



Missouri StateTM
U N I V E R S I T Y

JQH
A R E N A

2011

OPERATIONS POLICY MANUAL

JQH ARENA MISSOURI STATE UNIVERSITY 2011 OPERATIONS POLICY MANUAL

INTRODUCTION

JQH Arena (hereinafter referred to as JQH ARENA) is owned and operated by the Board of Governors of Missouri State University (hereinafter referred to as MSU) for the primary purpose of providing a public assembly venue for MSU Intercollegiate Athletics and other University functions and for other special events.

The facilities of JQH ARENA are available for use to individuals, organizations, and corporations on a non-discriminatory basis based on availability under the terms and conditions set forth in this **Operations Policy Manual** and pursuant to a fully executed **Contract** (hereinafter referred to as "Contract"). All Permittee(s) and patrons, however, will be responsible for compliance with all local, state, and federal laws in addition to the ordinances, policies, and regulations of the city of Springfield and the Board of Governors of Missouri State University.

The material contained in this **Operations Policy Manual** is deemed to be an adjunct and integral part of all Contracts and is made so by reference in Paragraph 3 of each contract. This manual is also intended to be used as a guide for potential Permittee(s).

The Management of JQH ARENA may, by specific exception or amendment to the main body of a Contract, alter sections of this **Operations Policy Manual** to better suit the needs of specific events. However, in the absence of written changes, all policies set forth in this manual shall be in full force and effect as stated herein.

Modifications to this **Operations Policy Manual** may be made in the main body of a Contract.

JQH ARENA OPERATIONS POLICY MANUAL

ARTICLE I. BUILDING HOURS AND SCHEDULING

Article I. Section 1. Master Calendar - Space Reservations

CALENDAR:

JQH ARENA will maintain a multiple year running calendar of activities and will accept tentative event date reservations for potential lessees for available dates within the five-year period. All dates are initially reserved by JQH ARENA until completion of their University event schedule. Reservations for all lessees will remain tentative until the date is released by JQH ARENA and a contract is signed and the required deposit is received.

SCHEDULING AND DEPOSITS:

Events will be scheduled and reserved on a tentative basis until such time as a second request for use of the same space at the same time is made. At this time at the discretion of JQH ARENA the individual or organization first requesting the date may be asked to make a deposit equal to 50% of rental rate for the space. This deposit will be due from the first requesting party within forty-eight hours of the request by JQH ARENA Management. If the first requesting party chooses not to make the deposit, the date will be released to the second requesting party upon payment of a similar deposit. At this point, a Contract will be issued to whatever party has made a deposit.

Each Contract will have a stipulated cancellation date after which time all deposits previously paid to hold reservations shall be presumed to be damages sustained by JQH ARENA and the deposits shall become the property of JQH ARENA and shall not be refunded. Either party may cancel their Contract without any obligation by giving the other party written notice at least sixty (60) days prior to the first date of use of the facilities herein described. In the event the Permittee cancels the Contract at any time within the sixty day (60 day) period immediately preceding the first date of use of the facilities herein described, then it is understood that all monies previously paid by the Permittee as deposits shall be presumed to be damages sustained by JQH ARENA and the deposits shall become the property of JQH ARENA and shall not be refunded.

In the event second requests for specific tentative date reservations are not received, all reservations will be held until such time as a Contract is issued for such reservations, reservations are canceled, or until sixty days before the performance date. Sixty days prior to the requested date, JQH ARENA Management may require the reserving party to make a deposit in order to retain the reservation. The amount of deposit will be no greater than that amount which would have been required to hold tentatively reserved dates had JQH ARENA received a second request. At thirty days prior to the proposed event, this deposit becomes a non-refundable deposit as liquidated damages and not as a penalty.

Unless otherwise specified in writing, JQH shall retain the right to schedule other events both before and after any currently contracted or tentatively scheduled event without prior notice to the Permittee(s) involved.

Article I. Section 2. Permits

At whatever time a potential Permittee informs JQH ARENA that a tentative reservation is definite, a Contract will be sent to Permittee for execution. The Contract must be signed and returned along with any required deposit to JQH ARENA on or prior to the stipulated return date or the reservation may be forfeited. All Contracts for use of JQH ARENA are not binding until signed by an authorized representative of JQH ARENA.

Article I. Section 3. Opening Hours

Permittee(s) agree to allow JQH ARENA Management to open the lobby area of the arena to be used for ticket sales before the advertised start of the event and to permit patrons to be seated at least sixty minutes prior to the advertised beginning time for the event. At the time patrons are allowed into the seating area, all technical preparations, lighting and sound checks, rehearsals, and other activities must have been completed in the arena.

Article I. Section 4. Event Start Time

Start Time:

Permittee(s) agree to make every effort to begin all events within five minutes after the announced starting time. JQH ARENA Management or his/her designated representative may; when weather, traffic, or parking conditions dictate, delay the start of the performance a reasonable period of time to allow the great majority of patrons to be seated.

ARTICLE II. BUILDING AND SUPPLEMENTARY PERSONNEL

Article II. Section 1. Staffing

CREW REQUIREMENTS:

After examining an event's requirements, the JQH ARENA Director will determine the minimum number of personnel required in each specialty and will be available to assist a Permittee in making arrangements for all necessary personnel for move-in, set-up, rehearsal, performance, and move-out calls.

Permittee must provide the JQH ARENA Director with a complete list of Permittee's personnel, including addresses and telephone numbers no later than thirty days prior to the event. If a list is not provided to the JQH ARENA Director thirty days prior to the event, it may be assumed that the personnel are to be supplied by JQH ARENA at Permittee's expense.

The Management of JQH ARENA reserves the right to forbid or restrict the employment of any individual or organization as part of the stage crew if Management determines, in its sole discretion, that injury or damage to equipment might result from

employment or if the individual organization has previously demonstrated an unwillingness or inability to abide by the policies and procedures of JQH ARENA.

In order to protect the JQH ARENA facility and equipment, the JQH ARENA Director may require the presence of in-house supervisory stagehands. The number of stagehands required will be determined by Director. The JQH ARENA Director or his/her designated representative shall have the authority to veto or modify any order or direction issued by a Permittee, its employees, or its contractors if in-house personnel deem such action necessary to protect the JQH ARENA facility or equipment.

OUTSIDE STAGE CREW PERSONNEL:

It is the policy of the Management to protect the JQH ARENA facility by determining minimum standards of performance by outside stage crew personnel. Nothing in these policies and procedures should be interpreted so as to prevent a Permittee from requiring higher standards from stage personnel. With the exception of the JQH ARENA Director and the JQH ARENA in-house stagehands, stage crew personnel shall not be deemed to be employees or contractors of JQH ARENA. Permittee(s) shall additionally be responsible for paying for all labor performed by outside stagehands and for paying for any damage which may be caused to building equipment due to an act on the part of any member of the stage crew other than the JQH ARENA Director of Operations or JQH ARENA's in-house stagehands.

Article II. Section 2. Ushers, Ticket Takers, and Door Guards

To provide continuity to JQH ARENA patrons, events scheduled in the arena shall utilize the services of trained ushers, ticket takers, and door guards that are supplied solely by JQH ARENA. The cost of these services shall be borne solely by Permittee(s). The number of required personnel for these services will vary according to the anticipated size of the audience, whether all seating levels will be used, and whether seating will be on a reserved seat or general admission basis. The Management of JQH ARENA or his/her designated representative shall determine the minimum number of personnel to be required for any given event. Some events may require the services of from six to eight such personnel while other events may require as many as eighty.

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

Article II. Section 3. Security

The JQH ARENA building and premises, including keys thereto, shall at all times be under the control of JQH ARENA Management. The Director or his/her designated representatives shall at all times have the right to enter all spaces in the building including such times as when a Permittee may have an event taking place and for which the Permittee has been issued a Contract. The entrances and exits of the building shall be locked and unlocked by JQH ARENA stagehands, JQH ARENA security guards, or other authorized JQH ARENA staff personnel as may be required for a Permittee's use of the

building. Permittee may be required by the JQH ARENA Management to place proper watchpersons at all entrances and exits at times, when entrances or exits are unlocked, with the cost of watchpersons being borne by the designated Permittee.

The security of JQH ARENA shall, at all times, be under the control of the Management of JQH ARENA. JQH ARENA Director will arrange and Permittee (s) will pay for, all security that is deemed necessary by JQH ARENA Management for the proper conduct of the event and control of the audience.

Each Permittee may also be required to provide additional security to monitor the parking lots if deemed necessary by the MSU Parking Administration.

The presence of security guards during an event for which a Contract has been issued does not in any way diminish a Permittee's responsibility to pay for damages to the facility or to equipment contained in JQH ARENA when damages occur in conjunction with the event.

A Permittee may, at its option and expense, request additional security personnel for the express purpose of guarding equipment owned by or under the control of the Permittee. However, the presence or lack of additional guards shall not alter the fact that JQH ARENA, under the terms and conditions of the Contract, assumes no liability for the loss, theft, or damage to the property of the Permittee or the Permittee's exhibitor.

ARTICLE III. ANCILLARY ACTIVITIES AND SERVICES

Article III. Section 1. Concession Sales

JQH ARENA has an exclusive contract with a food vendor for the exclusive rights to sell all concession items including, but not limited to soft drinks, beer and wine (on specific occasions) coffee, confections, hot dogs, sandwiches, and candy before, during, and after any event occurring in JQH ARENA.

Article III. Section 2. Catering

A Permittee is required to use the contracted food vendor for all in house catering services. Missouri State University currently has a multiple year agreement with Pepsi Americas calling for sales and distribution of Pepsi originated products only within the arena.

Article III. Section 3. Novelty // Merchandise Sales CONCESSION:

If a Permittee has items that it wishes to sell or rent or authorize to have sold or rented on its behalf or during its event, these items to include but not be limited to souvenir programs, books, photographs, audio or video tapes, records, posters, T-shirts, sweatshirts, or other souvenir items, and these items that are directly related to an event or events for which a Contract has been granted, the Permittee shall obtain permission from JQH ARENA Management to vend or have vended these items, and such items shall be vended only within locations as specified by Management. The granting of a Contract is

not to be deemed the granting of permission to vend or have vended these items. The provisions of this and the following paragraph will also apply in the case of a vendor who may or may not make cash transactions at an event but rather takes orders for subsequent sales to take place off the premises of JQH ARENA.

JQH ARENA reserves the right to refuse permission to sell, rent, or otherwise distribute any item which does not directly relate to the presentation of a specific event for which a Contract has been issued, or any item which in normal use or misuse may cause damage to JQH ARENA, its employees, or patrons.

COMMISSION:

Each approved vendor agrees to pay JQH ARENA, in return for the granting of permission, a commission equal to twenty five percent for commercial and nonprofit vendors. Such commission will be calculated on the total gross sales for each sales period (a sales period being defined as no earlier than one hour prior to scheduled curtain time, all intermissions, and end no later than thirty minutes after the scheduled performance) in JQH ARENA, with gross sales being defined as the total of all sales during each period after the applicable sales tax has been deducted.

The state of Missouri assesses a 7.60% tax on all items sold in Missouri. JQH ARENA will collect sales tax from each vendor and will report all applicable taxes for sales made in or on the premises of JQH ARENA on the vendor's behalf.

VERIFICATION OF SALES:

JQH ARENA Management will at its discretion count all inventory immediately prior to and after all sales' periods. The vendor may not refuse to allow JQH ARENA Management or its representative to verify all inventories. A refusal will constitute a violation of these provisions and will result in the immediate withdrawal of permission for vendor to vend any and all items in or on the premises of JQH ARENA.

SETTLEMENT:

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

BANK:

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

DISPLAY:

The price to be charged for each item to be sold must be clearly displayed and all displayed items must be offered for sale.

Displays shall be located only within locations as specified by Management. Permittee(s) shall not do or permit to be done on the premises of JQH ARENA anything

which may tend to injure, mar, or in any manner deface the facility. Displays, posters, signs, etc. may not be taped on windows, walls, railing, etc. or tacked, nailed, hooked, or screwed into any surface of JQH ARENA.

Article III. Section 4. Box Office

JQH ARENA operates a full time box office within the JQH ARENA facility. The box office is open Monday through Friday from 10:00 a.m. to 5:00 p.m. and closed on Saturdays, Sundays and holidays (holidays to include all University holidays).

JQH ARENA uses a ticket vendor which is computerized, on-line ticketing system. The ticket vendor accommodates both reserved and general admission ticketing with multiple price levels and multiple discount levels.

All Permittee(s) using JQH ARENA where tickets will be distributed to the general public, either reserved or general admission, will be required to use the JQH ARENA box office.

JQH ARENA will not print tickets in excess of the fixed seating capacity of the theatre for any single event.

SCALING AND PRICES:

Permittee must provide to JQH ARENA Box Office Manager all information necessary to program the Permittee's event on the ticket vendor no less the one week prior to the on-sale date. This information is to include:

1. House scaling for the event.
2. Prices including any and all discounts that may or may not be used.
3. All holds and technical kills.
4. Copy for the ticket.
5. Samples of any discount coupons or vouchers.

At the time the Permittee delivers above information, it is strongly urged that the Permittee submit both discounts that will be used and discounts that might be used because once the event prices are programmed they may not be altered and additions may not be made.

ON-SALE DATE:

Typically, events are planned to go on sale six weeks prior to the event. Any additional on sale lead time will be negotiated with the Permittee.

JQH ARENA box office will not go on sale with the show before a Contract is fully executed.

POINTS OF SALE:

The JQH ARENA box office will sell tickets four ways:

1. **Online:** Tickets can be sold via the internet with the ticket vendor through their website: www.tickets.com through the www.missouristatetix.com website. The order will be subject to a handling fee charged per ticket to the customer at the rates determined by the ticketing agency.
2. **Telephone:** Tickets can be sold over the telephone and will be subject to a handling charge per order. This charge will be paid by the customer. JQH ARENA accepts MasterCard, Visa, Discover, and American Express for purchases over the telephone. The JQH ARENA box office will not accept reservations because payment is required at the time of the order.
3. **Window Sales:** No handling charge is assessed to the customer although the customer may be assessed a credit card transaction fee. JQH ARENA accepts MasterCard, Visa, Discover, American Express, check, and cash for tickets sold at the window. The window will be open during the scheduled box office hours including the day of the event.
4. **Mail:** Tickets sold via mail order are subject to a handling charge per order. This charge is paid for by the customer. JQH ARENA cannot accept mail orders prior to the on-sale date. If the Permittee wishes to allow mail orders prior to the commencement of the on-sale period, the Permittee must contract for additional weeks in the box office.

Please see the **Schedule of Rates** for the various charges on ticket sales.

JQH ARENA FACILITY FEE:

A one dollar per ticket surcharge will be assessed to all tickets or passes for which an admission price is charged or requested. The surcharge will be assessed on each ticket in a series as well as single event tickets. The surcharge will not be assessed on complimentary tickets, house seats, or artist tickets unless these tickets are exchanged for money. Additionally, the endowment surcharge must be included in the advertised price of the ticket.

The endowment surcharge is due whether the tickets are sold directly or indirectly by the Permittee at the JQH ARENA Box Office or at another location. At the time of settlement, Permittee must present JQH ARENA Box Office Manager with an accounting of the tickets sold at locations other than the JQH ARENA Box Office. The endowment surcharge is subject to sales tax which will be deducted at settlement.

The amounts paid toward the facility fee do not constitute receipts from the sale of tickets to performances for any purpose under this Permit such as rental payments or percentage payments due JQH ARENA. All fees collected are subject to taxation.

SEATING OF PATRONS WITH DISABILITIES:

JQH ARENA provides 115 seats that are accessible to people who use wheelchairs. The seats serve as part of the capacity. These seats may not be sold to anyone other than a person who uses a wheelchair. If an event reaches sell-out status, and every other seat in the theatre has been sold, only then will the wheelchair seats will be available for sale to

customers with or without the need for wheelchair access with the advance approval of the Director of JQH Arena.

Included in the above mentioned seats are theatre seats to be sold to companions of persons who use wheelchairs or persons with other disabilities that would be best served by these locations. These seats will not be sold to anyone without special needs until no other seats are available in the theatre.

SETTLEMENT:

JQH ARENA will provide a statement accounting for all tickets which were sold, not sold or otherwise distributed to the Permittee. This statement will, whenever possible, be presented to the Permittee within two hours after the closing of the box office for an event.

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

REPRESENTATIVE IN THE BOX OFFICE:

Permittee (s) may elect or be requested by JQH ARENA Management to have one representative in the box office on the night of an event. The Permittee's representative should arrive at the JQH ARENA box office no later than one hour prior to event. Should the Permittee elect not to have a representative present at such time, the Permittee will be responsible for delivering all remaining unsold tickets and paid reservations for the event to the JQH ARENA box office no later than one hour prior to the event.

EXCHANGE/REFUND POLICY:

For the convenience of JQH ARENA patrons, the box office will make exchanges subject to the following restrictions:

1. Tickets will be exchanged for the same event only.
2. Only tickets purchased through the JQH ARENA ticket office will be exchanged.
3. Tickets must be exchanged in person.
4. Tickets must be exchanged twenty-four hours prior to the performance.
5. Patrons will pay a fee for the exchange.

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

PRE-SALE OF SEATS:

JQH ARENA also reserves the right to pre-sell top-level tickets for any event to major donors to the University. These tickets will be sold at the regular price and will go on sale approximately one week prior to tickets going on sale to the general public. All unsold tickets from this allotment will be released for general sales. JQH ARENA reserves the right to identify the locations of these seats.

COMPLIMENTARY TICKETS:

Permittee must provide to the JQH ARENA Box Office Manager written authorization for the issuance of complimentary tickets by the JQH ARENA box office. No complimentary tickets will be issued without **written** authorization. The authorization must be on the Permittee's official document and signed by a duly authorized representative. No substitutions or phone calls will be accepted. It is the Permittee's responsibility to make these arrangements in a timely manner.

PRESS/BACKSTAGE PASSES:

The issuance of press passes or backstage passes shall be the responsibility of Permittee(s). In the event Permittee designates the JQH ARENA box office to "hand-out" these passes, it is the Permittee(s) responsibility to provide correct names of recipients.

ARTICLE IV. PROMOTION OF EVENTS

Article IV. Section 1. Advertising and Promotions

Permittee(s) may not advertise or promote either verbally or printed (i.e.: send out newsletters, press announcements, distribute flyers or posters, or telecast) for any event before a contract is fully executed.

JQH ARENA LOGO:

JQH ARENA's logo may be used by non-profit organizations in their advertising and promotion only after a Contract has been granted by JQH ARENA. The logos may be used by commercial organizations only if a contract has been granted by JQH ARENA and JQH ARENA Management has approved the use of this logo. JQH ARENA Management must have prior approval on all materials (advertisements, posters, t-shirts, etc.) which use the JQH ARENA logo.

JQH ARENA NAME:

In any advertisement for events to be held at JQH ARENA, whether advertisement is in the form of posters, flyers, brochures, newspapers, magazines, or for the broadcast media, the JQH ARENA and its facilities shall be identified as follows:

JQH ARENA

If the printed advertisement requires a break in the facility's name, it shall be printed as follows:

JQH ARENA

Events presented by Permittee(s) must clearly state the organization presenting the event before stating the event is taking place at the JQH ARENA. Advertising or

promotional copy must read similar to the following example:

presented by
(Permittee's organization)
at the
JQH Arena

JQH ARENA Management must have prior approval on all materials (advertisements, posters, t-shirts, etc.) which uses the JQH ARENA name.

MEDIA ADVERTISING:

Unless specifically included in the Contract, all media advertisements for events to be held at JQH ARENA must include (1) the location(s) for all ticket sales, and (2) "all sales final". Additionally, all media advertising for tickets sold at the JQH ARENA box office must include the Missouri Message Relay Service number, which is (800) 735-2966.

All Permittee(s) are required to sell all tickets at the prices advertised and no deviations will be allowed unless approved in advance and in writing by JQH ARENA.

DISTRIBUTION OF ADVERTISING AT JQH ARENA:

Permittee(s) shall not distribute or circulate or permit to be distributed or circulated any advertising matter at the entrance to or in or about any part of JQH ARENA except advertising as may pertain to the specific event for which a Contract has been granted and for which permission has been obtained from the Management of JQH ARENA for the placing of advertising.

Article IV. Section 2. Signs and Posters

EXHIBITING AT JQH ARENA:

Permittee(s) shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters, or cards of any description in or on any part of the premises except in specified areas provided for this purpose by JQH ARENA. Permittee(s) agree to use, post, or exhibit only signs, advertisements, show bills, lithographs, posters, or cards in areas as relate specifically to the event to be held in or on the premises of JQH ARENA pursuant to a fully executed Contract and which meet with the prior approval of the JQH ARENA Management or his/her designated representative. Permittee agrees that posters, show bills, cards, etc. may be posted only during a mutually agreed time frame prior to a show and must be taken down immediately after the final performance.

DISPLAY:

Permittee(s) shall not do or permit to be done in or on the premises of JQH ARENA anything which may tend to injure, mar, or in any manner deface the facility or its premises. Permittee(s) further agree not to drill or install or permit to be drilled or installed any nails, hooks, tacks, tape, or screws into any part of the JQH ARENA building and Permittee(s) will not make or allow to be made lacerations of any kind to facility or any equipment belonging to the facility.

ARTICLE V. GENERAL POLICIES

Article V. Section 1. Obstructions

No portions of sidewalks, entrances, passages, vestibules, halls, elevators, or means of access to public utilities of JQH ARENA or its premises shall be obstructed or caused to be obstructed by Permittee(s), or caused or permitted to be used for any purposes other than ingress and egress to and from JQH ARENA or its premises. The doors, stairways, or openings that reflect or admit light into any portion of JQH ARENA building, including the hallways, corridors, passageways, house lighting attachments, and radiators, shall in no way be obstructed by Permittee(s). The toilet fixtures and other water apparatus shall not be used for any purpose other than that for which devices were constructed and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Any damage resulting from any misuses of any devices or other similar equipment belonging to JQH ARENA shall be paid for by Permittee as is responsible for the person having caused or otherwise been directly involved with the damage.

Article V. Section 2. Parking

CAR PARKING:

JQH ARENA does not control nor can it provide parking for Permittee(s) or the staff and patrons of Permittee(s). The granting of a Contract to use JQH ARENA shall in no way obligate JQH ARENA to provide parking for Permittee(s). The parking lots in general proximity of the Arena are typically available for general parking during the Permittee's event, any other JQH ARENA event, any event taking place at Hammons Student Center or Juanita K. Hammons Hall for the Performing Arts. Any other time, a parking permit is required to park in the parking garage. Please note that any individual who does not display a hang tag may receive a parking ticket at any time. JQH ARENA is not being responsible for any parking ticket a Permittee receives while parking in an MSU/JQH ARENA parking lot. To acquire a visitor's pass for parking, please contact MSU Parking Administration at (417) 836-4825.

TRUCK PARKING/LOADING DOCK USE:

Trucks carrying equipment to be used by a Permittee in conjunction with an event for which a Contract has been granted may be loaded and unloaded at the JQH ARENA loading dock. However, the JQH ARENA schedule may not permit trucks to be parked at the dock after unloading. Special arrangements must be made in advance with the JQH ARENA Director for permission to park trucks on the loading dock when not loading or unloading. In the absence of special permission, it shall be the responsibility of Permittee(s) to find, at their own expense, suitable parking space elsewhere for trucks.

In addition, no vehicles of any kind belonging to Permittee(s) or their representatives or employees may be parked at the JQH ARENA loading dock without similar special arrangements having been made in advance with the JQH ARENA Director.

In any case, if a vehicle is not removed from the loading dock area within twenty-four hours of the strike of the show, the vehicle may be subject to ticketing and/or towing.

Article V. Section 3. Lost Articles

The Management of JQH ARENA or his/her designated representative shall have the sole right to collect and to have custody of articles left in JQH ARENA by persons attending events presented in JQH ARENA. Permittee(s) and any other persons in a Permittee's employ or control shall not collect nor interfere with the collection or custody of lost articles.

Where lost articles can positively be identified to be the property of a Permittee, its employees, or others under its control, JQH ARENA Management will make every effort to reunite lost articles with their owners; provided, however, that the JQH ARENA will not be responsible for incurring any costs for shipping lost articles to the owners. After a reasonable period of time (not less than five days), all unclaimed articles shall become the property of JQH ARENA to do with or dispose of as its representatives shall deem fit.

Please note that the Lost and Found is located in the Guest Services area.

Article V. Section 4. Flammable Materials

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

Permittee(s) shall obtain all permits and licenses required by the laws, ordinances, rules, and regulations referenced in Article VI, Section 18, hereof including licenses to use pyrotechnic materials to include, but not limited to flash pots, concussive pots, sparklers, and open flames. JQH ARENA Management has the right to require Permittee to furnish satisfactory evidence that all required licenses are obtained.

Article V. Section 5. Storage

In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to JQH ARENA either prior to, during, or subsequent to the use of JQH ARENA by a Permittee hereunder, JQH ARENA and its officers, agents, and employees shall act solely for the accommodation of the Permittee and neither JQH ARENA nor its officers, agents, or employees shall be liable for any loss, damage, or injury to the property.

Article V. Section 6. Recording and Broadcasting
RECORDING AND BROADCASTING:

No event presented in JQH ARENA may be broadcast, videotaped, recorded, or otherwise reproduced without the prior written consent of the JQH ARENA Management or his/her designated representative. The Permittee having obtained consent shall ensure that JQH ARENA and its staff receive proper audio and/or video credit. Credit must include the statement "performed at the JQH Arena on the campus of Missouri State University".

ROYALTIES:

Tapes of events broadcasted, videotaped, or recorded at JQH ARENA, which are sold or rented by Permittee within one year of the date of the performance, may be assessed a 15% commission of gross sales after taxes.

Article V. Section 7. Tobacco Use

The use of any tobacco products is prohibited in any building and on the grounds of Missouri State University to include JQH Arena.

Each Permittee shall be responsible for enforcing tobacco use regulations during the time the Permittee is utilizing JQH ARENA pursuant to a fully executed Contract. The failure on the part of a Permittee to enforce these regulations with its personnel shall constitute a breach of the Permittee's Contract and may, at the sole option of Management, be deemed cause for the termination of a Contract in which case all advance deposits previously paid shall be presumed to be damages sustained by JQH ARENA and the deposits shall become the property of JQH ARENA and shall not be refunded. Failure may also adversely affect the ability of Permittee to obtain future Contracts for the use of JQH ARENA.

Article V. Section 8. Loading Entrance

All articles, exhibits, fixtures, materials, displays, etc., relative to an event to be presented at JQH ARENA shall be brought into or taken out of JQH ARENA only at the entrances and exits as may be designated by JQH ARENA Management or such person's designated representatives.

Article V. Section 9. Utility Connections

Unless otherwise authorized in advance and in writing by the JQH ARENA Management or his/her designated representative, all plumbing, electrical, or carpentry work required to be done in or on the premises of JQH ARENA in conjunction with a Permittee's use thereof, and all electrical current required for the Permittee's use shall be done or furnished by JQH ARENA or its authorized representative for which the Permittee shall pay JQH ARENA on the basis of time and materials.

Article V. Section 10. Stage Entrance

JQH ARENA stage doors are located at the loading dock. Except as otherwise authorized in advance by JQH ARENA Management or his/her designated representative, all performers, technicians, and other personnel directly associated with a Permittee's event are to use the stage door when entering and leaving JQH ARENA.

A Permittee must, upon request by Management, provide a list of all personnel who will be authorized to use the stage door during the Permittee's event. This list should be confined to only those persons actually operating in a functional capacity for the Permittee insofar as permission to enter the backstage and dressing areas will be denied to relatives, friends, and all other unauthorized personnel during both rehearsals and performances. Upon making special arrangements with JQH ARENA Management or his/her designated

representative, some Permittee (s) may be issued backstage passes for those personnel who must be frequent users of the entrance.

Article V. Section 11. Seating Capacity

SEATING CAPACITY:

No Permittee shall print, sell, or distribute or permit to be printed, sold, or distributed tickets in excess of the fixed seating capacity of JQH ARENA. The capacity shall be determined by JQH Arena management based on seating available for the event as dictated by technical applications and other considerations.

NON-TICKETED EVENTS:

Concerning events for which no tickets are printed, sold, or distributed, it is the responsibility of the JQH ARENA Director to ensure that the maximum capacity of the theatre being used by the Permittee is not exceeded by the attendees of the event. The JQH ARENA Director will have the sole right to determine when JQH ARENA's capacity has been met and to close the doors when capacity has been met.

SEATING OF PATRONS WITH DISABILITIES:

JQH Arena features specially designated areas for the seating of persons with disabilities exist and allow the best possible seating while also allowing for the safest and quickest egress from the theatre. It is the responsibility of each Permittee to inform its patrons with disabilities that areas are available and that, in the case of individuals using wheelchairs or whose mobility is otherwise restricted, patrons will be requested to utilize the designated areas for the maximum protection of all concerned

Also, the above mentioned seats will be reserved for these patrons on all general admission shows. It is the responsibility of the JQH ARENA Director to reserve this seating and the JQH ARENA usher staff to seat these individuals.

Article V. Section 12. Objectionable Persons

JQH ARENA Management reserves the right to eject or cause to be ejected from the premises of JQH ARENA any objectionable person or persons; provided, however, that neither JQH ARENA nor any of its officers, agents or employees shall be liable to any Permittee for any damages that may be sustained by Permittee subsequent to the exercise of this right by JQH ARENA Management or his/her designated representative.

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

Article V. Section 13. Animals

Animals, other than service animals, will not be allowed in JQH ARENA for any reason other than for use in a production such as rodeos or circuses. In the event animals in any number are required for a production, animals will only be allowed in JQH ARENA

for such time as they are required to participate in any rehearsals or performances, and then only with the prior written approval of the JQH ARENA Director.

Article V. Section 14. Forbidden Acts and Substances

A Permittee will not do or permit to be done anything in or upon any portion of the premises of JQH ARENA or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon JQH ARENA or any part thereof, or in any way increase any rate of insurance upon JQH ARENA or on property kept therein. Nor shall a Permittee, without prior written consent from the JQH ARENA Management or his/her designated representative, store or operate any engine or motor or machinery on the premises of the JQH ARENA or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or any other purposes.

Article V. Section 15. Compliance with Laws

All Permittee(s) shall comply with all laws of the United States, the state of Missouri, all ordinances of the city of Springfield, and all rules and regulations established by any authorized officer or department of MSU.

Article V. Section 16. Licenses

Permittee(s) shall obtain all permits and licenses required by the laws, ordinances, rules, and regulations referenced in Article VI, Section 18, hereof including licenses to perform all copyrighted material. JQH ARENA Management shall have the right to require any Permittee to furnish satisfactory evidence that Permittee has obtained all required licenses including, but not limited to BMI, ASCAP, Missouri Department of Athletics and fire permits.

Article V. Section 17. Insurance - See specific guidelines in Rate Sheet

Article V. Section 18. Right to Alter Policy Manual

JQH ARENA may, on behalf of MSU, change, alter, amend, or delete any or all of the articles and/or sections of this **Operations Policy Manual** at any time without prior notice.

Article V. Section 19. Interruption or Termination of Event

JQH ARENA shall retain 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 sole judgment of JQH ARENA such act is necessary in the interest of public safety.

Article V. Section 20. Evacuation of Facility

Should it become necessary, in the sole judgment of JQH ARENA, to evacuate the premises because of threatening conditions or for other reasons of public safety, the Permittee will retain possession of the premises for sufficient time to complete presentation of the activity without additional rental charge providing such time does not interfere with another Permittee. If at the discretion of JQH ARENA Management it is not possible to complete presentation of the activity, rental fee shall be forfeited, prorated, or adjusted at

the discretion of JQH ARENA Management based on the situation, and the Permittee hereby waives any claim for damages or compensation from JQH ARENA

Article V. Section 21. Schedule of Charges

RENT: Posted on Rate Sheet

EVENT STAFF:

Minimum staff will be required by JQH Arena at permittee's expense. Non-binding estimates may be requested of JQH Arena.

TAXES:

See applicable rate sheet.

EVENT PERIOD:

Permittee(s) whose events begin before 8:00 a.m. or extend beyond 12:00 midnight on any given day at the discretion of JQH Arena may be charged \$1500.00 per day or fraction thereof until such time as the building is cleared of such permittee's patrons and production personnel. This charge will be in addition to any other charges for rental, equipment, labor, etc.

Article V. Section 22. Refusal to Rent

JQH ARENA Management shall refuse to rent the facility for any event, activity, or performance if the Management reasonably determines that the event, activity, or performance or the anticipated audience response to the event, activity, or performance may cause damage or the unusual risk of damage to the facility or its patrons.

ARTICLE VI. NON-DISCRIMINATION STATEMENT

Missouri State University is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.

The University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State University is an Equal Opportunity/Affirmative Action employer. Inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to Wes Pratt, Acting Equal Opportunity Officer, 901 South National Avenue, Springfield, Missouri 65897, (417) 836-4252.