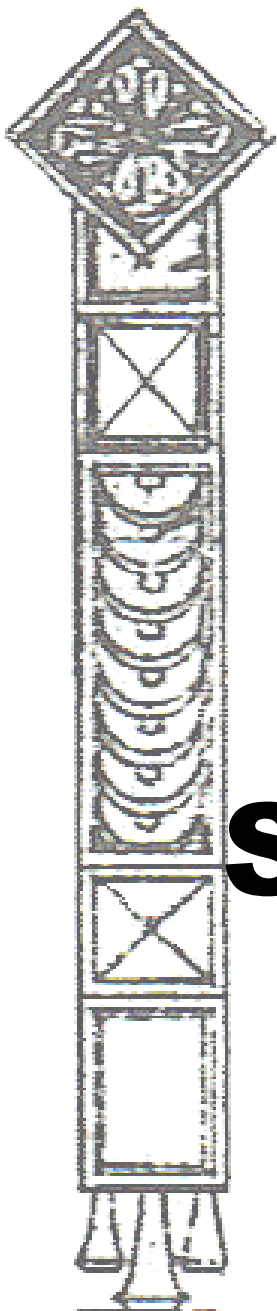


*Mary C. O'Keefe Cultural Center
of Arts and Education
Theatre of Performing Arts*

1600 Government Street • Ocean Springs, MS 39564 • P.O. Box 1971 • Ocean Springs, MS 39566-1971
228-818-2878 • Fax: 228-818-2886

email <themaryc@bellsouth.net>

Web site <themaryc.org.>



**POLICY
STATEMENT**

revised June 2007

DEFINITIONS

1. **Professional:** Of or pertaining to an organization conducting business in professional performance occupations with scaled fees paid for all of the production, staff, artist(s), musicians, or orchestra.
2. **Non-Professional:** Of or pertaining to an independently organized company in amateur standing where most of the participants (artists, musicians, orchestras, or production staff) are not paid scaled wages.
3. **Profit:** Of or pertaining to a company **not** possessing the IRS tax status 501[c]3 that gains a profit from patronage or is an organized for-profit company.
4. **Non-Profit:** Of or pertaining to a chartered member board of directors possessing the IRS tax status 501[c] 3. ***Please include a copy of your 501[c] 3 IRS designation.***
5. **Performance:** A performance is a contractually stipulated period of time in any block-of-time in the Mary C. O’Keefe Theatre of Performing Arts when used for an event attended by persons other than the principal production staff, performers, and directors. An admission fee may or may not be charged.
 - a. An “open” rehearsal or “dress” rehearsal will be treated as a performance if people other than the production staff, performers, and directors are present – with or without an admission fee.
 - b. Any contractually stipulated period of time becomes a performance if it is open to the general public.
6. **Rehearsal:** A rehearsal is defined as a contractually stipulated period of time in any block-of-time when the Mary C. is used for the purpose not defined as a “performance.”
7. **Production Staff:** The production staff includes people other than the performers who perform a variety of tasks to ensure the success of a performance. The production staff may be expanded to include chaperones for minor children (under 18 years of age) not to exceed one (1) chaperone for every ten (10) minors.
8. **Load-in:** shall mean moving items necessary for a production.
9. **Set-up:** shall mean the assembly of or erection for adjustment of properties, sets, lighting instruments, sound equipment, and stage hardware necessary for a production.
10. **Strike:** shall mean the tear-down of a production.
11. **Load-out:** shall mean the removal of all items used in the production.
12. **Lessor:** Are the Mary C. O’Keefe Executive Board (MCOEB).
13. **Lessee:** is the person(s) or organization to whom the Mary C. Theatre of Performing Arts is leased for use during a specific period of time.
14. **Management, Mary C. O’Keefe Executive Board (MCOEB):** employees and agents specifically assigned to the Mary C. Theatre of Performing Arts and the contracted House Manager and House Management staff who represent and are responsible to the MCOEB.

Contract Fees

Deposit \$150.00

1. The deposit is required with the **signed and executed contract**.
2. If the deposit does not accompany the signed and executed contract, the date is no longer considered reserved. It becomes an "open" date.
3. The contract is due no later than ten (10) business days after the date the contract is mailed to the **Lessee**.

Performance Fees

1. **Commercial:** For profit businesses and organizations. **\$500.00 per performance**
2. **Non-Profit:** Any organization recognized by the IRS as not for profit and exhibiting credentials (501[c] 3). **\$250.00 per day**
3. **Rehearsal, Auditions, Meetings:** \$100 for the first four (4) hours per day plus \$25 for each additional hour or part of an hour. There is a four (4) hour per day minimum.
4. **Miscellaneous: Other types of events held in the theatre are charged as a performance fee.**

Labor

Technical Director

1. The **Lessee** is required to use the services of the Mary C.'s Technical Director.
2. The Technical Director represents and is responsible to the MCOEB.
3. Other technicians who are qualified may work with the **Technical Director's written permission**.
4. Volunteer technicians must meet the qualifications established by the Technical Staff and be covered by **Lessee's** liability insurance.
5. **Lessee's** technical arrangements are to be made independently with the Technical Director. Neither the MCOEB nor its staff is responsible for the **Lessee's** technical arrangements.
6. Failure to schedule technical services nullifies the reservation and contract.

House Manager/Staff Support

1. **Lessee** is required to use the services of the Mary C.'s contracted House Management staff when using the facility on weekdays after 5:00 p. m., at all times on weekends, and at all times on holidays that are officially recognized by the MCOEB or declared by the City of Ocean Springs.
2. House Management staff represents and is responsible to the MCOEB.
3. **Lessee** is responsible for payment of House Manager @ \$20.00 an hour/Staff Support fees @ \$15.00.

Ushers/Ticket Takers Staff

1. The **Lessee** is required to provide a minimum of **two (2) ticket takers (one for balcony) and four (4) ushers for each performance**.

2. The staff may be volunteer or paid by the **Lessee**. **Lessee** may arrange to hire usher/ticket staff through the House Manager.

Police Security

1. \$60.00 minimum four (4) hour call. Additional hours are \$15.00 per hour or part of an hour after four (4) hours. *This is for each police officer.*
2. One officer is required for all evening performances, when curtain time is after 5:00 p.m., for all student/children's performances, and for anticipated large crowds. Two officers are required if alcohol is being served.
3. At the discretion of the MCOEB in consultation with the Ocean Springs Police Department, the **Lessee** may be required to add more security.
4. More security may be requested by the **Lessee** at the discretion of the MCOEB.
5. **Lessee** is responsible for all police security fees.

Fire Guard – By city request only

backstage limit is 100 – the footage figure is 15 sq. ft. per person

Payments

No personal checks will be accepted.

Contract Fees

1. Fees are paid by cashier's check, money order, bank draft, an approved business credit card.
2. Rental fees are payable to "Friends of Mary C. O'Keefe Cultural Center" not later than fifteen (15) business days **before** load-in.
3. Fees for the Security Reserve are payable through the House Manager.
4. Fees for the House Manager, House Management and Contract Ushers/Ticket Takers are payable as independently arranged with the House Manager.

Damage Fees

1. **The MCOEB will determine if damage above normal use has occurred.**
2. **The MCOEB will estimate or secure professional estimates of repair costs.**
3. **Lessee will be charged for the repairs if they are over and above the deposit.**
4. **Lessee will forfeit further use of the facility and face legal action if damage charges are not paid.**

Insurance

All **Lessees** using the Mary C. O'Keefe Theatre of Performing Arts are required to carry Blanket Public Liability Insurance naming the MCOEB and the City of Ocean Springs as additional insured as follows:

1. Bodily Injury, \$500,000 each occurrence.
 2. \$1,000,000 aggregate. Property Damage - \$500,000 each occurrence, \$1,000,000 aggregate
 3. A certificate of insurance must be forwarded to the MCOEB fourteen (14) days prior to the performance.
 4. The **Lessee's** contract will be canceled if insurance is not obtained.
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Cancellations

1. All cancellations must be made in writing.
2. **Lessee** forfeits the deposit when the Lessee cancels a scheduled event.
3. Cancellation by the Lessee made less than fifteen (15) working days before the event will result in the following:
 - a. The **Lessee** shall forfeit the deposit.
 - b. One-half (1/2) of all rental fees paid will be payable (or retained by the Friends of Mary C. O'Keefe Cultural Center) unless extenuating circumstances can be proved.
 - c. Payment will be due with the written cancellation notice.
4. **Lessee** must be on-site at least one and a half (1 1/2) hours before the scheduled start of the show. Failure to do so will result in the following.
 - a. The Management will consider the event cancelled.
 - b. The deposit shall be forfeited.
 - c. All estimated rental fees shall be due and payable.
 - d. NO fees already paid will be returned--without liability to the Friends of Mary C. O'Keefe Cultural Center or the City of Ocean Springs.
5. An event will be cancelled if fees are not paid on schedule.
6. The MCOEB reserves the right to cancel productions in the event of disasters including but not limited to fire, flood, weather conditions, civil disobedience, or any causes that are beyond the control of the Mary C. and pose a threat to public safety.

Hours

1. **Office Hours**
 - a. Monday - Friday 9:00 a.m. – 4:30 p.m.
Saturday – temporary closed
 - b. Closed Sunday
 - c. Hours may vary during performance vacancies/approved by MCOEB.
 - d. Access to the building must be arranged with the MCOEB and/or the House Manager/Staff.
2. **Box Office Hours**
 - a. **Lessee** may schedule ticket sales in the Mary C. office.
 - b. **Lessee** is responsible for all box office personnel. The Mary C. management will not accept responsibility for ticket sales.
 - c. **Lessee** is responsible for providing change for the box office.
 - d. **Lessee** will have access to the box office only during the times stated on the rental form.
3. **Rehearsals/Tech Days/Work Days**
 - a. Rehearsals, Tech Days, and Work Days may be scheduled at any time.

- b. House Management/Staff fees are charged for the hours before 9:00 a.m. and after 4:30 p.m.- Monday through Friday. - at all times on weekends and at all times on holidays recognized by the MCOEB.
 - c. Rehearsal times must be arranged and stated on the contract form.
 - d. **Lessee** will have access to the building for rehearsals, Tech Days, and Work Days only during the times stated on the rental form.
4. **Performances**
- a. Performances may be scheduled for any time.
 - b. Access to the building is two (2) hours prior to the scheduled curtain time or as arranged with management.
5. **Load-in**
- a. Load-in times are discussed with the Manager and Technical Director.
 - b. Load in stage left door / except risers and large scenery then you use warehouse double door. **When you load in and have the door chocked open please do not leave this way because it causes condensation on the stage and looses all a/c,**
 - c. Load-in times must be stated on the contract form.
 - d. **Lessee** will have access to the building only during time stated.
6. **Strike/Load-out**
- a. Strike must follow final performance unless special arrangements are made in advance with management.
 - b. An additional charge may be assessed if Strike/Load-out is at a later date or time.

Capacity

1. The occupancy load of the Mary C. Theatre of Performing Arts is 390. No more than 400 persons are permitted in the auditorium.
2. If the number exceeds 400, the performance will be temporarily delayed by the security officials until the occupancy load is satisfied.
3. *Security officers' decisions are final.*

Accessibility

1. **Lessee** will have access to the building only during the hours specified on the "Rental Information Sheet."
2. If the **Lessee** requires access to the theater by an outside company for the purposes of videotaping, catering, etc. these times are arranged with the MCOEB House Management.
3. **The front doors in the lobby will remain locked until one (1) hour prior to the performance.**
4. **The Lessee will instruct employees, performers, and support staff to enter through the East Back Stage door.**
5. **The front doors in the lobby will remain locked until Police security is on the premises. Police security grants permission to open the doors.**

Safety

1. The MCOEB controls the Mary C. Theatre of Performing Arts. The MCOEB employees and agents, in consultation with proper officials, have the final word in regard to safety.
2. **Lessee** will maintain order and will practice all reasonable safety measures.

3. All minors under 18 years of age who may or may not be a part of a production must be carefully supervised by the **Lessee's** chaperones. The number of chaperones is to be a minimum of one (1) adult for every ten (10) children.
 4. **Lessee** will be asked to escort unsupervised or unruly minors from the building.
 5. Restricted areas for theatre employees and staff include but are not limited to the fly rail, attic, electrical cage, machine rooms, storage areas, side and lighting booms.
 6. During rehearsals, the balcony is a restricted area.
 7. At the discretion of the Management and in consultation with proper MCOEB officials, any other areas deemed unsafe will be restricted.
 8. Scenery, props, tripods, sound equipment, etc. may not be placed in the aisles of the theatre.
 9. No one is allowed to stand in the aisles or sit in the aisles in folding chairs, wheel chairs, or on the floor.
 10. The MCOEB, its agents, employees, contractors, maintenance workers, and security and fire officers shall have access to all areas of the building at all times.
 11. No **Lessee** shall in any way obstruct or hamper the business conducted in the theatre.
 12. No **Lessee** will be permitted to have keys to the building.
 13. The **Lessee** shall not place or cause to be placed additional locks on any areas of the theatre or in any way tamper with the locks.
 14. The Mary C. O'Keefe Cultural Center of Arts and Education is a Smoke-Free Building. No smoking is allowed.
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Sets/Props

The Grand Piano

1. The Grand Piano is available for use at no extra charge.
2. **Lessee** is responsible for minor repairs and tuning as needed.
3. Requests for tuning the piano must be made two (2) weeks prior to load-in.
4. The MCOEB will make all tuning arrangements. The **Lessee** is responsible for payment of piano technician's fees.
5. Props may be placed on the piano with the permission of and **under supervision of the Management.**
6. No drinks shall be placed on the piano.
7. Dancing, sitting, or standing is not allowed on the piano.
8. The Grand Piano may not be moved at any time unless permission and supervision is given by Management.

Sets, Stage, Floor, Drapery

1. **Lessee** must remove all sets and props from the building, and parking lot at load-out.
2. Anything left will be discarded unless arrangements are made in advance.
3. Attaching anything to the stage curtains by any method is strictly prohibited.
4. **Pinning, nailing, screwing, or any method of attaching anything other than specified theatrical "dance floor" tape to the stage floor or draperies is prohibited.**
5. No object, flyer, message, etc. may be attached to any wall in the Mary C. Corkboards are provided for notices or messages backstage.

Tape

1. Only approved theatrical “**DANCE FLOOR**” vinyl tape may be used on the stage floor.
 2. Gaffer’s tape may be used on metal and wooden hardware but **NOT on dance floor**
 3. No masking tape, duct tape or any other kind may be used.
 4. **Lessee** is responsible for removing the tape at the time of load-out.
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Pyrotechnics

No pyrotechnics are allowed on the grounds or in the building.

Concessions

Food Concession

1. The food concession is operated by the Friends of the Mary C. O’Keefe Cultural Center for the benefit of the Mary C. restoration fund.
2. No food vendors are allowed.
3. No food or beverages may be sold or offered for a “donation.”
4. Food and beverages may be provided, but not sold, for the cast, production staff, and backstage crew.
5. **No food or beverage allowed in the theatre.**

Vending

1. Commercial vendors, merchants, or any other entity selling any product, with or without a percentage of the profit donated to the **Lessee** will *not* be allowed.
 2. The **Lessee** will not make any arrangements with any commercial business or vendor to sell items in the Mary C., on the sidewalk in front or on the sides of the building, or in the parking lot.
 3. A **Lessee** may sell T-shirts with the organizational logo(s). Videos, tapes or CD’s produced by the Lessee may be sold.
 4. **Lessee must restrict items to one (1) table located on the north side of the lobby.**
 5. **The table may not obstruct the lobby or exits in accordance with the fire codes.**
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Alcoholic Beverages

1. A request from the **Lessee** for serving alcoholic beverages must be made in writing sixty (60) prior to date of reservation for consideration by the Management, Security personnel, and other Mary C. representatives.
2. Additional police/fire security may be required.
3. No alcoholic beverages may be sold or be offered for a “donation.”
4. All applicable rules and regulations of the State of Mississippi must be followed.

Reservations

1. Reservations are considered in the order in which they are received.

2. The MCOEB events take precedence.
3. To make a reservation, call the office to discuss with the Management the open dates. A “hold” is placed on the date(s) for ten (10) business days.
4. If a desired date is reserved, the Manager will place a second “hold” on the date.
5. **Lessee** will be sent contract rental forms within ten (10) business days following the initial contact for a reservation.
6. **Lessee** will have ten (10) business days after the contract mailing date to return the forms with the security deposit.
7. If the contract rental forms, accompanied by the deposit, are not returned during the specified time, the date will be determined to be open and available.
8. The “second hold” will be contacted and given an opportunity to reserve the facility.
9. **Lessee** may reserve dates two years in advance for the current deposit fees. Rehearsal and performance fees are subject to change after two years.

Advertising

1. NO performance or event may be advertised using the “Mary C. O’Keefe Cultural Center of Arts and Education Theatre of Performing Arts” in the copy or announcement until the contracts and deposits have been returned.
2. The Management determines placement of advertisements on the premises.
3. The Mary C. does not provide posters, poster materials, etc. for the **Lessee**.
4. The **Lessee** may request that a message announcing an upcoming event be placed, not more than one (1) month prior to the event, on the answering machine if space is available.
5. The event will be included on the Mary C. website, if possible.

Compliance with Laws and Regulations

1. **Lessee** will comply with all ordinances, laws, rules, and regulations of the City of Ocean Springs, Jackson County, the State of Mississippi, and the United States of America and all agencies and authorities in connection with copyrighted materials in the Mary C. O’Keefe Cultural Center Theatre of Performing Arts.
2. **Lessee** will assume, bear, and pay all costs from the use of patented, trademarked, franchised, and copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the performance.

Donations

1. **Lessee** may not collect cash or goods, donations for raffle/door prizes, etc. for any cause, organization, or reason without prior written consent from the Management.
2. The Friends of Mary C. collects donations and tips for the Restoration Fund.

Miscellaneous

1. The MCOEB, the Management or the City of Ocean Springs are not responsible for property of the **Lessee’s** left in the theatre.
2. Lost and found items are kept for thirty (30) days then donated to charity.
3. **Unclaimed sets, props, costumes, programs, etc. will be discarded after ten (10) business days.**
4. **Lessee** is responsible for ushers, ticket takers, and box office personnel as needed. These persons should be on hand before the front doors are opened.

5. The physical condition of the dressing rooms, stage, and backstage areas are the responsibility of the **Lessee**. Cleaning crews will remove trash that is bagged. These areas must be returned to their original condition following each event.
 6. **If Lessee fails to return dressing rooms, stage, and backstage to their original condition, an additional fee will be added to the deposit fee.**
 7. The business telephones in the Mary C. are not available for the **Lessee's** use.
 8. Special requests must be submitted in writing to the MCOEB who will forward requests to the appropriate individuals for approval or disapproval.
 9. The MCOEB leases the Mary C. O'Keefe Cultural Center Theatre of Performing Arts in "as is" condition. Every effort will be made to maintain the building, lighting system, sound system, Grand Piano, and other systems and equipment. No refunds will be made for mechanical or structural failure of the lighting system, sound system or HVAC (Heating, Ventilation, and Cooling) system.
 10. In the event that the Mary C. becomes unfit for safe occupancy by the Lessee during the period covered by the agreement, by reason of, but not limited to, fire, flood, weather conditions, energy shortages, civil disobedience, or other causes beyond the control of the Mary C., the **Lessee** will be offered an open date to reschedule the production or a refund.
 11. **Lessee** shall not assign or transfer the contract.
 12. The Mary C. is entitled to make announcements in the interest of public safety. The **Lessee** with all agents, production staff, and performers will cooperate with the delivery of announcements for public safety.
 13. The **Lessee** will not discriminate against a person due to race, color, creed, gender, or origin and will assist in complying with the Americans with Disabilities Act.
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Mary C. O’Keefe Cultural Center of Arts and Education Theatre of Performing Arts

P.O. Box 1971, Ocean Springs, Mississippi 39566-1971

Phone: (228) 818-2878

Fax: (228) 818-2886

ORGANIZATION OR INDIVIDUAL NAME (S):	
CONTACT PERSON:	
TELEPHONE NUMBER (S):	
FAX NUMBER:	
CELLULAR NUMBER:	PAGER:
WEBSITE:	E-MAIL:
ADDRESS:	
BILLING ADDRESS:	
TYPE OF SHOW:	
DATE (S) OF RENTAL:	

The person(s) requesting use of the Mary C. O’Keefe Cultural Center of Arts and Education Theatre of Performing Arts:

1. Agrees to personally accept responsibility for damage done to the facility or equipment by persons in his/her group during the reserved period of time, and will hold the MCOEB and the City of Ocean Springs harmless of any damage done to the Lessee or **Lessee’s** equipment.
2. Agrees to maintain order and control over persons in the group at all times.
3. Agrees to abide by all policies and procedures of the City of Ocean Springs, the Mary C O’Keefe Cultural Center, and all agents and employees as directed by the policy statement.
4. Will at no time permit the occupancy load of 400 persons to be exceeded.
5. Understands that this completed and signed Application for Permit accompanied by the deposit fee constitutes an agreement between **Lessor**, the MCOEB, and **Lessee**, the person(s) or organization named in the application requesting use of the facility.
6. Understands that failure to comply with all the terms of the aforementioned policy as well as violation of any federal, state, or municipal law will result in the revocation of this permit.

Total due	
Damage number date mailed	date issued
Advertising: permission granted <input type="checkbox"/> denied <input type="checkbox"/> to use "Mary C. O'Keefe Cultural Center of Arts and Education Theatre of Performing Arts" in advertising copy <input type="checkbox"/> copy of advertising provided	
Company	

DONATIONS

Other than admission

DATE
NAME
ADDRESS
TELEPHONE NUMBER (S)
BRIEFLY DESCRIBE THE PROJECT (What will be collected? Raffle? Who will collect?)

NAME OF ORGANIZATION (Does this organization have 501[c] 3 IRS tax exemption?)