



RIVERCENTER/ADLER THEATRE
Space Agreement Operating Policies
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Section 1
DEFINITIONS

1. Center means RiverCenter/Adler Theatre, its representatives and all facilities therein.
2. Contract or lease means the written agreement entered into by lessor and lessee, which incorporates by reference the provisions of these policies.
3. General Manager means the General Manager of the RiverCenter/Adler Theatre, Davenport, Iowa.
4. Lessee means any person, firm, association, organization, partnership, company or corporation which enters into a contract to use the facilities of the Center.
5. Lessor means the RiverCenter/Adler Theatre, Davenport, Iowa.

6. Gross receipts means all money derived from the use of the Center except that money derived from the collection of admission taxes, excise taxes, or sales taxes levied by the city, county, state or federal government.
7. Concessions, as used herein, means the use and occupancy of the Center for:
 - (1) sale of food, beverage, merchandise and convenience items commonly sold in like facilities;
 - (2) renting of items or equipment in connection with an event in the Center; and,
 - (3) taking of photographs for sale or selling in connection with an event in the Center. However, the term "concessions" shall not include the sale of products or merchandise which are part of an authorized display or exhibit for which a fixed rental is otherwise charged.
8. The River Center/Adler Theatre is owned by the City of Davenport, Iowa and operated by VenuWorks.

Section 2
AUTHORITY

1. The General Manager shall have full responsibility for the operation of the Center and shall act on behalf of VenuWorks and the City of Davenport in management, supervision and control of these premises.
2. The General Manager and designates are hereby authorized to enter into contracts with groups, individuals and firms for event in the Center which, in the General Manager's opinion, are in the best interest of the Center.

Section 3
CONTRACTS

All contracts shall be in writing on forms approved by the Center and its attorney, furnished by the Center, and executed for and on behalf of the Center by the General Manager.

Section 4
RENTAL RULES AND REGULATIONS

1. All rental fees shall be paid in lawful money of the United States, certified check or other manner deemed adequate by the General Manager. All rental fees and related charges shall be deposited with the Center.
2. The rental does not include any special services or equipment not supplied by the Center under terms of the lease agreement.
3. The General Manager shall determine the amount of the deposit paid at the time a reservation is made. A reservation is not considered firm without the deposit. Reservations recorded on a tentative basis (i.e. without deposit) may be released at any time at the discretion of the General Manager. All rentals shall be paid to the Center at least thirty (30) days prior to the event.
4. The lessee is required to furnish in writing thirty (30) days before an event any information requested by the General Manager to determine facilities, arrangements, special services and equipment necessary to the staging and proper management of the event.
5. The **deposits and rental payments are non-refundable** except in cases where the Center is unable to deliver possession of the facilities or a second lessee rebooks the canceled facility for equal or greater economic benefit to the Center. If deposit or rental balance is not paid on or before the due date specified in the lease agreement, such lease agreement is subject to cancellation by the General Manager without further notice.

- Cancellation of the Adler Theatre or any of the major halls within six (6) months of the event day or cancellation of other meeting room usage within sixty (60) calendar days of the event shall cause lessee to be liable for payment of full rental due on canceled space, as determined by, or at the discretion of, the General Manager.
6. Facility overtime rates are quoted per each hour or fraction thereof, and are applied when the facility is used in excess of the contracted rental period. Rental of a facility solely on overtime rates is not authorized.
 7. The **EVENT DAY** is that period when the facility is used to present an event attended by the public, audience or members of the group. It is also that period when the facilities used for the purpose of broadcasting, televising, recording, or filming for a commercial purpose. **The Center reserves all commercial broadcasting, television, recording and filming rights** for its own benefit, but, will consider releasing these rights for the benefit of the lessee. Bona fide **news coverage** of event **is not covered by this section**.
 8. **The NON-EVENT DAY** is that period of time when the facility is occupied by a lessee but not open to the public, audience members or members of a group and is used for any purpose not amounting to an event day. This would include rehearsals, drills, moving in and out of sets and equipment, etc. Not more than twenty (20) persons shall be permitted in the audience section at any rehearsal. The presence of **more than twenty (20) persons in the audience section shall convert a non-event day to an event day** and the lessee shall pay the event day rate.

Section 5
RENTAL SCHEDULE

Shall be determined and set annually and are maintained under separate document. The Center reserves the right to enter into negotiations traditional to both the performing arts and the convention industry varying from printed rates as appropriate.

Section 6
CONCESSIONS

1. The Center reserves all of the following concession rights for its own benefit to insure quality of service for its lessee; food concessions, banquet services, parking, operations, exhibit and utility services, security guard services, box office services and ushering services.
2. Selling of programs, records, tapes, etc... that relate to a performance, require prior written arrangements with the General Manager. Such sales are subject to a minimum payment as defined within the Rental Schedule section.
3. Concession items other than those mentioned in the previous paragraph may not be sold in the center by any persons or organizations other than the Center's staff or designated official concessionaire.

Section 7
BOX OFFICE

1. The Center, under the supervision of the General Manager, reserves the right to operate the box office for **all events** in the Center.
2. Advance sale tickets will be conducted by the Center box office staff or its official contractor. Advance sale normally ends at 5:00 p.m. on event

days, or three hours before any performance time. The Center box office staff or its official contractor will arrange for advance sale of tickets through approved ticket agencies and outlets in the area. Compensation to the agency will be at lessee's expense.

3. All tickets sold at the Center shall at all times be under the charge and control of the General Manager. The General Manager shall, at the satisfactory termination of the event, make all necessary payments to the lessee for money received from sales tickets, less expenses incurred therefor. The charges for this service and other event labor charges are on file in the General Manager's office. Exceptional conditions not covered therein will be at the General Manager's discretion.
4. The General Manager reserves the right to make determination of ticket refunds for cause in keeping with the Center's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, failure of act to show or go on stage within the reasonable time of schedule provided by lessee.

Section 8 **INSURANCE**

1. The General Manager will require the lessee to furnish evidence of public liability insurance for events. Upon written notification, lessee shall procure said insurance, which limit shall not be less than \$2,000,000.00 but may be greater when deemed necessary, for the death or bodily injury to one or more persons and damage to or loss of property in one occurrence. Lessee shall name the RiverCenter/Adler Theatre; VenuWorks of Davenport, LLC; the City of Davenport, Iowa; VenuWorks; RCPA Tenant Manager, LLC; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein as ADDITIONAL INSURED.
2. The insurance policy must remain in force during the term of occupancy and be obtained from a reliable insurance company licensed to do business in the State of Iowa. A certificate of insurance shall be filed in the office of the General Manager at least thirty (30) days prior to the event and shall contain provisions that prevent the policy from being materially changed or canceled without prior ten (10) days written notice to the Center.
3. If insurance is not required by the General Manager, the lessee shall assume responsibility for procuring any policies of public liability and property damage insurance which, in the judgment of the lessee, are desired for protection of its interest during occupancy of the Center.
4. Lessee shall be solely and entirely responsible for providing salary, wages, retirement, withholding, worker's compensation and occupational disease compensation insurance, unemployment insurance and other benefits and all taxes and premium appurtenant thereto concerning lessee's agents, employees, servants and helpers during the term of the lease and shall save and hold the Center harmless with respects thereto.

Section 9 **DAMAGE TO BUILDING AND CONTENTS**

1. Lessee shall be responsible for the payment of any and all damage to the buildings, furnishings, fixtures or equipment, whether caused by the Lessee, his exhibitors, guests or contractors, ordinary reasonable wear and tear excepted.

2. **No decorative or other materials shall be attached to any part of the building** so as to damage the building. All decorative or other materials shall be of a non-combustible type or be suitably treated with flame retardant approved by the Center's General Manager. Nor shall any person bring, exhibit or set off fireworks or explosives on the premises without the written consent of the General Manager and a permit from the Davenport City Fire Department. Damages to the premises shall be at the expense of the Lessee. Users are required to make suitable arrangements with the General Manager for the protection of the Center.

Section 10 **INDEMNITY**

Lessee agrees that it will indemnify and hold and save lessor whole and harmless of, from and against all claims, demands, actions, damages, loss, cost liabilities, expenses and judgments recovered from or asserted against lessor on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately, remotely, wholly or in part, by an act, omission, negligence of, misconduct on the part of lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any person entering upon the premises leased hereunder with the express or implied invitation or permission of lessee, or when any such injury or damage is the result, proximate or remote, of the violation by lessee or any of its agents, servants, employees, contractors, patrons, guests, licenses or invitees of the premises leased hereunder. Lessee covenants and agrees that in case lessor shall be made party to any litigation against lessee or in any litigation commenced by any party other than lessee relating to this lease or to the premises leased hereunder, then lessee shall and will pay all costs and expense including attorney's fees and court costs, incurred by or imposed upon lessor by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of lessor.

Section 11 **MACHINERY, FLAMMABLE LIQUIDS AND ELECTRICITY**

No person shall erect any engine, motor or other machinery on the premises, or use any gas, electricity, flammable liquid or charcoal therein, without advance authorization of and official permit issued by the Center and/or the Davenport Fire Department. All electrical connections for exhibits and displays must be made by the Center's utility contractor or this contractor's representative. All house equipment, lighting, sound and integrated systems must be operated by Center personnel or by a person approved by the General Manager.

Section 12 **OBSTRUCTION OF FIRE ALARMS, DOORS, PASSAGEWAYS, SIDEWALKS, CORRIDORS OR LOBBIES**

No portion of the fire alarms, fire alarm pull boxes, fire hose cabinets, sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, lighting fixtures or ways of access to the public utility of the premises shall be obstructed, or caused to be obstructed, or caused to be used for any purpose other than ingress or egress. Any damage resulting on account of any misuse of any portions of the premises shall be paid for by the lessee.

Section 13

SIGNS, POSTERS AND LITERATURE

Lessee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar or in any manner deface said premises and will not permit nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the building or premises. Signs may only be posted on billboards provided for such use and all signs and posters must relate to the event to be held on the premises. The hanging of pictures, banners or any other items on walls or draperies requires prior written approval of the General Manager.

Section 14

FACILITY CAPACITY

Persons shall not be permitted inside any facility in excess of the established capacity by center in conjunction with Davenport Fire Department.

Section 15

RELETING

The Center reserves the right to relet any portion of the facilities which become vacant during the term of the lease or any area wherein the lease therefor has been voided or canceled by either party. If Center relets because of lessee's fraudulent acts, no refund will be due first lessee of any sums paid in advance.

Section 16

ASSIGNABILITY, SUBLEASES

No lessee shall assign any lease on any of the facilities or any area therein or any rights under said lease, except for temporary subleasing of trade show space, without prior written approval of the General Manager.

Section 17

CONDITION OF LEASED PREMISES

Center management shall provide the premises in a clean, habitable condition and in the basic configuration contracted for. In the event that any lessee finds it necessary to remove or change the location of any stage, decorating, rigging, or other pre-set equipment, such changes shall be made at lessee's expense; and lessee shall agree to change all such equipment, stages and rigging back to the condition in which it was found. No lessee shall make any permanent changes or alterations without prior written approval of the General Manager. At the termination of the lease, lessee shall at once surrender possession of the premises with all of the lessee's exhibitors' and lessee's contractors' equipment removed.

Section 18

OBJECTIONABLE PERFORMANCE OR PERSONS

Any use of the facilities which is contrary to public policy, or not in the best interests of the Center, or is in violation of any laws of the United States, the State of Iowa, Scott County, the City of Davenport shall be in violation of the contract and shall be grounds for immediate revocation of the contract. Any person whose conduct is objectionable, disorderly or disruptive to facility use, or in violation of any law, shall be refused entrance or shall be immediately ejected from the premises. The lessee shall hold the Center harmless from any claim resulting from such action.

Section 19

CONTROL OF PREMISES

All facilities shall at all times be under the control of the General Manager and the right is reserved for employees of the center designated by the General Managers to enter the premises at all times.

Section 20

ABANDONED EQUIPMENT AND LOST OR MISPLACED ARTICLES

Any equipment or effects of the lessee or exhibitors remaining past the expiration of the lease period may be deemed abandoned and disposed of by the General Manager as is deemed advisable and at the cost of the owner. The center shall have the sole right to collect and have the custody of articles left on the premises by lessee's invitees and to provide for the disposition thereof. The center shall assume no responsibility for losses suffered by the lessee, his agents, servants or employees which are occasioned by theft or disappearance of equipment, articles or other personal property.

Section 21

FORCE MAJEURE

In the event that the premises leased hereunder or any portion thereof are not available for occupancy upon commencement during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or other cause beyond the control of lessor, this lease and the obligations of lessor and lessee hereunder shall terminate and lessee hereby waives any claim against lessor for damages by reason of such termination; provided, however, that any unearned portion of the rent due hereunder shall abate, or if previously paid shall be promptly refunded by lessor to lessee.

Section 22

ENTRANCE AND EXIT

All persons, articles, exhibits, fixtures, displays and other equipment shall be brought into and out of the building only at designated entrances and exits. Vehicular traffic or parking in areas on the premises not designated for that purpose shall require prior approval of the General Manager.

Section 23

LIABILITY FOR LESSEE'S PROPERTY

The center, its officials, agents or employees, shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. **Properties shall not be received until lessee has made proper arrangement** for receiving, handling and storage of such material.

Section 24

INTERMISSIONS

Lessee agrees that for performance programs lasting one and one-half (1-1/2) hours or more, an intermission of not less than fifteen (15) minutes shall be held, unless prior written approval to the contrary is obtained from the General Manager. The General Manager reserves the right to negotiate an additional fee for modification of the intermission requirement.

Section 25

PERMITS AND LICENSES

The lessee has the responsibility to obtain any additional permits and licenses required by city, country or state and shall permit inspection by those appropriate departments.

Section 26 A

SECURITY

The center shall provide, at lessee expense, security and police personnel to assure protection of center, its personnel, lessee personnel, patrons and client, as well as any merchandise or property brought on site by lessee, its exhibitors, subcontractors, and vendors. The level of security required for each event will be at the discretion of the General Manager in accordance with standards applying to places of assembly, as well as with consideration for nature of event and any other risk factors.

Section 26 B

SAFETY

The center shall provide, at lessee expense, such safety and medical personnel as may be deemed necessary by the General Manager in order to maintain an acceptable level of service and safety within the center. The lessee also shall comply with all applicable fire department regulations concerning occupancy, exhibits and procedures as outlined in the Davenport City Fire Code and/or the National Life Safety Code, Places of Assembly.

Section 27

OBSERVANCE OF LAW

All lessees of the facilities shall comply with all laws of the United States, the State of Iowa and all ordinances of the City of Davenport, including any rules and regulations for the facilities under the charge and control of the RiverCenter/Adler Theatre and Compass Facility Management, Inc. Violations by lessee may result in cancellation of the contract and discontinuance of use of the facilities unless satisfactory compliance is assured. The lessor shall make every effort to notify the lessee of violations they are aware of.

Section 28

ADVERTISING

All advertisements of performances and/or attraction for which an admission is to be charged must state the total admission prices. Lessee shall not advertise any performance or appearance of any performer, unless contracts between all parties involved have been properly executed and exhibited to the General Manager prior to signing the lease. All advertising and releases related to the event under this contract must be submitted to the Center for review 48 hours prior to release.

Section 29

PROTECTION CLAUSE

The General Manager may deny rental of any facility if, in the General Manager's professional opinion, there would be an excessive or unfair degree of competition as a result of booking a similar event in the same promotional period of time, or if said rental request is not in the best interest of the RiverCenter/Adler Theatre. (The standard promotional period is deemed 30 days prior to the event and 30 days after the event. The promotional period for dance/talent competitions is deemed to be one event per week.)

Section 30

BONDING OF EMPLOYEES

The General Manager and each member of the RiverCenter/Adler Theatre staff involved in the handling of money shall be bonded for at least \$10,000 by a bonding company licensed to do business in the State of Iowa.

Section 31

COPYRIGHT INFRINGEMENT

Lessee shall accept all responsibility for and absolve the center from any liability or expense arising out of the use of any composition, work or material covered by copyright.

Section 32

SOLICITATIONS

No collection or donation, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of the General

Manager, unless the collection donation is a free-will offering in conjunction with a religious service.

Section 33

ADDITIONAL OR UNSPECIFIED ITEMS

The center reserves the right to alter or amend these operating policies, or to set special rental and use arrangements, whether or not expressly provided herein, which may be necessary for the best interest of the center in the operation of the center and as such they shall be binding upon lessee.

Section 34

DEFAULT

In the event that the lessee shall fail to perform, keep or observe any of the terms, covenants or conditions of this contract, the Center shall give the lessee notice of such default and in the event said default is not remedied to the satisfaction and approval of the General Manager within the time specified by the General Manager, the lessee may be declared in default and all of his rights hereunder shall terminate. At the direction of the General Manager, the lessee shall vacate the Center and shall have no right to further operate therein and shall forfeit all rights under the contract to any monies due or paid the Center in the form of rents, deposits or insurance. The Center may resort to any and all legal remedies or combinations of remedies which it may desire to assert and to which it may be entitled. If the Center finds it necessary to bring suit to collect any amount owed it under the lease, the Center shall be entitled to collect reasonable attorney's fees.

Section 35

SAFETY

It is the responsibility of each lessee to familiarize himself, his exhibitors and employees with the safety procedures and regulations governing all parts of the facility used by lessee. Lessee shall explain the building evacuation plan in the event of fire or other disaster to his exhibitors and employees and shall formulate a specific plan to evacuate any physically challenged person among his exhibitors or employees.

Section 36

DISCRIMINATION

A lessee, conducting an event open to the public or for which there is an admission paid, shall not discriminate against any person, or directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication which states or implies that any facility or service shall be refused or restricted because of sex, race, color, religion, ancestry, national origin or handicap, or that any person, because of sex, race, color, religion, ancestry, national origin or handicap would be unwelcome, objectionable, unacceptable, undesirable or not solicited.

Section 37

NO SMOKING POLICY

By state law, there is a no smoking policy throughout the facility, including the restrooms.

Section 38

ACCESSIBILITY (ADA)

The lessor, the center, will endeavor to maintain program accessibility consistent with the rules and regulations of the Americans With Disabilities Act (ADA), 42 U.S.C. 12132. Lessee will not permit set up of equipment, actions of employees or exhibitors to infringe on said program accessibility.

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