

Miller Center for the Arts
Reading Area Community College

FACILITY RENTAL
Rules & Regulations

Reservations & Information (610) 372-4721 ext. 5205

Foreword

The facilities of Reading Area Community College are public, and it is the policy of the Board of Trustees to encourage the use of the facilities by the residents of the service area. Requests are subject to the approval of Reading Area Community College (RACC)

1. Priority is given to College-related functions, which includes staff and faculty and sanctioned student organization needs.
2. Events/meetings held by community groups must not interfere with the operations of the College. All community users are subject to the regulations of the College and the implementation procedures established by the College's Administration.

Terms

1. **HOURS OF RENTAL** – Miller Center for the Arts facility rental is available seven days a week from 7:00 am to 11:00pm depending upon availability and scheduled events.
2. **RESERVATIONS** – A tentative reservation may be placed on a desired room. The tentative reservation must be confirmed within fourteen (14) days with the required payment. The required payment is 50% of the rental fee. The remaining 50% of the rental fee along with a refundable security deposit must be paid fourteen (14) days prior to the scheduled event.
3. **PAYMENT** – Checks should be made payable to *Reading Area Community College*. The check face must have complete name, address and telephone number of the individual or organization making the payment. Second party checks will not be accepted. Payment can be made by cash, money order, or personal check. **Mail Payment to: Miller Center for the Arts, Reading Area Community College, 10 South Second Street, P. O. Box 1706, Reading, PA 19603-1706.**

Renters are subject to rental fees and other facility-related fees including but not limited to security, food service, maintenance personnel, IT, theater technical or media services, utilities, etc. as determined by the agreed upon contract.

4. **CANCELLATION OF EVENT** – If the Renter finds it necessary to cancel a reservation, it must be cancelled no later than thirty (30) business days prior to the function. Fifty percent (50%) of the reservation is non-refundable if cancelled less than thirty (30) business days prior to the event. If event is cancelled less than fourteen (14) business days prior to the scheduled date, the entire rental payment is non-refundable.

The Miller Center reserves the right to cancel a contracted performance and or rehearsal up to 30 business days prior to the date stated on the contract. All effort will be made to reschedule the Renters' reservation to the mutual agreement of the Miller Center and the Renter. Should an agreement not be reached following a cancellation, that day's rental fee will be refunded.

5. **RESERVATION TERMINATION & CONTROL OF BUILDING** – Authorized management of Miller Center for the Arts or Reading Area Community College reserves the right to terminate reservations for any reason during the conduct of any scheduled activity if it is deemed those activities endangering the health and safety of patrons or interfering/infringing on the rights of others are taking place, or if furnishings or facilities are incurring damage as the result of the usage.

The right is reserved at all times for any and all designated personnel of Reading Area Community College to enter the Miller Center premises and maintain control of its equipment, furniture, machinery and electrical. Service installations must at all times remain in control of the College.

6. **ALCOHOLIC BEVERAGES/SMOKING** – Alcohol may be consumed only in conjunction with official Reading Area Community College functions or approved community events at designated areas where previous approval of the President has been obtained. Approved events will be Foundation-sponsored, college-sponsored or approved community events.

The procedure for receiving approval from the President is to complete the Miller Center for the Arts Facility Use Application, including a description and date of the event, duration of event, target audience and name of company/organization that will monitor the alcoholic beverages.

Extreme caution is strongly urged in the serving and consumption of alcoholic beverages. By Pennsylvania State Law, NO PERSONS UNDER THE AGE OF 21 MAY CONSUME ALCOHOLIC BEVERAGES.

Smoking and the use of tobacco products is prohibited from all campus property.

7. **GAMES OF CHANCE** – Games of chance are not permitted by renters.
8. **AUDIO/VISUAL EQUIPMENT** – Miller Center for the Arts is able to provide a limited amount of audio/visual equipment, at no charge. When requested with adequate notice, available equipment will be reserved. Miller Center/College reserves the right to require AV/IT support.
9. **STAFFING** – Miller Center staff reserves the right to determine the competency of user personnel in operating available Miller Center equipment and, in doing so, requiring the hiring of competent personnel as a prerequisite to use of the facility.
10. **CAPACITIES** – Do not exceed capacities outlined on the Facility Rates & Dimensions Sheet. This will result in fire code violations and cause Miller Center for the Arts staff to terminate event.
11. **ADVERTISING** – Renter shall not advertise any performance or the appearance of any performer at the Miller Center prior to the signing of the Contractual Agreement, or until contractual agreements between all parties have been properly executed and exhibited to the College prior to the signing of Contractual Agreement. Renter may not use the College's name in any advertisement material, brochure or other materials, except in reference to location. All printed materials that use the College's name must be approved by the Miller Center prior to distribution.
12. **DECORATIONS/FYERS/SIGNS** – All decorations must be free-standing. The use of nails, tacks, tape of similar materials to affix decorations is expressly prohibited. Posting of bulletins, schedules, posters and announcements, etc. concerning the scheduled event shall be limited to official bulletin boards and will require prior approval of the Miller Center House Manager
13. **FURNITURE** – No furnishings from the Miller Center facility (i.e. tables, chairs) may be used outside. Clients are welcome to use tables and chairs available within the facility's inventory. Furnishings are not to be moved from one room to another unless authorization is obtained from Miller Center staff. Furnishings must be returned to the room from which they were taken immediately after the function. If special equipment is required, it must be rented through an outside vendor.
14. **PARKING** – Parking lots are part of the College facilities and thus are subject to request for use. The parking garage at Washington and Front Streets is **NO** longer free of charge renters. Requests are subject to heavy usage time restrictions. A list of all Parking Garages near the Miller Center can be provided. Only three (3) vehicles are allowed to park at the Miller Center Loading dock.

Renter agrees that persons park at their own risk and the College is not responsible for any damages sustained or any loss by fire, theft, accident, vandalism or any other acts of natural causes, etc.
15. **PUBLIC SAFETY** - Reading Area Community College and the Miller Center are obligated to adhere to the State of Pennsylvania and Berks County Fire Codes. Renters are prohibited from placing items in corridors or blocking emergency exits. Clearance must also be maintained around sprinkler heads and nothing may be attached to them. Also, the uses of flammable material, open flames or other such device are prohibited.
16. **RECORDING** – Renter agrees that no recording, visual or audio, of any kind shall be made of the event covered by the contractual agreement without prior written permission from the College. Reading Area Community College has the right to require payment for this privilege.
17. **REFRESHMENTS** – Food service must be approved by the Miller Center. Light refreshments are allowed in the Upper and Lower Lobby areas of the Miller Center. The Miller Center does not furnish coffee urns, dishes or other equipment. The restroom sinks are not to be used for washing dishes, appliance or equipment associated with concession vending. No food or beverages are allowed in the performance hall area, including the balcony. **Renters are responsible for cleaning up all concession waste after their event.**
18. **GRATUITIES** – Gratuities to College personnel are prohibited.

19. **OUTSIDE EQUIPMENT** – Equipment belonging to another organization or group using the facility may not be stored in the building without the permission of the Miller Center Production Manager. Reading Area Community College and the Miller Center will not be responsible for any equipment belonging to a Renter. All equipment, including rental items, are to be removed from the facility immediately after a function. Please mark your equipment accordingly.
20. **COPYRIGHT LICENSE** – Renter shall have sole responsibility for securing all copyright licenses and paying any related fees. Upon request, Renter will deliver proof of such licenses to the College no later than ten (10) days prior to any performance or event. Renter agrees to defend, indemnify, and hold harmless the College, its trustees, officers, employees and agents against any claims, damages, liability, injury, expenses or loss arising from any action of infringement or alleged infringement or any copyright or proprietary right.
21. **FORCE MAJURE** – Neither Reading Area Community College nor the Renter shall be liable for failure to perform in the event that such failure is caused by or is due to acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic or any similar or dissimilar cause beyond the control of the non-performing party.
22. **FIRE CODE** - The Renter will certify at the time of load in, that all scenery and/or set decorations shall be capable of withstanding the standard match test as set forth in the International Fire Code. Scenery and set decorations will be subject to fire inspection by the Presenter’s Local Fire Marshall. Proof of fire proofing must be provided upon request.
23. **RESTORATION** – The Renter will be responsible for restoring the property to its original condition and all related costs thereof.
24. **INDEMNIFICATION** – In consideration for the use of the facility, the Renter and/or its representative agrees that:
 - a. It will pay for all damages to any property of the Miller Center for the Arts and Reading Area Community College resulting directly or indirectly from the conduct of any member, officer, employee, agent or guest of the named person or organization or any of its invitees.
 - b. Reading Area Community College reserves the right to hold Renter responsible for loss or damage to college property and to recuperate any costs associated with restoring the property to its original condition.
 - c. It will hold harmless and indemnify Reading Area Community College from and against any and all liability that may be imposed upon it, for any injury to persons or property caused by the named person or organization or any other person in connection with the event.

It is understood that the Reading Area Community College assumes no responsibility whatever for any property placed in the facility in connection with an event and that Reading Area Community College is expressly released and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of an event. In signing the Contractual Agreement, the persons or organization and/or its representative agrees to abide by all of the regulations on the Rules & Regulations sheet.

Reading Area Community College also reserves the right to require clients to furnish a certificate of insurance that shows basic liability insurance coverage in the amount of \$1 million per occurrence and \$2 million aggregate to indemnify the College for loss or injury occasioned by the Renter in using the Miller Center facilities.

This document is subject to change.

I agree to the terms outlined in this document

Signature of Renter

Date

Print Name