douglas Wilder Performing Arts Center are under exclusive contract with the Norfolk State University Caterer. Arrangements for food and beverages must be coordinated through the Center staff. Ordering or delivery of "take out" food is not permitted.

What type of food and/or beverage service is requested? Provide the number of meals needed.

Continental Breakfast: # _____ Lunch: # _____ Dinner: # _____

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_____ Cold _____ Hot

Reception: # _____ Hors d'oeuvres _____Heavy _____Light

Beverage Service: # _____ Other:_____

The Applicant represents that he/she has made a full and complete disclosure of all information that might be pertinent to the Center's consideration of this application and that all of the above statements and information are true. The Applicant represents that he/she have read and agree with the Policies and Procedures of the L. Douglas Wilder Performing Arts Center.

_____ _____

Authorized Signature of Applicant Date

Do not write in shaded area below.

Date received: _____ By: _____
LDW Approval Received:_____VP Approval Received: _____
Confirmation Sent: _____ Deposit Received:_____

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Appendix G

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City of Norfolk

Application for Special Event Business License

☐ **New Applicant** ☐ **Renewal – Account #** _____

Applicant Name & Mailing Address

_____
_____
_____

Trade Name & Business Address

_____
_____
_____

Social Security # or Federal ID#:(required) _____

Phone Number: (____) _____ Email: _____

Description of business activity:

☐	Non-food Vendor	$50.00	999100-01
☐	Non-food Vendor - games, rides, etc. 10% admissions tax required	$50.00	999100-01
☐	Food Vendor – Prepackaged	$50.00	999101-01
☐	Food Vendor – Prepared foods 6.5% meals tax required	$50.00	999101-01
☐	Itinerant Merchant or Show Promoter	$500.00	999300-01
☐	*Scope Promoter **(please call for license fee)**		999300-02

Event name and date(s) in Norfolk:

1. _____
2. _____
3. _____
4. _____

This information is true and correct to the best of my knowledge.

Name (Print): _____Title: _____

Signature: _____Date: _____

Please notify this office if any of the above information changes

Phone 757-664-7886 - Fax 757-441-1346

ENCLOSE FEE - payable to Norfolk City Treasurer

****payments over the phone or online are not accepted for special events****

Return to: Special Events, Commissioner of the Revenue,
P O Box 2260, Norfolk, VA 23501-2260

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Commissioner of the Revenue

Norfolk, Virginia

C. Evans Poston, Jr.
Commissioner of the Revenue

Telephone (757) 664-7890
Fax (757) 441-1286

01/26/16

Festival Participants

Dear Sir or Madam:

The Commissioner of Revenue office would like to take this opportunity to welcome you as a vendor. We look forward to assisting you in processing your application for a Norfolk Special Event Business License in order to make your visit to Norfolk as pleasant as possible.

Please read carefully the following information so that obtaining your license can be handled as quickly and efficiently as possible. ***All participants are required to provide proof of a current City of Norfolk Special Event business license.*** The license fee to participate in this year's events will be $50.00.

If your business charges a fee for entertainment and/or amusements, you are required to collect and remit a 10% admissions tax due to the City of Norfolk. This tax is 10% of the price of admission and is a tax on your customer, not your business. A reporting form will be forwarded to you after the event for reporting revenue and remittance of taxes.

If your business sells prepared food, you will be responsible for collecting the City of Norfolk meal tax, which is 6.5%. This tax is on your customers, not your business, but is payable to the city. A reporting form will be forwarded to you after the event for you to report and remit revenue.

All admission and meal taxes are due the 20th of the month after the event.

Your Business License application must be returned to the Commissioner of the Revenue along with the $50 fee. Please submit **no later than 10 days prior** to the event to ensure the timely processing of your application. All checks should be made payable to the Norfolk City Treasurer.

If you have already purchased a Special Event Business License for the current business year, please complete only the top portion of the application form and return it with your account number included.

Failure to respond could automatically deny you from participation in any further festival activities in Norfolk. If you have any questions, please call this office at (757) 664-7886.

Thank you for your prompt attention in this matter.

Very truly yours,

C. Evans Poston Jr.

Norfolk Commissioner of Revenue

Post Office Box 2260 Norfolk, Virginia 23501-2260 www.norfolk.gov/revenue

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