

Event and Facility Use Rules and Procedures of the Bowlus Fine Arts & Cultural Center

As of 7/21/2021

The facilities of the Bowlus Fine Arts Center are used to organize and sponsor cultural, educational and arts entertainment events for the citizens of Allen County, Kansas and surrounding communities. In doing so, the Bowlus will comply with all federal, state, and local laws and any regulations of the City of Iola and regulations of the Unified School District 257 Board of Education as Trustee.

The material contained in this document is intended to define specific rules, policies, and guidelines for Bowlus staff as they work to support sponsored events in the Bowlus Fine Arts & Cultural Center. These rules are intended to be interpreted with common sense and good judgment for the purpose of providing a safe and positive experience all parties involved. The Executive Director and/or The Unified School District 257 Board of Education as Trustee reserves the right to add or modify the rules and procedures at any time.

As per the Trustee meeting on March 25, 2019, the Trustee's unanimously voted to allow the Executive Director to make changes to the rules and procedures in this document without the voting approval of the Trustee's. The Trustee's reserve the right to review the procedures at any time to ensure compliance with The Bowlus Operational Policies.

I. General Procedures

The Bowlus Fine Arts and Cultural Center is available for use under the following general conditions as listed below. These procedures apply to all rental spaces including the Bowlus Main Stage, the Dale P. Creitz Recital Hall, the Mary L. Martin Gallery, large and small rehearsal halls, a classroom and a large art studio space.

1. SCHEDULING Scheduling of events in the Bowlus will be done by the executive director who shall maintain an annual calendar of the official schedule in the Bowlus office.
 - a. Scheduling of events shall be given priority as follows:
 - i. Bowlus Series and Bowlus sponsored events and projects
 - ii. USD 257
 - iii. Allen Community College
 - iv. Iola and Allen County area arts and humanities organizations
 - v. All other arts and humanities events
 - vi. All other community events which are not arts or humanities related

- b. Due to the Bowlus' affiliation with the Unified School District 257 and restrictions set forth in the Last Will and Testament of Thomas H. Bowlus, the Bowlus reserves the right to refuse scheduling of performance events or exhibits based on content that may be viewed as inappropriate.
2. ATTENDANCE Events and exhibits which are both private and public, must observe all applicable state and federal regulations concerning non-discrimination.
3. CONTRACT NEGOTIATION The Bowlus Executive Director shall be responsible for the negotiation of contracts for all events and exhibits at the Bowlus. Contracts will be signed by the Executive Director, or other persons, as designated by the Trustee.
4. EVENT SUPERVISION A member of the Bowlus staff is required to be present for all events whether private or public. The Executive Director will determine which staff member(s) is/are necessary for each event.
5. CONFLICT OF INTEREST The Board as Trustee, Bowlus Commission members, Bowlus Executive Director and Bowlus Staff, shall avoid any conduct, action, or dealing while discharging their respective duties which creates a conflict of interest or appearance of a conflict of interest.

II. Event Promotion Procedures

1. PROMOTION RIGHTS The Assistant Projects Director will coordinate advertising materials and promotions for events in accordance with event contracts, utilizing materials provided by the agent or talent or outside rental organization
2. MEDIA
 - a. Cultural Arts Attractions
The Bowlus will utilize various forms of media for event advertising, including but not limited to newspaper, radio, television, print materials (flyers, posters, etc.), website, social media (Facebook, Instagram, etc.), e-mail, and word of mouth.
 - b. Other Events Not Produced, Sponsored or Presented by the Bowlus
The Bowlus will utilize the following forms of media within the limits of free promotional opportunities or opportunities that are within current Bowlus service agreements utilized in daily operations.
 - i. Bowlus Website
 - ii. Bowlus social media (Facebook, Instagram, etc).
 - iii. Bowlus organizational scheduled emails

- iv. Bowlus scrolling marquee, per event schedule dictated by the Bowlus

3. COMPLEMENTARY TICKETS FOR PROMOTIONAL USE The Bowlus may provide complementary (free) tickets to be used as part of the event promotions. Tickets may be awarded utilizing radio stations, social media, drawings, or other means. Distribution of tickets must follow any rules set forth in the promotion.

III. Box Office and Ticket Sale Procedures

1. TICKETS IN OFFICE The Bowlus office will retain and sell all tickets for any ticketed event within the Bowlus Center. The ticket office shall be open to the public during regular advertised office hours. No other entity shall be allowed to sell tickets for any event that takes place within the Bowlus Center.
2. TICKET FEE'S AND SALES TAX All tickets sold for events within the Bowlus Center will be assessed the current sales tax in place at time of transaction, per Kansas Department of Revenue. All tickets sold for events within the Bowlus will have, included in the price of the ticket, a per ticket service fee (\$2.00 for Bowlus events and \$2.00 for rental events). For all Bowlus Cultural attraction events, tickets sold will have, included in the price of the ticket, a \$1.00 per ticket Preservation Fund fee. There will be no transaction fees associated with tickets sold online, in person, over the phone or by mail during season renewals and season campaigns.
3. ONLINE SALES The Bowlus will maintain a website that allows patrons to purchase tickets online. Tickets shall be available for purchase beginning at 8:00 a.m. on the advertised start date, up until 1 hour prior to performance.
4. SEAT SELECTION Reserved seating will be selected based on best available at the time of purchase.
5. TICKET DELIVERY Online purchased ticket delivery will be Print at Home, Mobile, or Will-Call. Mail or Over-The-Phone tickets, which have been paid in full, will be placed in will-call or may be mailed to the patron, as requested. All tickets purchased less than 5 business days prior to the event date will be held in will-call in order to avoid any issues with mail delays.
6. WILL-CALL Tickets held in will-call will be available for pick-up any time in the Bowlus office during standard office hours. The will-call window will open in the front lobby one hour prior to the event start time.

7. DAY-OF-SHOW BOX OFFICE Any tickets not sold in advance will be offered for sale through the box office on the day of the scheduled event. The box office window will open in the front lobby one hour prior to the event start time.
8. BOWLUS CULTURAL ATTRACTION SEASON SUBSCRIPTION SALES Bowlus offers season subscription packages for their Cultural Attraction Series. Benefits of purchasing a package are:
 - a. Same seat selection prior to single tickets going on sale to public.
 - b. Current Season Subscribers have priority for renewing their seats for the following season during the Renewal Period before the New Season Subscriptions go on sale to the public. Any seat subscription not renewed during the renewal period are released for sale the day before New Season Subscriptions go on sale to public.
 - c. First priority purchases for any Bowlus Main Stage Cultural Attractions single or special event not included in a subscription package, prior to single ticket public on sale date.
 - d. First priority purchases on subscriber discounted tickets for Bowlus Dale L. Creitz Cultural Attraction performances prior to single ticket public on sale date. Once tickets go on sale to the public, subscriber discount no longer applies.
 - e. Exchange fees are waived.
9. TICKET SALES FINAL All ticket sales are final and no refunds will be given, unless one of the following exceptions occur: (1) refunds required to correct errors or mistakes in the online ordering process, or errors made by Bowlus staff, or (2) in the event of a Bowlus Cultural Attraction event cancellation, when and only when, another date and time cannot be negotiated between the presented artist and/or production, or (3) if an outside user of the Bowlus Center cancels their event and approves refunds to all ticket holders.
10. RESERVED TICKETS (Group Sales Only) Tickets which are reserved for group sales, but not paid for at time of transaction, will be held up until 5 business days prior to the event date. On the 4th business day, prior to event date, any tickets not paid for will be released for sale to the public.
11. EVENT/PERFORMANCE EXCHANGE Patrons may exchange tickets in order to obtain different seats for the same show, event date and time or different seats and admissions to another performance date and time of the same show, if offered. All ticket exchanges are subject to availability. A patron, wishing to exchange lower price level tickets for higher price level tickets MUST pay the price differential as part of the exchange and any established and published exchange fees at time of transaction. A

patron wishing to exchange higher price level tickets to lower price level tickets will NOT be refunded any balances and will owe any established and published exchange fees at time of transaction. As part of the benefits of being a Season Ticket holder, any exchange fees will be waived.

12. SHOW EXCHANGE The BOWLUS does not allow Show or Presentation exchanges.

13. RETURN TICKETS FOR DONATION PRIOR TO BOWLUS CULTURAL ATTRACTION EVENTS ONLY The Bowlus will accept the tickets as a charitable contribution and provide a receipt (total to include purchase price plus sales tax paid) which can be used for tax purposes. Bowlus reserves the right to resell any tickets returned for the event.

14. FORFEITURE. Tickets which are not picked up in will-call or are otherwise not redeemed at the event are considered as used or forfeited and no refund or exchange will be provided.

IV. Front of House Rules and Procedures

1. GENERAL STAFFING

- a. Bowlus Cultural Attraction events will utilize front of house personnel including ushers, ticket takers, box office staff, house managers, and security staff. The front of house staff may consist of Bowlus staff, contracted workers, and/or volunteers. Front of house staff requirements are determined by the Executive Director and Technical Director for each event based on contractual requirements and event attendance.
- b. For all other events, inclusive of box office staffing on ticketed events, front of house staff requirements will be determined by the Executive Director during the application and contract signing process for each event utilizing the following guidelines:
 - i. HOUSE MANAGER A house manager is required for all public events in the Main Stage and works under the direction of the Executive Director or Box Office Manager. The house manager must remain in the Main Stage main lobby during performances and be easy to locate in case of emergency. The House Manager should be knowledgeable on emergency procedures in case of inclement weather conditions or fire, and be competent to handle patron emergencies and other issues which may arise. A renter may provide their own house manager or a Bowlus house manager may be scheduled and billed accordingly.
 - ii. OTHER FRONT OF HOUSE STAFF If the renter cannot provide their own front of house support, the Bowlus will secure additional

front of house staff including greeters, ushers, ticket takers, and security personnel, as needed and billed accordingly. Front of house staff are responsible for the protection of the facility and provide for the safety and convenience of event guests.

- iii. TRAINING AND EVENT SUPPORT The Executive Director and Box Office Manager will provide training for renter volunteers and support all front of house staff during an event. Event staff should familiarize themselves with Bowlus evacuation procedures prior to each event. Evacuation procedures are posted throughout the Bowlus lobby and Main Stage interior hallways.
2. PUBLIC ACCESS For all events within the Bowlus Center, lobby areas will be opened to the public 60 minutes prior to the advertised start time of the event. Patrons will be allowed into seating areas no less 30 minutes before the event begins.
3. CURTAIN TIME The Bowlus will make every effort to begin scheduled events within five minutes of the announced starting time. A reasonable delay may be permitted with the agreement of the Bowlus Technical Director when inclement weather, traffic, or parking conditions make it necessary. Late arriving audience members shall not be seated until the first logical break in the performance.

V. Bowlus Technical Rules and Procedures

1. GENERAL
 - a. BOWLUS EQUIPMENT The contracted artist, artist representatives, and outside rental client will be permitted to use the Bowlus equipment only with authorization by and under supervision of the Bowlus Technical Director. Any malfunction of equipment should be reported to the Bowlus Technical Director immediately.
 - b. SUPERVISION All events and work on stage shall be under the general supervision of the Bowlus Technical Director, or when assigned, the Assistant Technical Director.
 - c. TIME CONSTRAINTS Absolutely no technical work will be performed in the Bowlus past 12:00 midnight without special authorization from the Technical Director with the permission of the Executive Director.

- d. CLEANING AND ORDER It is the responsibility of the Bowlus Technical Director to clean and restore order in all performance areas at the completion of work sessions or rehearsals.
- e. NO FOOD DRINK OR SMOKING There shall be absolutely NO SMOKING/VAPING in the building or anywhere on Bowlus property. There shall be NO FOOD OR DRINK in the Main Stage, spot booth or stage area unless related to production requirements and then only with the approval of the Technical Director. Water in an enclosed container is permitted.
- f. SECURITY All areas of the facility not in use should be secured and all but essential lighting extinguished.
- g. SAFETY STANDARDS FOR PRODUCTION ELEMENTS All scenery, props, etc. shall meet industry established safety standards for construction and rigging. As per the Iola Fire Department, no hay, straw, or live trees are permitted. Live flame elements, including pyro effects, will only be allowed with approved permit and fully paid permit fees set by the Iola Fire Department.

2. SUPPLEMENTARY PERSONNEL

- a. SUPPLEMENTARY TECHNICAL PERSONNEL The Bowlus may be required to hire supplementary technical personnel to assist the Bowlus Technical Director during performances to run sound, stage lighting, spot lights, etc. This crew shall be under the supervision and training of the Bowlus Technical Director and shall be paid at an agreed upon rate, not less than the minimum wage, unless the crew member has explicitly volunteered their services.
- b. SUPPLEMENTARY STAGE CREW The Bowlus may be required to hire supplementary stage crew to assist the Bowlus Technical Director during performances for load-in, loadout, wardrobe personnel, or others. This crew shall be under the supervision and training of the Bowlus Technical Director and shall be paid at an agreed upon rate, not less than the minimum wage.
- c. CREW MEMBER QUALIFICATION Minimum qualifications for stage personnel shall be determined by Bowlus. The Bowlus reserves the right to forbid or restrict the employment of any individual or organization as part of the stage crew if the management determines, in its sole discretion, that damage or injury to equipment might result from such employment or if said person or organization has previously demonstrated unwillingness or inability to abide by the policies and procedures of the Bowlus.

- d. RIGHT TO VETO The Bowlus Technical Director, or his assistant, may veto or modify any order or direction issued by the artist or artist representative if deemed necessary to protect the facility and equipment.

VI. Other Building Rules and/or Procedures

1. SIGNAGE No signs, posters, advertisements, or other displays shall be placed in the Bowlus without the express permission of the Executive Director or Bowlus representative.
2. OBSTRUCTIONS No obstructions whatsoever shall be placed on sidewalks, hallways, in doorways, or stairways of Bowlus facility. Patrons must be seated during events and must not be allowed to stand in the aisles or in the back of the Main Stage.
3. IN CASE OF ACCIDENT In case of an accident, the House Manager or any Bowlus staff member should be immediately notified. The Bowlus provides accident reports in the Box Office which must be completed anytime an accident occurs. In case of serious injury, 9-1-1 should be called immediately.
4. LOADING/UNLOADING Trucks carrying equipment may be unloaded at Bowlus loading dock located on the east side of the building, or when required, at the loading dock in the alley, and must not remain parked in the alley location once unloaded without explicit permission from the Technical Director. The Bowlus does not control nor provide reserved parking for Permittees.
5. NO FOOD OR DRINK No food or drink is allowed in the Main Stage, with the exception of water in an enclosed container. Refreshments may be served in the front lobby and lower lobby areas, in the Dale P. Creitz Recital Hall and in all rehearsal and classroom spaces.
6. NO ALCOHOL OR SMOKING OR VAPING No alcohol, smoking, or vaping, is allowed inside the Bowlus building or on Bowlus property.
7. LOST ITEMS The Bowlus shall have the sole right to collect and retain custody of "lost" articles. An effort will be made to identify the owner and return such articles; however, the Bowlus will not be responsible for incurring any costs for shipping articles to owners. After a reasonable time (not less than 30 days) all unclaimed articles shall become the property of the Bowlus Fine Arts Center.

8. OBJECTIONABLE PERSONS The Bowlus Executive Director or Technical Director reserves the right to eject or have ejected any objectionable person or persons from the facility. The term objectionable persons shall include those persons who: engage in disorderly conduct, drunkenness, disruptive behavior; or violate building policy, city, state, or federal law; or make the proper conducting or the enjoyment of that event by others difficult.
9. DELIVERIES Any material delivered to the Bowlus on behalf of the artist or representative of the artist shall be accepted only for convenience. The Bowlus shall accept no liability for damage or loss.
10. BROADCASTING AND RECORDING No performance or event presented in the Bowlus may be broadcast, videotaped, recorded or otherwise reproduced without the consent of the artist or artist representative.
11. EASE OF ENTRY All articles, exhibits, fixtures, materials, displays, etc. shall be brought into and out of the building through entrances as designated by Bowlus staff.
12. PERSONNEL AND PERFORMER ACCESS All performers, technicians, and other personnel associated with events are to use the stage entrance door when entering and leaving the premises. The stage entrance is located in the alley on the south of the center.
13. SEATING CAPACITY No one shall sell or distribute tickets or invitations in excess of the seating capacity of the Main Stage (752) or recital hall (120).

VII. Art Exhibits and Collections

1. PERMANENT COLLECTION The Bowlus maintains a permanent collection of original art and limited edition prints. The collection is the property of the Thomas H. Bowlus Trust and is displayed for the enjoyment of all patrons of the center.
2. STUDENT ART COLLECTION The Bowlus maintains a collection of art that has been purchased from Lola High School art students at their end of year art show. One or two pieces are purchased each year and become part of the student art collection which is currently on display in the lower hallway outside of the Dale P. Creitz Recital Hall.
3. SPONSORED ART EXHIBITS The Bowlus Executive Director may schedule one or more exhibits in the Mary L. Martin Gallery during the season. Exhibits may include a reception honoring an artist. Artists may be allowed to sell their artwork as part of the

exhibit with any specific terms negotiated by the Executive director and defined in a contract with the artist or gallery.

4. GIFTS OF ART The Bowlus may accept gifts of art from an artist or other exhibitor. Any gifts of art resulting from a sponsored exhibit shall be the property of the Thomas H. Bowlus Trust and should be publicly displayed in the facility.