

USAGE POLICY
(as of November 2013)

This Usage Policy is an integral part of the Usage Agreement between the Center for the Arts (hereafter noted as CFTA), and its Renters and Licensees, and the rules herein must be strictly observed. As used herein, the titles ("Company," "CFTA," "Event," etc.) shall serve to designate the same entities or descriptions as specified in the Usage Agreement.

It shall be CFTA's and the Company's responsibility to completely inform its agents, employees, or assigns concerning the rules and regulations contained in this Usage Policy. For clarification of individual rules, contact CFTA's Rental Manager.

Should Company be found in violation of any of the provisions of the Usage Policy, CFTA may immediately consider the Usage Agreement null and void, and Company will forfeit all advance payments made to CFTA and may be liable for other expenses incurred, whether or not the function actually occurs, as provided in the Usage Agreement.

DEFINITIONS:

- Company: Any person or entity renting the CFTA and/or its equipment
- Day: 9:00 a.m. to midnight, or any part thereof
- Event: A scheduled publicly-attended performance lasting up to three hours
- Rehearsal Day: Any day when the Company occupies the CFTA and a publicly attended performance is not scheduled

1) ENTIRE AGREEMENT

The aforementioned Usage Agreement and this Usage Policy constitute the entire Agreement between the parties relative to CFTA, and no oral statements or prior written matter shall have any force or effect. All amendments must be in writing and signed by both parties.

2) RIGHT OF APPROVAL

CFTA reserves the right to approve all specifications in the planning of an Event and make final decisions regarding, where necessary, the welfare, security, etc., of those in attendance, as well as all matters regarding treatment of CFTA patrons throughout the rental term, and ultimately all matters regarding the reputation and integrity of CFTA.

3) REPRESENTATION AS TO CONDITION

The Company accepts CFTA as is, and agrees that neither CFTA, its officers, employees, or assigns have made any representations nor promises with respect to CFTA except as expressly stated in the Usage Agreement and Usage Policy. Use of CFTA under the license granted under the Usage Agreement shall be conclusive evidence that Company accepts same "as is" and that CFTA was in good and satisfactory condition at the time use of CFTA was made under the license.

4) CENTER FOR THE ARTS RESPONSIBILITY

As part of the Usage Agreement, CFTA will provide heat, exhaust fans, and audience lighting ("house lights"). The theatre sound and lighting systems, as listed in "Exhibit A," **are included in the rental fee; however, all sound and lighting equipment must be operated by trained and certified technical personnel provided and/or approved by the CFTA.**

5) ASSIGNMENT

Neither this Usage Agreement nor any right or interest therein may be assigned, transferred or otherwise disposed of without prior written consent of the Executive Director or Rental Manager of CFTA.

6) UNACCEPTABLE ACTIVITIES

No activities in violation of Federal, state or municipal laws, ordinances, codes, orders and requirements shall be

permitted in or about CFTA, and Company shall have the responsibility to enforce the provisions of this paragraph.

7) PERFORMANCE RIGHTS AND LICENSES

The Company shall have or obtain, prior to any Event, all necessary performing rights licenses, and Company shall make all performance payments required to be made by such licenses directly to the licensing organization(s). The Center for the Arts and any of their officers, employees or assigns shall not have any responsibilities to any performing rights licensing organizations for the Company's performances during any such Event. The Company will secure at least thirty (30) days prior to each Event any and all consents, licenses, certificates and/or permits as may be required for any performances under this Usage Agreement and for the use of any motion picture, television, radio, broadcasting, or recording or other machines or equipment in connection therewith, including but not limited to such consents, licenses, certificates and/or permits as may be required for compliance with all laws relating to the employment of minors, in the event any minor is scheduled to appear at any performance, and Company will do all other acts necessary on the part of Company to comply with all laws, ordinances, orders and requirements of all Federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof applicable to the Center for the Arts, each Event, rehearsal, and performance.

8) ASSIGNMENT OF DATES AND DEPOSITS

Information regarding availability of a date or dates can be obtained by contacting the Rental Manager at 970-379-7487, ext. 1. Upon request, availability will be ascertained and CFTA may tentatively reserve the date(s) for **ten business days**, but the reserved date(s) may be terminated by CFTA if the Company has not elected to request a Usage Agreement at the end of the ten business days. A Usage Agreement will be forwarded to the Company immediately upon agreement on the rental date and reasonable assurance that the performer(s) have been secured, to be returned with a deposit in the form of a business check made payable to the Center for the Arts no later than the date established by the CFTA and noted on the Usage Agreement (usually 30 days from date of Usage Agreement). If this deposit is not received by the prescribed date, the Rental Manager may release the date(s) without notice.

The remaining portion or portions of the rental payment may be due in advance of the performance date, as detailed in the Usage Agreement. Full rental fees are required as deposit on all functions needing space where the rental fees are under \$250, unless otherwise arranged in writing with the Rentals Manager. CFTA reserves the right to alter the vehicle of payment from standard business check to a certified check or money order at any time for all financial transactions dealing with this Usage Agreement.

All charges due are payable the night of the show, unless other arrangements have been made as part of the contract. Any balances not paid after the show will be charged a \$50 collection fee plus an annualized rate of 20% on the amount owed until paid. A Company that is delinquent on amounts due from prior Usage Agreements shall not be allowed to secure rental dates or Usage Agreements until such time as such amount, plus penalties, are paid in full.

9) DATE/EVENT PROTECTION POLICY

Should two or more Companies request the same date at CFTA within twenty-four hours of each other, the Executive Director shall determine which Event will be accepted, based on experience with the requesting Companies, type of Event, and blend of Event with other Events scheduled four weeks before and four weeks after the requested Event.

CFTA may not allow similar-audience events to be booked with less than ten (10) calendar days between dates, no matter whether the Event is CFTA- or Renter-presented, and the interpretation of what constitutes a similar-audience event shall rest exclusively with the Executive Director of CFTA.

10) USE OF OUTDOOR STAGE

Events requiring the use of the outdoor stage must be approved by the Town of Crested Butte Director of Parks and Recreation and Crested Butte Town Council by applying for a Special Events Permit through the Town of Crested Butte. Information can be obtained by contacting Eileen Hughes at the Crested Butte Town Hall 970-349-5338.

11) TAX EXEMPTION

Tax exempt organizations shall submit to the Rental Manager such evidence of tax exemption as shall pertain. Such evidence will be required thirty (30) days prior to initial usage. Such evidence, or a copy thereof, shall be kept on file by CFTA, although updated evidence may be required upon reasonable request from CFTA.

12) SIGNED CONTRACT FOR A PERFORMANCE

If requested, Company agrees to furnish CFTA at the time that the Usage Agreement is returned fully signed, a copy of the contract signed by the Company and all parties relative to the talent for the Event. Should such contract not be realized at that time, a copy of a Letter of Agreement or Firm Offer Memo may be substituted, if approved by the Executive Director of CFTA.

13) NON-RESIDENT ALIENS

Should the Artist(s) to be presented by the Company be a non-resident alien individual, partnership, or corporation, the Company expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of Sections 1441 and 1442 of the Internal Revenue Code and the Federal regulations promulgated hereunder. The Company is also responsible for the securing of all visas, work permits, and customs clearances.

14) CANCELLATION OF EVENT

The Company understands that the cancellation of a performance date at CFTA is an extremely undesirable situation for both parties. CFTA's position is once a contract is signed, the rental deposit is nonrefundable. The Company acknowledges that the contracting of a date at CFTA represents more than a date assignment; CFTA, by accepting the Company's date into its performance schedule, is foregoing other rental or presenting opportunities for that assigned date and dates surrounding that date and thus is relying upon the Company to take full advantage of this rental engagement.

If an event is cancelled, the Company agrees that it shall arrange and pay for public announcements concerning the cancellation. Such announcements shall be of a character (e.g., newspaper advertisements, electronic media notices, and direct mailings) calculated to inform all interested persons of the cancellation in a timely manner.

If an event is cancelled, the Company shall promptly remove, at the Company's sole expense, all of its property from the Building within twenty-four (24) hours, or as quickly as weather conditions allow. Should the Company fail to remove its property, CFTA shall have the right to confiscate and store the Company's property, and the Company shall pay CFTA a storage fee of \$250 per day.

15) ADVERTISING AND PROMOTION

Unless otherwise negotiated as part of the Usage Agreement terms, the Company will be responsible for the preparation, placement, and cost of all publicity involving the Event, and will refer to the Event as being at the Center for the Arts. The CFTA logo will not be used. CFTA shall have the right to refer to the Event in future attractions, announcements, and literature. The Company agrees that all advertising appearing in or presented by way of newspapers, radio, telephone, posters, heralds, flyers, brochures, etc., will contain a correct telephone number and other contact information whereby the public can receive accurate information.

The Company has the option to have their event posted on the Center for the Arts website calendar. Information, photos and/or logo need to be emailed to laura@crestedbuttearts.org if the Company would like their event listed. Placement on the website is contingent on timely receipt of information. The CFTA's street side marquee is not guaranteed to the Company. If available, the marquee can be rented for an additional charge with advance notice.

16) TICKETS & DOOR LIST

The Company and any of its approved assigns will arrange ticket sales, consignments, distribution, and accounting. The cost of tickets will be borne by the Company. All public shows charging admission in any way, shape or form will be required to issue tickets numbered 1 – 215; actual seating is 215. No more than 215 tickets should be printed. Seating is general admission. All "comps" must be issued a printed ticket. **CFTA logo should NOT appear on tickets; use Center for the Arts for event location.** A "door list" (form provided by CFTA) will be completed by the Company and be on hand at the door, listing all staff, technical workers, volunteers and anyone not issued a "comp" ticket. Total auditorium capacity including staff, technical workers, volunteers and others is 239. Standing room only seats are not allowed to be sold, unless the process in section #40 has been initiated and completed.

CFTA may agree to serve as Point-of-Sale for Company's tickets for an additional cost. Only cash or checks will be accepted; CFTA will not provide on-line ticket sales for Company or provide reconciliation of ticket sales.

17) DISABLED PERSONS

CFTA's front row can accommodate approximately four (4) handicapped/wheelchair locations. Should the Company have advance knowledge of patrons requiring such special services, or services in excess of the amount of seats available, the Company must make arrangements with CFTA at least forty-eight hours in advance of the Event. The Company will make best efforts to ascertain and report any unusual or special needs seating to CFTA.

18) POSTERS/PHOTOGRAPHS/SIGNAGE

The Company may be allowed to mount posters or other advertising signage on CFTA premises with approval of the Rental Manager and with the understanding that areas for such signage will be extremely limited. Display time and method of fastening, attaching, or adhering will be at the discretion of the Rentals Manager and length of display may not extend for the entire period affected by this Agreement.

19) OBJECTIONABLE MATERIAL

Should the Event contain any materials that may be viewed by any segment of the community as being morally objectionable, CFTA reserves the right to require of the Company the inclusion in all advertising of a phrase, acceptable to CFTA, that alerts the potential ticket buyer to the nature of the theme or actions. Also, CFTA reserves the right to refuse rental of its facilities to any Company which intends to bring artists or material known to be of an objectionable nature, as described above, or in any way deemed inappropriate by CFTA management or its Board of Directors.

20) COMPANY REPRESENTATION

Company will furnish CFTA with the name, address, and telephone number(s) of the Company's representative, or their assigns, as listed on the "Company Representative" form. This representative will be the sole person authorized to make decisions or to negotiate with CFTA, or to make on-site decisions, including problems with the Artist(s), conflicts, or necessary alterations, during installation or rehearsal of the performance. This person must therefore be present throughout the course of the day for the Event, the hours for which are detailed in the Usage Agreement. Failure to provide such representative may result in decisions being made on behalf of the Company by CFTA that may negatively impact the Company's intentions and final rental services billing.

21) COMPANY PERSONNEL AND EQUIPMENT REQUIREMENTS ASSIGNMENT

The Company understands that it is responsible for determining, and thus assigning CFTA management to hire, the correct number of technical persons required for preparation and show call for the Company's Event. CFTA management shall be available for consultation, as part of the rental fee. Where the Event has specific calls in writing, either as part of the technical rider or in any other written form, the Company will follow these specifications. The Company must furnish CFTA management with a full copy of the Event's technical rider, with correct contact names and any other pertinent data, immediately as such data is made available to it.

BACKSTAGE MANAGER: Company agrees to furnish a qualified person to manage the event backstage. This person may be either a qualified independently hired person or a bona fide member of the Event's production staff. In the absence thereof, the Company agrees to accept the employment and subsequent cost of such an event manager provided by CFTA, if CFTA deems it necessary.

TECHNICAL PERSONNEL/EQUIPMENT OPERATION: Only personnel authorized by CFTA will be allowed to operate CFTA-owned technical equipment, or be allowed to work in any technical capacity associated with the Event's production. The Company shall have no license to authorize local personnel, including volunteer personnel, in any technical capacity without the prior approval of the Rental Manager. A pre-production meeting involving CFTA staff and Company staff will be held at least two (2) weeks prior to the Company load-in in order to finalize technical schedules and equipment. **There is a three (3) hour minimum callout pay for technical personnel for show staffing and one (1) hour for rehearsals and meetings for lighting and sound personnel.**

SECURITY: All security must be coordinated with CFTA's Rental Manager. CFTA shall retain security personnel, if deemed necessary, to protect public order and safety and to protect the interests of CFTA. The Rental

Manager, in his/her reasonable judgment, shall have the final authority in the determination of security staffing requirements. The cost of security personnel or security services shall be borne solely by the Company.

PUBLICITY: The Company shall provide CFTA with the name of the person or entity responsible for publicizing the Event, and telephone numbers at which that person or entity can be reached during regular office hours and at other times.

22) INSURANCE

Under the terms of CFTA's insurance, the Company is liable for damages that require property repair or replacement. CFTA is not responsible for loss or damage to equipment or property owned by the Company, its agents, employees, assigns, or guests.

The Company shall furnish a certificate of insurance for general liability naming the Center for the Arts, their officers, employees and assigns, as additional insured parties for limits of liability no less than:

Combined Bodily Injury/Property Damage Liability Policy in the amount of no less than \$1,000,000 each occurrence

The required proof of insurance is due not less than two weeks prior to Company load-in date.

23) WORKERS' COMPENSATION

The Usage Agreement shall be void and of no force and effect unless the Company provides coverage for the benefit of, and keeps covered during the life of this Usage Agreement, such employees as are required to be covered by the provision of the Workers' Compensation Law. The Company shall also provide, if requested, an Employer's Identification number and evidence of coverage for Workers' Compensation insurance for its employees. The Company agrees that failure to provide such documentation shall not exempt the Company from any and all responsibility to its employees and assigns regarding workers' compensation claims, and Company agrees to indemnify and hold harmless the Center for the Arts, its personnel and assigns for any injury or claim to workers' compensation benefits by any of its employees or assigns.

24) INDEMNITY

The Company shall indemnify and hold harmless the parties stated in #21 above against any and all claims, demands, causes of action liability, penalties, damages, expenses, and judgments arising out of or by reason of any injury or claim of injury to person or property, of any nature whatsoever, arising out of the specific use, occupation and control of CFTA or the entrance ways, corridors and areas immediately adjacent thereto, by the Company, at any time during the term of the Usage Agreement.

The Company is hereby subrogated to any rights of CFTA against any other parties whomsoever in connection therewith. CFTA shall promptly notify the Company of any claim asserted against CFTA on account of such injury or claim of injury to persons or property and shall promptly deliver to the Company the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce such claim. The Company shall have the right to defend any suit with the attorney(s) of its own selection. CFTA shall have a right, if it sees fit, to participate in such defense at its own expense without limiting CFTA's rights to be held harmless by the Company.

The Company further agrees to indemnify and hold harmless the parties stated in #21 above from and against any and all claims, demands, damages, judgments or liabilities (including liabilities for penalties and reasonable attorney's fees) of any nature whatsoever resulting from or arising out of any Event or rehearsal, including but not limited to those resulting from or arising out of a) the unauthorized or unlicensed use of artistic material or intellectual property works of the performing arts in connection with any performances given hereunder, b) any act done or words spoken by Company, its performers, agents, employees or assigns during any such performance, c) any damage done to CFTA caused by the act or omission either of Company or any performer, agent, employee or assign of the Company, or d) the breach by the Company of any terms of the Usage Agreement. The provisions of this paragraph shall survive the executive, delivery and performance of the Usage Agreement.

25) DAMAGE/CLEAN-UP RESPONSIBILITY

The Company shall be responsible for any and all damages to CFTA facility and/or equipment contents created by its agents, employees, contracted artists/companies, assigns, and guests, whether accidental or otherwise,

and agrees to leave CFTA in the same condition as when received, ordinary wear and use excepted. The Company will take care to remove any food trash after each rehearsal or use of the Center. The cost of any excessive cleaning shall be borne solely by the Company.

26) TOBACCO/CONTROLLED SUBSTANCES

The Company acknowledges that CFTA is a smoke-free building, and pledges to ensure that its artists, employees, assigns and guests adhere to this policy at all times that such persons are on CFTA premises. Furthermore, the Company agrees to ensure to the best of its ability that its artists, employees, assigns and guests will neither bring nor use on CFTA premises any controlled or illegal substance.

27) TIME/INTERMISSION

In connection with use of the Center, the Company shall have the right to use the facility the day of the event for setup and rehearsal, and at such other time as may be approved in writing. There will be a charge for rehearsals on days other than events. The auditorium will be opened to the audience not less than one-half (½) hour prior to scheduled performance time. The program will begin at the time printed on the tickets. If the program is one hundred (100) minutes or longer (total time), there shall be an intermission of between fifteen (15) and twenty (20) minutes in length. The Rental Manager must approve exceptions to these time rules in writing.

28) ARTISTS CONCESSIONS

The Company has the right to related promotional sales for the Event, including performance programs, recordings, books, and other souvenir merchandise commonly sold or dispensed in conjunction with auditorium performances; however, in consideration of granting the Company this right the Company agrees to pay CFTA twenty percent (20%) of gross sales receipts on any and all such sales, unless otherwise arranged with the Rental Manager. The Company agrees to grant CFTA the right to prohibit the sale of any and all concessions deemed in the sole opinion of CFTA to be inappropriate or offensive. The Company is responsible for payment of all Sales Tax to the City of Crested Butte and the State of Colorado if the Company has a sales tax license; if not, the Company will collect the Sales Tax and turn the monies collected over to the Center for the Arts for payment.

29) CONCURRENT USE/SAME-DAY USE/OFF-LIMITS AREAS

CFTA reserves the right to rent simultaneously other facilities or portions of CFTA to other licensees, provided that the concurrent use of lobby vestibules, hallways, box office, and other public rooms and facilities by such other Companies shall not unreasonably interfere with the Company use of CFTA. Also, CFTA reserves the right to schedule additional activities in spaces affected by the Agreement with the Company, provided that such usage does not in any way affect the Company's load-in, performance, or load-out schedule, or in any way compromise its stage setup, set pieces, properties, etc.

30) STAFF RIGHT TO ENTRY

Where performing an official function of CFTA, CFTA staff and assigns shall have the right to enter any part of CFTA premises at any time.

31) FUTURE ATTRACTIONS

CFTA reserves the right to distribute to the audience announcements and literature concerning future attractions to be held at CFTA, whether or not the attractions are under the auspices of the Company.

32) OPEN REHEARSALS

Any rehearsal at which more than twenty-five (25) non-production personnel are in attendance may be considered an Open Rehearsal Performance, and may be subject to an additional rental fee, to be levied by the Rental Manager.

33) BAR CONCESSIONS

CFTA solely reserves the decision and right to operate and license the sale of beverages during the term of the Agreement, any and all food and bar concessions at or in CFTA not specifically granted to the Company. CFTA reserves the right to use such areas as are, in its opinion, necessary for such concessions and will determine which concession will be in operation during the period of this Agreement. Where written permission is granted to Company to operate a food or beverage concession of any kind, CFTA reserves the right to receive 20% of the gross sales. No samples of food, beverage, or any other product may be given away or otherwise distributed without the prior written approval of the Rental Manager. Colorado State Liquor Laws prohibits individuals from bringing alcoholic beverages into the building and the renter agrees to abide by all of the stage and city laws.

CFTA will retain all proceeds from bar concessions and will pay bartenders. CFTA will determine how many bartenders are necessary based on expected number of attendees and choice of bar. A choice of the following bar concessions is available:

- a. Full bar: CFTA's stocked bar, including soft drinks, beer, wine and cocktails, charged per drink
- b. Limited bar: Soft drinks, beer and wine, charged per drink
- c. Hosted bar: Company purchases choice of beverages through the CFTA; no charge for patrons

All alcoholic beverages distributed at CFTA must be purchased by and distributed through CFTA only, by virtue of CFTA's license with the Colorado Liquor Control Board. Adherence to the CFTA Liquor Policy is required (see "Exhibit B").

34) LOAD IN AND LOAD OUT

The Company shall arrange in advance with the CFTA the dates and times for the moving in of its equipment, scenery, property, stock, and other materials. The Company further agrees that at the conclusion of the contracted date, the Company shall remove all of its equipment, scenery, property, stock and other materials from the premises. If the Company fails, rejects or refuses to vacate the CFTA premises within the time specified hereinabove, the CFTA shall have the right to remove or store, or cause to be stored, at expense of the Company, such materials and objects without incurring any liability for any damages or losses to the materials or objects which may be sustained either by reason of such removal or the place to which it may be removed, and CFTA is hereby expressly released from any and all claims for damages of whatever kind or nature. CFTA shall be entitled to additional charges in the amount of \$250 per day or any portion thereof (\$250 minimum). When deemed necessary by the Rental Manager, keys will be checked out to one Company representative. It is the Company's responsibility to pick up any keys during CFTA business hours and return borrowed keys within one business day of load out. Any lost CFTA keys will result in an additional charge.

35) NON-DISCRIMINATION POLICY PROVISIONS

During the performance of this Agreement, the Company agrees to all of the following additional provisions:

- a) The Company will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, gender identify, marital status or sexual preference.
- b) The Company agrees to exonerate and hold harmless the Center for the Arts, its Board of Directors, and the employees and assigns of these parties, should it be found out of compliance with state and federal non-discriminatory policies and statutes.

36) PUBLIC AND FIRE SAFETY CODES

The Company shall not encumber or obstruct any traffic access area, including sidewalks in front of or on any side of CFTA, its stairs, lobbies, and audience chambers, nor shall Company permit the same to be obstructed or encumbered in any manner. Company further agrees not to bring onto the premises any materials, 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 property thereon without the prior written approval of the Rental Manager. CFTA shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the premises and shall have the further right to require the removal thereof from the premises.

All sets, costumes, props, pyrotechnic equipment, laser lighting equipment and any other materials used by the Company must conform to all existing fire and safety codes. Any provisions of the fire prevention code that prohibits smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases and compounds must be observed. Pyrotechnic and laser operators must be certified and hold license and certification in the State of Colorado. Packing materials may not be stored in the rented rooms, and CFTA management retains the right to insist on specific fire prevention measures, including a limit in on-hand supplies and the presence of fire extinguishers if such are deemed necessary.

Permits for the use of pyrotechnics must be obtained by the Company from the local fire department, and the Company understands that this responsibility rests with it and proof of permission must be delivered to CFTA's Rental Manager not less than one month prior to the performance.

37) INTERRUPTION/TERMINATION/EVACUATION

The CFTA House Manager retain(s) the right to cause the interruption of any Event in the interest of public safety, and to likewise cause the termination of such Event when in the best judgment of the CFTA House Manager such action shall be necessary in the interest of public safety.

Should it become necessary to evacuate CFTA because of reasons of public safety, due to fire, unusually inclement weather, public tumult, or Acts of God, the Company may extend its rental time at CFTA for such time as is necessary to complete presentation of the Event without any additional rental charge, provided such time does not interfere with use of CFTA by another Company. In the event that the CFTA House Manager determines that it may not be possible to complete presentation of the Event, the rental fee may be retained in full, prorated or adjusted, based upon the circumstances surrounding the causes of the interruption, and the Company hereby waives any claim or demand arising out of or by reason of the determination made by the CFTA House Manager.

38) LODGING FORBIDDEN

Neither the Company, nor any other person or persons claiming to be acting for or associated with the Company shall use CFTA as sleeping or lodging accommodation, nor may the Company or anyone associated with it to use CFTA's parking areas for overnight parking or lodging, unless expressly agreed to in the Usage Agreement.

39) OCCUPANCY TIME

Time shall be of the essence of the Agreement and the prearranged timeframes as stated in the Agreement shall not be extended for the occupancy or use of CFTA for the installation or removal of equipment without the permission of the Executive Director. All such additional time may be subject to additional rental fees, as determined by the schedule of fees fixed by CFTA or its Executive Director, should such permission be granted.

40) STANDING ROOM ONLY SEATING

If the Company determines their occupancy needs will exceed the standard 215 seats, the Company will need to follow an approval process determined by the Crested Butte Fire Department. This process is as follows:

- a.) One month in advance of the show date, Center Staff will notify the Fire Department of the Company's need for more than 215 seats. Only Center Staff can notify the Fire Department regarding the Company's Event; at the request of the Fire Department the Company is not to communicate with them.
- b.) The certification is on a case by case basis, and the Fire Department is under no obligation to proceed with the process.
- c.) The Company understands that they will be required to provide additional staffing if this process is approved; normally one security person at each exit door is required, in addition to a certified Crowd Control Manager.
- d.) Company staff will be required to undergo fire drill training prior to the day of the event.
- e.) The Fire Department will determine the additional standing room only occupancy; normally, the percentage is 10%. A certificate must be presented to CFTA in order for standing room only to be approved.
- f.) Included in the occupancy count must be all volunteers, staff, front-of-house crew and security.
- g.) The contract with the Center for the Arts must be signed before the process is initiated, and an insurance certificate must be presented.