

STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, CITY OF BUCKHANNON, TO WIT:

A regular meeting of the Buckhannon Colonial Arts Center Board was held on October 4, 2022 at 5:00 p.m. at City Hall in Council Chambers with the following in attendance:

Board Member, Chair	John Waltz	Present
Board Member, Vice Chair	Erika Kolenich	Absent
CAC Manager	Anne Wilson	Present
Board Member	Randy Sanders	Absent
Board Member	Alisa Lively	Present
Board Member	Keith Buchanan	Present
Assistant Recorder & Director of Finance	Amberle Jenkins	Present
UCBOE Arts Educator Facilitator	Jakob Spruce	Present
Director of Public Works	Jerry Arnold	Present –GTM
CAC Consultant	KB Saine	Present
MyBuckhannon	Monica Zalaznik	Present
Record Delta Newspaper	Kristen Harvey	Present
Orion Strategies	Jordan Henry	Present
Art26201	Bryson VanNostrand	Present

***City of Buckhannon Colonial Arts Center Board 5:00 P.M. at City Hall in Council Chambers
Meeting Agenda for Tuesday, October 4, 2022***

- A. Call to Order**
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests**
 - B.1 Bryson VanNostrand
- C. Consent Agenda**
 - C.1 Approval of Minutes: 09/06/2022
- D. Correspondence & Information**
 - D.1 Gift Supporting Thank you Letter
 - D.2 Movie Night Ticket-October 21-22
 - D.3 Clue on Stage-October 6-9
 - D.4 WVU Medicine St. Joseph's Hospital Logo
- E. Manager's Report**
 - E.1 Construction Updates & Remaining Steps
 - CAC Fire Marshal Inspection Report
 - E.2 Public Relations, Website, Marketing Updates
 - E.3 Programming Updates
- F. Strategic Issues for Discussion and/or Vote**
 - F.1 Management of the MIB Gallery for 2023
 - F.2 Concession Stand Area
 - F.3 Seating Proposals & Next Steps
 - F.4 Approval of the CAC Operating Policies
 - F.5 Approval of the CAC Programming Policy
 - F.6 Approval of the CAC Rental Use Agreement
 - F.7 Approval CAC Event Request/Booking Request Form
 - F.8 Approval of the CAC Core Values & Vision Statement
 - F.9 UCBOE Arts Educator Updates
 - F.10 Fundraising Sub-Committee Report
 - F.11 Partner Organization Updates-BCT
 - F.12 Event Request-WVWC -1940s Christmas Carol- December 1-3, 2022
- G. Board Members Comments and Announcements**
 - G.1 Next Regular Scheduled Meeting Date: Tuesday, November 1, 2022 at 5:00PM

H. Adjournment

POSTED 09/28/22

A. Call to Order: Chairman Waltz called the meeting to order followed by a moment of silence and pledge to the flag.

B. Recognize Guests:

B.1 Bryson VanNostrand

John Waltz reminded Members that ART26201 has an agreement to manage the Gallery until the end of the month. Agenda item F.1 will be taken up when Mr. VanNostrand arrives.

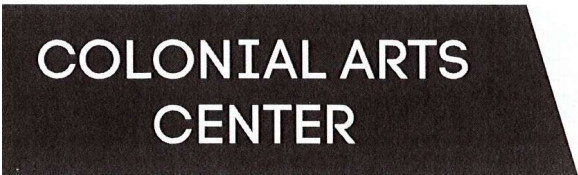
C. Consent Agenda:

C.1 Approval of Minutes 09/06/2022

Motion Lively/Buchanan to approve the minutes of the meeting held 09/06/2022. Motion carried.

D. Correspondence & Information:

D.1. Gift Supporting Thank You Letter



STEVE & LISA CAIN

September 14, 2022

Dear Steve and Lisa,
Thank you for your gift of \$7,741 that will be used for the purchase of the curtain and drapes in the main hall theater of the Colonial Arts Center.
We are thrilled to have such a generous commitment to the Arts in Buckhannon and surrounding community, as your gift will literally open and close every show on the stage!
We hope you will be able to attend events in the near future and see the results of your support first hand!

Best Regards,

KEITH BUCHANAN
CAC Board Member

304.472.1651 ext. 1060
48 E Main St. Buckhannon

anne.wilson@buckhannonwv.org
Website coming soon!

D.2 Movie Night Ticket October 21-22



D.3 Clue on Stage-October 6-9

BCT presents Clue: On Stage — Solve the puzzle at the Colonial Arts Center this week



The cast of BCT's production of Clue

D.4 WVU Medicine St Joseph’s Hospital Logo



E. Manager’s Report:

E.1 Construction updates & remaining steps

- CAC Fire Marshall Inspection Report

Jerry Arnold updated the group on the fire inspection. WV State Fire Marshal’s Office-Jeff Armentrout will authorize occupancy of the Main Hall and basement. The handrails and locksets in the basement will be completed tomorrow. Two sound people will be permitted in the sound and lighting booth.

Mr. Arnold reported that he and the contractor met with an abutting property owner to discuss work on the eastern common wall and application of stucco (water proofing material).

Everything is going well with the contractor at this time.

Colonial Arts Center Fire Marshal Inspection

Sept. 15, 2022 10 AM

Attendance: Anne, Jakob, Travis, Vince, JB, Tanner, New Tech
(fire alarm) and PASS (sprinkler)

Absent: Amby, Jerry

- PASS and Anne confirmed that the necessary NFPA booklet is hanging with the water shut off location
- It is 100% necessary that we have fire extinguishers. We need at least one in the main entrance case as well as one back stage on the main hall. Eventually I'm sure one backstage of Balcony, too (minimum size 10 lbs.)
- Tanner noted we were missing a handrail-I will confirm this with Jerry when he returns
- There is an auxiliary drain in the theatre shop in case of any extreme water emergency when water will not drain otherwise
- It appears we have a missing door at the base of the backstage staircase leading into basement hallway-need to check with Jerry on this also
- Our barricade for the basement hallway MUST be a noncombustible panel and MUST be placed in between the emergency light and sprinkler that are directly adjacent to dressing rooms. NO ONE CAN PASS THIS BARRICADE EXCEPT FOR ANNE AND ANYONE SHE GIVES ACCESS TO BUT ESPECIALLY NOT BCT CREW OR CAST!!!!!!!!
- If we don't have another door for the second entrance of the theatre shop, contractors agreed to cover with drywall temporarily
- All piping at the top of the back stairwell must be fire caulked
- Thank you to PASS for taking the tape off of the sprinkler heads in Main Hall!
- DO NOT EVER PROP DOORS OPEN OR ANNE WILL BE MAD
- We received complete approval for our main floor otherwise for use as long as the discussed restricted entryways remain locked (which Anne will make sure happens)
- We need a key box outside for JB/fire/police dept. to enter at any time
- The door leading to the basement from the lobby needs a push lock added

Department of Homeland Security
Office of the State Fire Marshal

1207 Quarrier St
Charleston, WV 25301

Phone: (304) 558-2191 Ext.20755
Fax: (304) 558-2537

Construction Inspection Report

Inspection Date	9/15/22		Construction #		Final		Last Inspection			
Plans Reviewed	Architectural		Review ID	21812		Fire Pump		Review ID		
	Fire Alarm		Review ID			Generator		Review ID		
	Sprinkler		Review ID	23963		AES		Review ID		
Facility	Colonial Theater					Building				
Occupancy	Assembly					County		Upshur		
Administrator	City of Buckhannon					Phone No.		304-472-1651		
Email						GPS				
Mailing Address	Address	70 E. Main Street								
	City	Buckhannon				State	WV	Zip	26201	
Physical Address	Address	48 E. Main Street								
	City	Buckhannon				State	WV	Zip	26201	
Construction	V 000		Sq. Feet	10,950		Height	2 s w/base			
Occupant Load	Licensed For			Current			Maximum			
Sprinkler	yes	Type		Tested	9/22		Generator	Na	Tested	
AES	Na	Type		Tested			Fire Alarm	yes	Tested	9/22
Fire Pump	Na	Type		Tested	PROJECTED COMPLETION DATE:					Sept 2022
Fire Marshal	J. Armentrout			Accompanied By		JB, Tanner, Vince, Travis				

REQUIREMENTS

Occupancy issued for Main Floor.

Full occupancy permit for the facility will be issued upon completion of the entire project.

- Extinguishers shall be installed in accordance with NFPA 1 - 13.6.1.2

NOTE: a) only first 2 dressing rooms may be used on north end of the basement. (until the rest of the basement is completed)

The Following shall be completed prior to occupancy being granted for the basement/second floor:

- railings on stairs
- lighting within the basement
- Door hardware and remainder of doors installed.

REQUIREMENTS LISTED ARE NOTIFICATION OF FIRE CODE VIOLATIONS
(NFPA – National Fire Protection Association; SFC – State Fire Code)

**Department of Homeland Security
Office of the State Fire Marshal**

1207 Quarrier St
Charleston, WV 25301

Phone: (304) 558-2191 Ext.20755
Fax: (304) 558-2537

Construction Inspection Report

NOTE: Notify this office at least 2 weeks prior to final inspection AND all Systems Test.

SUBMIT PLAN OF CORRECTIONS WITHIN 15 DAYS OF THIS REPORT

Original: Administrator
Cc: City of Buckhannon, Attn: Jay Hollen – 70 E. Main Street, Buckhannon WV 26201
Fire Marshal

File 03/11/21 cs

E.2 Public Relations, Website, Marketing Updates:

Manager-Anne Wilson gave updates on the following:

- Waiting on completion of RecDesk Software
- Tours by Middle School and gave out Colonial button pins
- Boooockhannon event plans are going well

The Window Decorating begins!



E.3 Programming Updates:

Manager Wilson reported on upcoming events:

- A request was submitted from WWWC -1940s Christmas Carol Dec 1-3. This falls in coordination with the Dickens Christmas events that have been planned in the community.
- BCT's Anniversary Show in December.

F. Strategic Issues for Discussion and/or Vote:

F.1 Management of the MIB Gallery for 2023

Mr. VanNostrand reported that ART26201 has been bearing the cost of getting artists to display in the gallery. The cost is about \$1000 per show. Housing artist, packing up art and transport of it, set up and advertising. The funding for that is drying up. He feels this is an economic tool for the community. ART26201 would love to continue it but cannot continue to do this without funding.

He requests if the city is willing to help finance some shows. There have been approximately 10 shows per year. Perhaps less shows could be held. If the City wants to continue with shows, how much would they be willing to contribute. Mrs. Jenkins reported that perhaps an “outside funding request” could be completed and submitted for Council to consider.

Mr. VanNostrand feels that the Board should decide if they want to recommend this to City Council.

Chairman Waltz feels the Board should first decide if ART26201 should continue to manage the gallery.

Mr. VanNostrand would like the CAC Board to decide how many shows that they want in the space and then once ART26201 has this, then request the funding.

KB Saine suggested that she, Anne Wilson and Jakob Spruce could discuss as part of a larger programming policy.

Chairman Waltz agreed this should be brought up again at the next meeting.

F.2 Concession Stand Area:

Manager-Wilson is not sure how to proceed with the Concession Stand area, such as equipment that might be needed and how the space will be utilized.

Chairman Waltz asked if she had looked at what other facilities are doing. He would like her to put some proposals and ideas together to present to the Board.

F.3 Seating Proposals and Next Steps:

Ms. Wilson is putting together a power point to present to City Council at the second Council meeting in November. She will give them an overview of options and approximate costs. Chairman Waltz stated that some temporary risers will be put in place that will be constructed by Keith Saine. This will give everyone some time to make decisions.

The following items were all acted upon in one motion:

F.4 Approval of the CAC Operating Policies

The Colonial Arts Center is an approximately 11,300 square foot community arts center serving the Buckhannon and surrounding Upshur County area. Formally known as the Colonial Theatre, the City of Buckhannon purchased the building in 2017 and has been completing renovation projects by partnering with faculty of West Virginia Wesleyan College, ART26201 (a local arts non-profit) and Buckhannon Community Theatre. With a full-time Education Facilitator from the Upshur County Board of Education, the Colonial Arts Center seeks a balance of community organized events and school district programming, and is available for public or private rentals.

The facility includes a 126 seat proscenium theatre with risers and all technical equipment required for a variety of events from lectures and movies to theatrical performances. In addition to the theatre, there's the approximately 580 square foot M.I.B. Gallery for art exhibits, the 2,000 square foot Balcony Theatre on our second floor for smaller shows and audiences, and the Education Center in our basement level with multipurpose studio spaces.

The operating policy manual provides a list of the policies and procedures for all users of the Colonial Arts Center, and should be thoroughly reviewed by everyone involved in use of the facility. It is the responsibility of all users to know the policies of the Colonial Arts Center and how they impact their events. If you have any questions about the operating policy manual, please contact the Manager.

Contents:

1. Making Reservations
2. Policies for Scheduling
3. Facility Rental Fees and Labor
4. Cancellation of Events
5. Legal and Safety Policies

6. Parking and Entrances
7. Policies for Use of the Gallery
8. Policies for Use of the Kitchen
9. Policies for Use of the Theatre spaces (both Main Stage and Balcony)
10. Policies for Use of the Studios
11. Theatre Events with an Audience
12. Ticketing
13. Food and Beverage in the Theatre
14. Outside Equipment Rental
15. Policies for use of the Scene Shop

F.5 Approval of the CAC Programming Policy

Colonial Arts Center Programming Policy

A. Purpose

To establish policy and programming guidelines for the use of the Colonial Arts Center in Buckhannon, WV.

B. Scope

Applies to any organization requesting the use of the Colonial Arts Center, including use of the Main Stage Great Hall, the Balcony Theatre, or the M.I.B. Art Gallery. Studio and classroom spaces will be made available and included within the scope of this Policy upon the completion of their construction. The Lobby space will at all times remain in the control of the Colonial Arts Center management.

C. Policy

1. General Statement

The City of Buckhannon maintains and administers the Colonial Arts Center for the use of citizens of Buckhannon, West Virginia and the surrounding unincorporated communities located within Upshur County, West Virginia to engage in artistic expression within commonly accepted bounds of community decency, while recognizing and honoring the core principles of free expression and rational inquiry protected by the West Virginia and United States constitutions.

2. Determination of use for the Main Stage Great Hall, the Balcony Theatre, and the M.I.B. Art Gallery

- a. **Application Process:** applications will be made available on the Colonial Arts Center and ART26201 websites. Applicants should submit applications electronically to info@ART26201 no less than one and a half months (45 days) prior to requested event date.
- b. **Review Procedure:** All applications will be reviewed by a Rental Review Committee, which will meet monthly (either in person, electronically, or via phone or video conference) to review requests. The Rental Review Committee will be comprised of one member each from the City of Buckhannon, Buckhannon Community Theatre, ART26201, and one or two individuals from local arts or educational organizations. There shall be no fewer than three members engaged in each decision.
- c. **Standards for Review/Rental Approval:** Appropriate rental requests include:
 1. Programming that is in line with the cultural and artistic values of the City of Buckhannon, West Virginia, as expressed through its representatives, including its Colonial Arts Center Board;
 2. Proof of artist contract/verification of royalties paid/letter of agreement from cooperating artists (Producers with mission or genre—specific programs may provide proof of services in the form of brochures, websites, etc.); and
 3. Execution of appropriate agreements which will indemnify and hold the City of Buckhannon, its officers, employees, or agents, harmless for any injury or damages sustained by any party whatsoever consequent to the requestor's use of the Colonial Arts Center. Such agreements are subject, as to form, to the final approval of the City of Buckhannon.

3. Priority of Use

- a. The City of Buckhannon, including its Stockert Youth and Community Center, (SYCC) Arts programming has first priority of use of all performance, cinema, and gallery spaces. All SYCC Arts programs are exempt from rental fees.
- b. The Colonial Theatre’s fiduciary partners (including the Upshur County Board of Education, West Virginia Wesleyan College, ART26201 and Buckhannon Community Theatre) will receive priority consideration, with fees to be determined by majority agreement from the Rental Review Committee on a case-by-case basis, subject to any agreements executed between the City of Buckhannon and said partners.
- c. Local arts-based or arts-adjacent entities will be considered first for all possible rental dates after calendar arrangements for (a) and (b) above.
- d. Local general non-profit and non-arts-based educational rental requests will also be considered.
- e. Civic groups’ rental requests will be considered on a case by case basis.

4. Rental Agreement

- 1. Upon approval of dates and programming, the chair of the Rental Review Committee will issue a contract to the requestor.
- 2. Requestor will return contract with a \$100 good faith deposit to secure their requested date. Said deposit will be deducted from total rental fees incurred.

5. General Rental Rate Schedule

Basic Rental Rates: (presented here with an assumption of a 3 hour minimum)

room	rental rate (per 4 hours)	technical fee	house management fee	cleaning fee
Main Stage Great Hall	\$750	\$25/hr	\$20/hr	\$100
the Balcony Theater	\$500	\$25/hr	\$20/hr	\$75
M.I.B. Art Gallery	\$500	n/a	\$25/hr	\$50

Additional expenses may be levied as needed, specific to the proposed programming. A waiver of selected fees may be determined at the discretion of the Rental Review Committee.

D. Operating Guidelines

Operating guidelines for the use of the Colonial Arts Center will be given to all government, artistic, educational, cultural and community organizations requesting facility rental by the Chair of the Rental Review Committee. By signing a rental contract, the Requestor agrees to abide by all guidelines and procedures established for the Colonial Arts Center. The Colonial Arts Center's Operating Guidelines are intended to provide the minimum policies and procedures to be followed whenever the Colonial Arts Center, in part or in whole, is in use.

E. Contracts

Rental Contracts will be maintained, updated, and issued by the Rental Review Committee, with input and oversight of the City Treasurer.

F.6 Approval of the CAC Rental Use Agreement

THE CITY OF BUCKHANNON COLONIAL ARTS CENTER USE AGREEMENT

THIS USE AGREEMENT FOR THE COLONIAL ARTS CENTER, hereinafter referred to as “AGREEMENT”, is made and entered into on XX/XX/XXXX between THE CITY OF BUCKHANNON, 70 East Main, Buckhannon, WV 26201, hereinafter referred to as “CITY” and: Company hereinafter referred to as “Renter”.

Contact for Renter: Attn: _____
Address: _____

Name/Company _____

Street _____
City, State, Zip _____

Phone: _____

Contact email: _____

In consideration of the mutual promises, covenants, and conditions stated herein, the parties hereto, intending to be legally bound, agree as follows:

1. **FACILITY USAGE:** CITY grants to **Renter** the use of the sections of the Colonial Arts Center, located at 48 E. Main Street, Buckhannon, WV 26201, mentioned below hereinafter collectively referred to as “**FACILITY**”

Facility Spaces & Rentals to include: (Check all that apply)

- ☐ **Main Stage Great Hall:** Stage, Auditorium, Dressing Rooms, Lobby, Public Restrooms
- ☐ **The Balcony Theatre:** Second Floor Theater & Dressing Rooms, Lobby, Public Restrooms
- ☐ **M.I.B. Art Gallery:** First floor Gallery, Lobby, Public Restrooms
- ☐ **Basement Studios & Classrooms:** Specified Rented Studio, Lobby, Public Restrooms

2. **SERVICES:** CITY agrees to provide to **Renter** the services specified, hereinafter collectively referred to as “**SERVICES.**” (Theatre Assistant, Box Office, etc.)

3. **EQUIPMENT RENTAL:**

CITY agrees to provide to **Renter** the equipment specified, hereinafter collectively referred to as “**EQUIPMENT**”. The Renter hereby expressly agrees that it holds, and will in every event indemnify and hold the City of Buckhannon, its officers, employees, agents, and representatives harmless for any damage, loss, theft, or misuse whatsoever of equipment brought onto property belonging or under the control of the City of Buckhannon.

The Renter expressly understands that it – and it alone – is responsible for the use, care, and condition of its equipment, and that this term is nonwaivable, nontransferrable, or modifiable absent the express, prior written agreement of the City of Buckhannon’s i) Mayor, ii) Director of Finance and Administration, or iii) City Attorney. NONE

4. **PURPOSE OF LEASE:** **Renter** agrees to use the **FACILITY** and/or the **SERVICES** for the following purpose(s): TYPE OF EVENT

5. **DURATION OF LEASE:** **Renter’s** right to use the **FACILITY** and/or **SERVICES** shall be for **1 (one)** day beginning and ending on XX/XX/XXXX. **A day is defined as a 4 (four) hour period of time.**

6. **PAYMENTS:** **Renter** shall pay to **CITY:**

A Non-Refundable Deposit (\$100.00) to be paid with the return of this signed agreement to hold a date more than 30 days in advance of the rental.*

Remaining 50% of Facility and Service fee(s) [see chart for calculations] due at least thirty (30) days prior to the date of the event.

Balance of rental and service fee(s) [see chart for calculations] due on or before the day of the event.

Any additional charges incurred by the Renter will be invoiced after the event. The failure of the Renter to use all of the above described FACILITY and/or SERVICES during the times specified in this agreement shall not entitle Renter to a refund and/or rebate of the fee herein.

*Studio Classroom rentals shall be paid in full on or prior to the date of their rental.

7. **PUBLICITY/ADVERTISEMENTS/PROMOTIONS/PROGRAMS:**

Prior to printing or publishing any publicity materials, Renter must submit to The Chair of the Rental Review Committee any and all promotional materials or program materials intended for use by the Renter to promote their event for approval. The following disclaimer must be clearly displayed or stated on all print, broadcast, web-based, or otherwise formatted advertising, promotional and program material: **"This program is not a production of The Colonial Arts Center." Failure to comply will result in a breach of contract and may result in cancellation of contract or future rental refusal.**

Renter is to send final proofs and/or scripts to the chair of the Rental Review Committee for written approval PRIOR to public dissemination of advertisements, promotional and program materials.

8. LIABILITY OF Renter: **Renter** shall assume all liability for any injury to persons or damage to property that may arise from any accident that occurs on or about the **FACILITY** as a result of the use and/or occupancy thereof by **Renter**.

9. RETENTION OF DEPOSIT: Except as provided in Paragraph 13 hereinafter, any failure by **Renter** to use and/or occupy the **FACILITY** and/or **SERVICES** in the manner herein provided shall not entitle **Renter** to a return of the deposit.

10. SECURITY: **Renter** shall provide at **Renter's** expense adequate and appropriate supervision and security as to insure the safety and security of the public, personnel and **FACILITY** during occupancy.

11. INSPECTION: **CITY** reserves the right to enter any and all parts of the **FACILITY** at times for the purpose of examining same to ensure compliance by **Renter** with the terms of this Agreement.

12. SIGNAGE/DECORATION/ADHESIVES: **Renter** shall not in any way alter the **FACILITY** without the prior consent of **CITY's representative**.

To ensure compliance with the limitation hereby imposed on the **Renter**, **CITY** reserves the right to place reasonable restrictions upon or prohibit the affixation by **Renter** of any nails, spikes, lighting, posters, signs, or adhesive-backed items such as stickers, tape, etc. to any part of the **FACILITY**. Absolutely no masking, painter's, or duct tape shall be used to mark the stage or floor in performance spaces. **Renter** shall provide at **Renter's** expense all spike and glow tape necessary for such use.

13. COMPLIANCE WITH LAWS: **Renter** shall comply with all laws of the United States and of the State of West Virginia, all ordinances and codes of the City of Buckhannon and all rules established by **CITY**, and **Renter** shall not allow to be done anything in the **FACILITY** in violation of any such laws, ordinances, rules, or regulations. **CITY** shall satisfy itself that every aspect of any performance, exhibition, or other form of entertainment which shall be part of the use and/or occupancy of the **FACILITY** will not violate any applicable law, ordinance, rule or regulations.

14. DUTIES OF CITY: In consideration of the rental agreement to be paid by **Renter**, **CITY** shall provide for use by **Renter** during the times stated herein adequate janitorial services, existing standard lighting and sound systems, heating and air conditioning, and utilities.

15. REFUNDS: In the event **Renter** does not use and/or occupy the **FACILITY** and/or **SERVICES** as herein provided, refunds of the initial deposit of the **Renter** will be permitted in the following events:

a. Where **Renter** gives written notice of cancellation at least **thirty (30)** days, or such shorter period of times as the **CITY** shall, in its sole discretion, determine appropriate, prior to the commencement of the permitted use and/or occupancy; or

b. When the use and/or occupancy is prevented by **CITY**, provided, in such event, **CITY** may, in lieu of returning such deposit, credit same to a future date and time if such date and time can be mutually agreed upon by **CITY** and **Renter**; or

c. **FORCE MAJEURE:** The contracted event under this agreement is subject to cancellation due to acts of God, war, government regulation, natural disaster, strike, civil disorder or any other emergency beyond the **CITY's** control.

16. NO LIABILITY: **CITY** assumes no responsibility for losses suffered by **Renter**, its agents, employees, or invitees, on or about the **FACILITY**, **including losses occasioned due to use, misuse, loss, theft, or damage of the Renter's property or equipment**. **Renter** agrees that **CITY** shall not be liable for any or all of the liabilities that **Renter** shall incur during **Renter's** use and/or occupancy of the **FACILITY**.

17. LIABILITY INSURANCE: In connection with **Renter's** use and/or occupancy of the **FACILITY**, **Renter** shall maintain insurance, in full force and effect, during **Renter's** use and/or occupancy of the **FACILITY** herein described. Based upon an occurrence form through an admitted carrier in the State of West Virginia in the amounts set forth below covering bodily injury and property damage liability including, but not limited to, premises and operations, product and completed operations, contractual, broad form property damage, independent contractors and personal injury coverages.

Renter shall furnish **CITY** prior to **Renter's** use and occupancy of the **FACILITY** with a certificate of insurance naming **CITY**, its officer, employees, and agents as additional insured; also providing that the insurance evidenced thereby will not be canceled prior to the expiration of this agreement or until **CITY** shall have received written notice of such termination. Said insurance shall provide not less than \$1,000,000.00 for injuries or deaths or property damage in one accident and \$1,000,000.00 aggregate during the policy year.

18. CATERING: If food services and/or alcoholic beverages is involved, and such food services and/or alcoholic beverage caterers are to be provided by other than **Renter**, **Renter** agrees to use only such food service and/or alcoholic beverage caterers as are approved in advance by **CITY**. **Renter** understands that the agreement for such food services and/or alcoholic beverages is to be solely between the **Renter** and

such caterer, and all details concerning such food services and/or alcoholic beverages is to be arranged between **Renter** and such caterer, without the involvement of the **CITY**.

19. SEATING CAPACITY: In no event shall the seating or occupancy capacity of the **FACILITY** be exceeded. (Bryson: do we have these numbers? Should we include them here?)

21. OBSTRUCTIONS: The use and/or occupancy of the **FACILITY** by **Renter** pursuant to the Agreement shall at no time obstruct access to or exit from the Colonial Arts Center or any portion thereof.

22. FLAMMABLE MATERIALS: **Renter** will not do, nor permit to be done, anything in or upon any portion of the **FACILITY** or bring or keep anything therein or thereon which will in any way conflict with the then existing fire code promulgated by the City of Buckhannon and the City of Buckhannon Fire Department, or which will in any way create and/or perpetuate any unsafe condition as deemed appropriate by **CITY** and/or its agent. (again, Bryson: we're going to need to have a flammables cabinet somewhere in the basement. is that something we'll need to address, especially for BCT?)

23. SMOKING POLICY: The Colonial Arts Center is a **NON-SMOKING building**. **Renter** shall not permit the use of tobacco products on the premises. Any smoking performed or simulated onstage must be approved in advance by the Chair of the Rental Review Committee.

24. ADDITIONAL PERSONNEL: Except as specified in Paragraph 2 of this Agreement, **CITY** will provide no additional personnel to the **Renter**. Hiring, training, and supervision of crew and/or stage hands or other support personnel is the sole responsibility of the **Renter**. **Renter** shall provide an adequate number of these personnel required for the **Renter's** intended purpose. Such personnel, especially those who will have contact with the public, should be neat in appearance and orderly and polite in their speech and conduct. **Renter** shall replace or dismiss any of such persons who do not meet with the approval of **CITY** immediately upon a request from the **CITY**.

25. RESTITUTION: **Renter** shall take no action that would in any manner deface or destroy the **FACILITY** and/or **EQUIPMENT**, or any part thereof, and **Renter** agrees to make full restitution or payment for any such damages which may occur during the use and occupancy of the **FACILITY** by the **Renter**. **Renter** assumes full responsibility for any damage done to the **FACILITY**, or to the **EQUIPMENT** therein, which may occur during the use and occupancy of the **FACILITY** by **Renter**.

26. OBJECTIONABLE PERSONS: **CITY** reserves the right to remove from the **FACILITY** any person whom **CITY** at its sole discretion deems objectionable. Neither **CITY** nor any of its officers, agents, or employees shall be liable to **Renter** for any damages that may be sustained by **Renter** through the exercise of this right.

27. CONCESSIONS: The **CITY** reserves the right to operate a concessions before the event and during intermissions unless otherwise agreed to in advance between the **CITY** and **Renter**. **Renter** will have no claim to proceeds nor part in expenses of operating said concession.

MERCHANDISE: The **CITY** reserves the right to manage all merchandise sales before the event, during intermissions, and after the performance. **Renter** may agree to sharing profits from sales of **Renter's** merchandise managed by the **CITY**. **Renter** and **CITY** will agree to aforementioned profit rate in advance of any merchandise sales, not to exceed 20% of the total of **Renter's** sales.

IN WITNESS WHEREOF, the parties to this agreement have affixed the signatures as follows:

CITY: The Colonial Arts Center

BY: _____

(Please Print Name)

Date: _____

Renter: _____

BY: _____

(Signature)

(Please Print Name)

BY: _____

(Signature)

(Please Print Name)

Date: _____

NOTE: This contract is not valid without receipt of deposit, proof of insurance and signatures of CITY and Renter. In the event of rental for theatre production or showing of a film, the CITY will also require proof that all appropriate licensing and rights have been obtained by Renter. Musical acts are responsible for reporting and payments to ASCAP and BMI when appropriate.

F.7 Approval of CAC Event Request/Booking Request Form

Colonial Arts Center Event Request Form

All requests to hold events should be submitted at least 45 days in advance of event date prior to the next Colonial Arts Center Board (CACB) meeting to be considered for approval. CACB meets the first Tuesday of each month at 5:00 pm at City Hall.

Name of Event: _____ Person in Charge of Event: _____

Type of Event: _____ Name of Sponsoring Org: _____

Date of Event: _____ Start Time: _____ End Time: _____

Address: _____ Phone: _____ Email: _____

Event Size (number of attendees): _____

Event Rules:

1. The City facilities are maintained for use and enjoyment by our citizens. The City does require that all planned events be approved in advance of the gathering. Commercial events and certain organized gatherings may be required to show evidence of a valid General Liability Insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any one person). If so, a certificate naming the City of Buckhannon, WV as an additional insured must be received before access to the facility is granted.
2. Organizers must submit, within thirty (30) days of the start of the event, a virus mitigation plan, indicating the measures to be taken by the organizers to prevent COVID-19 transmission between individuals within the event venue. Suggested measures include the installation of hand-sanitizing stations, the mandated use of masks and social distancing, screening for COVID-19 symptoms, and other measures. Failure to submit this plan in a timely manner will result in revocation of any permissions granted, and the cancellation of any permits issued, related to the event.
3. A hold harmless agreement must be provided.
4. Tobacco, alcoholic beverages, and gambling are prohibited.
5. Organizations using city property are responsible for the conduct of participants and spectators and must make adequate provisions to handle anticipated crowds.
6. Permission for use, when granted, is for specific rooms or areas within the Colonial Arts Center. The remaining areas of the facility are not to be used or entered.
7. Any markings for events must be made with removable tape. If outside, it must not interfere or conflict with any traffic or utility signage or signals. Markings must immediately be removed as the event is concluding. Paint and chalk are prohibited. Event signage must be distinguishable from traffic signs and organizers must have the name of the event on the signage. Markings and signage not removed by the organizer(s) will be removed by City personnel and the organizer(s) and/or Event will be billed for any labor and materials.
8. When city equipment is used, a designated city employee must be present and have general supervision of the equipment.
9. No signs, banners, pennants, etc. are permitted in or on city buildings. All decorations, furnishings, and equipment provided by the renter shall be installed and removed under the supervision of city personnel.
10. When, in the opinion of the City, police officers are needed to protect event participants, the public, or City property, police officers will be assigned.
11. The City may cancel any facility use, permit, or previously approved event if it does not comply with the guidelines published by the West Virginia Department of Health and Human Resources or by the Governor related to the pandemic safety measures. Events may also be cancelled for any of the following causes: acts of God (including extreme weather), accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations. Changes in published guidelines after request approval and prior to the event may result in cancellation of the event. If guidelines cannot be followed, the event will be cancelled or rescheduled.

Signature of Person in Charge of Event: _____ **Phone No:** _____

Location of Event in the CAC: _____

Will there be vendors? Yes/No

Vendors are subject to the same Event Rules as the event organizers.

If YES,

What will be sold? _____

Does the vendor have the necessary City License? Yes/No

Does the vendor have Event Insurance? Yes/No

Please list contact information for any additional key staff members: _____

Office Use

Date Received: _____ Date Presented to Board: _____

Approved by: _____ Denied: _____ (attach reason for denial)

Will pre-event meeting be required? Yes/No

(Circle attendees) Police Dept. Fire Dept. Street Dept. Water Dept. Sewer Dept.
Waste Dept. Engineering Administrator Mayor OEM Director
Other: _____

Main Stage Great Hall

The Main Stage Great Hall is a theatre space holding up to 126 seats featuring a main level with risers for unobstructed views of the stage. It features all new theatre seating in addition to new stage rigging, curtains, lighting, sound systems, and a high definition projector and screen. Behind the scenes, the great hall has a fully renovated green room, dressing rooms, and a kitchenette in the basement level with restrooms. Serving the patrons is the new concessions area in the lobby.

Weekdays (Mon-Thurs)	4-hour rental	Small (1-60 ppl) \$125.00
	8-hour rental	Large (61-126 ppl) \$250.00
Weekends (Fri-Sun)	4-hour rental	Small (1-60 ppl) \$225.00
	8-hour rental	Large (61-126 ppl) \$350.00
Technical Director	REQUIRED for all rentals	Small (1-60 ppl) \$200.00
		Large (61-126 ppl) \$450.00
		Small (1-60 ppl) \$325.00
		Large (61-126 ppl) \$550.00
Seating		Capacity
Main Floor Seating	Theatre-style seating including risers with padded cushion and back Handicapped Accessible	126 people
Included		
<ul style="list-style-type: none">• Custom Message on Marquee• Lobby Sign Display• Lobby and Restrooms		<ul style="list-style-type: none">• Greenroom and Dressing Room Access• Standard A/V Equipment (contact CAC for further details)
Space Add-Ons		
Background Music		\$30.00
WIFI (Presenter Only)		\$15.00
WIFI (Leadership Team)		\$40.00
WIFI (All Occupants)		\$150.00
Projection Hookup*		\$100.00
Lighting/Audio Technicians		Custom Quote
Stage Customization		Needed
Ticketing/Marketing Package		Custom Quote
Private Movie Screening		Needed
Concession Services		Custom Quote
Bottled Water		Needed
Snack Box		Custom Quote
		Needed
		\$20.00/hr.
		\$1.00/bottle
		\$3.00/person
*Client must bring a laptop/device equipped with an HDMI output in order to show custom content		

Hold Harmless Agreement-Colonial Arts Center Event Request

To the fullest extent permitted by law, the ORGANIZATION agrees to indemnify, defend and hold the COLONIAL ARTS CENTER and its departments, officials (whether elected or appointed), employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses - including but not limited to court costs, attorneys' fees and alternative dispute resolution costs - for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are caused in whole or in part by:

- 1) Any action or omission, negligent or otherwise, of the ORGANIZATION, its employees, agents or volunteers or ORGANIZATION'S subcontractors and their employees, agents or volunteers; or
- 2) Are directly or indirectly arising out of, resulting from, or in connection with performance of this EVENT; or
- 3) Are based upon the ORGANIZATION'S or its subcontractors' use of, presence upon, or proximity to the property of the COLONIAL ARTS CENTER.

This indemnification obligation of the ORGANIZATION shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the COLONIAL ARTS CENTER. This indemnification obligation of the ORGANIZATION shall not be limited in any way by the application of any worker's compensation act, disability benefit act or other employee benefit act, and the ORGANIZATION hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ORGANIZATION are a material inducement to the COLONIAL ARTS CENTER to allow the EVENT upon COLONIAL ARTS CENTER property and are reflected in the ORGANIZATION'S fees to the COLONIAL ARTS CENTER for the EVENT.

Event/Organization

Authorized Representative

[Printed]

Colonial Arts Center

Received (Date):

By:

F.8 Approval of the CAC Core Values and Vision Statement

Core Values of the Colonial Arts Center

1. **Community-** we believe in being committed to diversity, equity, and inclusion with our programming by welcoming differing viewpoints, backgrounds, and experiences
2. **Creativity-** we believe in self-discovery and self-expression for anyone with a creative spirit and we take pride in the ability to offer multiple disciplines for artists to explore
3. **Excellence-** we believe in offering the highest of quality arts programming to the public, because we believe that by providing the public with our best efforts, they will trust us to continue to cultivate arts here in Buckhannon
4. **Respect-** we believe in offering an artistic environment that is safe, open-minded, and healthy for all ages where elevating each other's artistic ability is the normal atmosphere

Vision Statement

At the Colonial Arts Center, we aim to provide a creative outlet to inspire all types of artists with multiple venues and programs. Through partnership and collaboration, we intend to expand local culture and the arts scene of Buckhannon.

Motion Buchanan/Lively to approve these items. Motion carried. All items F.4 – F.8 are on file at City Hall.

F.9 UCBOE Arts Educator Updates:

Jakob Spruce updated the group:

He has been working on project that would involve the Middle School, City Council and community organizations. A grant would fund a project called inside-out that would pay for portraits printed on biodegradable materials and placed on either sidewalks or streets. They would like these up by Strawberry Festival. The purpose is to engage the community. A one-night event would be held at the CAC to discuss the project and have students show case something specifically.

He has also been speaking with local organizations about evening time lessons.

He asked on thoughts of how the CAC Board feels the fees for class should be split with teachers. Mr. Spruce will work on a proposal.

F.10 Fundraising Sub-Committee Report:

Keith Buchanan reported on a couple of meetings. Mr. Buchanan presented a donation from a couple that are donating toward the costs of the drapes.

Motion Buchanan/Lively to order the drapes with the donation that was just submitted. Motion carried.

The Colonial Arts Center Board Members have also committed \$200 each toward the CAC.

Mr. Buchanan is compiling information on the donations that have been made toward the Colonial Theatre.

Some sales have been made for t-shirts and information and a Thank you note will be sent to large donors.

Donors should be recognized in some manner to be determined.

He is working on a campaign goal.

F.11 Partner Organization Updates-BCT:

BCT is currently working on the stage play, Clue to be held this week and an Anniversary show in December.

F.12 Event Request-WVWC – 1940’s Christmas Carol – December 1-3, 2022

Colonial Arts Center
Event Request Form

All requests to hold events should be submitted at least 45 days in advance of event date prior to the next Colonial Arts Center Board (CACB) meeting to be considered for approval. CACB meets the first Tuesday of each month at 5:00 pm at City Hall.

Name of Event: 1940s Christmas Carol Person in Charge of Event: Keith Saine

Type of Event: play Name of Sponsoring Org: WVWC Dept of Theatre

Date of Event: Dec 1-3 Start Time: 8pm End Time: 10pm

Address: Phone: 804 298 4010 Email:saine_k@wvwc.edu

Event Size (number of attendees): 125

Event Rules:

- The City facilities are maintained for use and enjoyment by our citizens. The City does require that all planned events be approved in advance of the gathering. Commercial events and certain organized gatherings may be required to show evidence of a valid General Liability Insurance with limits not less than \$1,000,000 per occurrence,\$2,000,000 in the aggregate, and \$5,000 medical expense (any one person). If so, a certificate naming the City of Buckhannon, WV as an additional insured must be received before access to the facility is granted.
- A hold harmless agreement must be provided.
- Tobacco, alcoholic beverages, and gambling are prohibited.
- Organizations using city property are responsible for the conduct of participants and spectators and must make adequate provisions to handle anticipated crowds.
- Permission for use, when granted, is for specific rooms or areas within the Colonial Arts Center. The remaining areas of the facility are not to be used or entered.
- Any markings for events must be made with removable tape. If outside, it must not interfere or conflict with any traffic or utility signage or signals. Markings must immediately be removed as the event is concluding. Paint and chalk are prohibited. Event signage must be distinguishable from traffic signs and organizers must have the name of the event on the signage. Markings and signage not removed by the organizer(s) will be removed by City personnel and the organizer(s) and/or Event will be billed for any labor and materials.
- When city equipment is used, a designated city employee must be present and have general supervision of the equipment.
- No signs, banners, pennants, etc. are permitted in or on city buildings. All decorations, furnishings, and equipment provided by the renter shall be installed and removed under the supervision of city personnel.
- When, in the opinion of the City, police officers are needed to protect event participants, the public, or City property, police officers will be assigned.
- The City may cancel any facility use, permit, or previously approved event if it does not comply with the guidelines published by the West Virginia Department of Health and Human Resources or by the Governor related to the pandemic safety measures. Events may also be cancelled for any of the following causes: acts of God (including extreme weather), accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations. Changes in published guidelines after request approval and prior to the event may result in cancellation of the event. If guidelines cannot be followed, the event will be cancelled or rescheduled.

Signature of Person in Charge of Event: Phone No: 8049284010

Location of Event in the CAC: Main Auditorium/Lobby/Box office

Will there be vendors? Yes/No

Vendors are subject to the same Event Rules as the event organizers.

If YES,
What will be sold? Concessions at intermission
Does the vendor have the necessary City License? Yes/No
Does the vendor have Event Insurance? Yes/No
Please list contact information for any additional key staff members: Concessions will be sold by department students as fundraiser for Alpha Psi Omega honorary Fraternity.

Office Use

Date Received: _____ Date Presented to Board: _____

Approved by: _____ Denied: _____ (attach reason for denial)
Will pre-event meeting be required? Yes/No

(Circle attendees) Police Dept. Fire Dept. Street Dept. Water Dept. Sewer Dept. Waste
Dept. Engineering Administrator Mayor OEM Director
Other: _____

Motion Buchanan/Lively to approve the event request. Motion carried.

G. Board Member Comments and Announcements

G.1 Next regular scheduled meeting Date: Tuesday, November 1, 2022 at 5:00 pm.

Waltz- Next meeting:

- Will take up the matter of ART26201 management of gallery
- An update of seating will be discussed
- Mr. Spruce will give an update of the educational programming

Lively – Asked to be forwarded any social media posts so she can post them on WVWC Bobcat media

There being no further business to be transacted, meeting adjourned at 5:52 pm

Chairperson John Waltz

Vice Chairperson Erika Kolenich