

# Palikū Theatre Facility Use Policies

**USER RULES\*** - As used herein, "USER" means the organization making the request. The USER shall indemnify, defend, and hold harmless the University of Hawai'i and the State of Hawai'i, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability, or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident connected with the use of the facilities above assigned; (2) all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of University and campus rules and policies or the rules, regulations, ordinances and laws of the federal, state, municipal, or county governments. Further, the USER shall reimburse the University of Hawai'i and the State of Hawai'i, and their officers, employees, agents, or any person acting on their behalf for all attorneys' fees, costs and expenses in connection with the defense of any such claims. The University of Hawai'i shall be responsible for damages or injury caused by the University of Hawai'i's agents, officers, and employees in the course of their employment to the extent that the University of Hawai'i's liability for such damage or injury has been determined by a court or otherwise agreed to by the University of Hawai'i, and the University of Hawai'i shall pay for such damages and injury to the extent permitted by law and approved by the Legislature.

*\*State of Hawai'i organizations exempt.*

**INSURANCE\*** - The USER shall provide, at least 30 days prior to event, a Certificate of Insurance maintained throughout the period of use under this agreement for liability insurance in the amount of at least **one million dollars (\$1,000,000)** for bodily injury liability arising out of each occurrence and in the amount of at least one million dollars (\$1,000,000) for property damage liability arising out of each occurrence. **The University of Hawai'i and the State of Hawai'i, and their officers, employees and agents** must be listed as **Additional Insured** under the policy. *\*State of Hawai'i organizations exempt.*

**POLICIES** - Premises shall be returned upon expiration of the terms in good order and clean condition. No alterations may be made without the expressed approval of the University. We do not provide publicity, ticketing, or printing services. A list or ticket system must be used to limit seating, even for free shows. **Seats A1 and A2 are reserved for USHERS.** Reserved seating chart must be approved before sales begin. **DO NOT SELL beyond capacity.** User must clearly indicate in all promotional material that the program or activity is neither sponsored nor endorsed by the University of Hawai'i. The User will take full responsibility for: (1) any special preparation of facilities; (2) not blocking access to entrances/exits/stairwells anywhere in building; (3) restoring furniture and equipment, including theatrical lighting fixtures; (4) cleaning all areas used and disposing of trash. ; (5) preventing use of intoxicants on the premises; (6) observing and informing audience of campus-wide "No Smoking" (including e-cigarettes and chewing tobacco) ban; (7) preventing games of chance on the premises; (8) maintaining law and order; (9) turning off equipment and lights in rooms, hallways, and restrooms before leaving; (10) ensuring that persons working on and attending this function park in AUTHORIZED parking stalls only; (11) not placing tripods in rows with audience; (12) providing two ticket takers and two ushers for each performance; (13) announcing that there is no flash photography allowed. WCC is not be responsible for items left overnight.

**FOOD/DRINK/CONCESSIONS/DONATIONS** - Food and drink (other than non-glass bottled water) is prohibited onstage, in the auditorium, in lobbies, and in classrooms. Food/drink is allowed in designated areas backstage. University policy prohibits non UH-affiliated organizations from selling anything other than an admission ticket on campus. This includes the selling/pre-selling of food and/or merchandise, and accepting donations of any kind (*you may send people to a website to donate*).

**DEPOSIT** - Date(s) must be secured with a deposit of \$500, checks payable to "University of Hawaii." The deposit will not be refunded if the event is canceled with less than 30 days notice.

**INVOICING** - After your event you will receive a billing worksheet consisting of facility use charges, labor charges, and any equipment charges, minus your deposit. Upon your approval of the worksheet you will receive an invoice with payment due 30 days after your final event date.

NOTE: \$200 cleaning fee will be charged if deemed necessary.