

Scherr-Howe Event Center

Building Policies and Procedures Manual

Effective Date:

SECTION 1: TICKETS AND ACCESS

A. SALE OR DISTRIBUTION OF HARD TICKETS:

The Lessee may sell tickets for its events.

Tickets for any event may not go on sale to the public until a Lease Agreement has been signed by both parties and the rental fees have been paid to Lessor.

Seating capacity for the Scherr-Howe Event Center is 1400 people. That includes seating for four (4) wheelchairs in the handicapped seating area.

B. ADMISSION POLICY:

1. All Scherr-Howe Event Center patrons shall be prohibited from bringing food and beverages, bottles, can, containers, alcoholic beverages, projectiles, weapons, items which may be used as weapons, incendiary devices or any controlled or illegal substances onto the Scherr-Howe Event Center premises, without prior permission from Lessor.

2. The LESSOR reserves the right to conduct a reasonable search of all persons and their possessions prior to entry. Persons entering or leaving the Scherr-Howe Event Center may be subject to a reasonable inspection of cartons, containers, packages or person in order to ensure the safety of the general public and to reduce the likelihood of theft.

3. No glitter, confetti, cans of silly string, toilet paper, air horns, lighter than air or helium balloons are permitted inside Scherr-Howe Event Center, without prior permission from Lessor.

4. No animals will be permitted in Scherr-Howe Event Center unless the animal is part of the show, or if the animal is a working Service Animal in the company of a disabled person.

5. A special request must be made to leave animals or any person associated with the EVENT in Scherr-Howe Event Center overnight or during non-working hours and coordinated with Lessor.

6. In the interest of public safety, Scherr-Howe Event Center management may, at its sole discretion, require the presence of Mobridge Police Officers during certain events which may adversely impact public health, safety or welfare.

In the interest of public safety, Scherr-Howe Event Center may require at least one (1) Event Security stationed at each public entrance for each event. The cost of the Event Security will be billed to the LESSEE.

Crowd Control: All services relating to event safety that may include crowd movement, ushering, badge checking, ticket taking, perimeter coverage, fire watch and other staff considered necessary to maintain the public's safety. It does not include building security.

C. ADA SPECIAL NEEDS INFORMATION:

For special needs seating requirements, please contact our office at 605-845-3700. Scherr-Howe Event Center companion policy allows visitors with special needs, to have one guest purchase an additional ticket in the designated ADA seating area. Handicapped seating area has room for four (4) chairs, but can be expanded if pre-arranged with Lessor.

D. EXTERIOR DOORS:

Under no circumstances shall any exterior doors be propped open or altered in any way, unless done so by Scherr-Howe Event Center Staff.

E. RIGGING/HANGING:

Any rigging or hanging items from the Scherr-Howe Event Center ceiling or roof must have prior approval of Lessor and be done by approved Scherr-Howe Event Center personnel.

F. CREDENTIALS OR WORKING PERSONNEL:

All contractors, working personnel, temporary labor and other personnel working the event must enter and exit Scherr-Howe Event Center through designated entrances.

SECTION 2: ADVERTISING AND PUBLICITY

A. RELEASE OF ADVERTISING AND PUBLICITY:

LESSEE shall not advertise or publicize the event until the Scherr-Howe Event Center Lease Agreement is fully executed and all rental fees are paid.

B. BLOCKING/COVERING SCHERR-HOWE EVENT CENTER SIGNS AND OTHER AREAS:

Scherr-Howe Event Center's permanent signs, and displays may not be visibly blocked in any manner nor may temporary signs or decorations be attached to permanent building signs, fire extinguishers, safety notices, or the murals.

Utility panels, hose cabinets, exit doors, exit lights and related items at no time shall be covered or blocked during the event. Clear and unimpeded access shall be maintained at all times to Scherr-Howe Event Center rest rooms and exits.

C. SOLICITATION:

Lessee shall not permit attaching flyers to the front doors of the Scherr-Howe Event Center. An alternative to posting flyers on the doors of Scherr-Howe Event Center is to post the event to the Community Calendar, which is managed through the Mobridge Area Chamber of Commerce.

No adhesive-backed, stick-on decals or similar items shall be used or distributed on Scherr-Howe Event Center property. Any such decals or sticker which are adhered to any surface of Scherr-Howe Event Center or on any equipment belonging to the LESSOR shall result in the LESSEE paying the LESSOR \$5.00 per sticker for the removal of the sticker. Magnetic backed decals are allowed.

LESSEE shall pay LESSOR the sum of \$5.00 per item for all flyers, handbills, stickers or other advertising, solicitation or publicity materials found on Scherr-Howe Event Center premises after termination of the Lease.

No helium filled balloons shall be handed out in the facility unless prior approval has been given. Any balloons which are released and float to Scherr-Howe Event Center ceiling shall result in the LESSEE paying the LESSOR \$5.00 per balloon for their removal.

SECTION 3: EVENT SERVICES & CONDUCT OF ATTENDEES

A. PROHIBITED ACTIONS:

Abusive language, threat, assault, vandalism, theft, use of unauthorized alcoholic beverages and all other inappropriate actions may result in immediate removal from the Scherr-Howe Event Center and arrest or prosecution of the parties involved.

B. MEDICAL STAFFING:

In order to provide a safe and secure event for LESSOR and LESSEE'S patrons, emergency medical personnel may be provided during event times. The cost of these personnel will be paid by the LESSEE unless stated otherwise in the Lease Agreement.

C. SMOKING:

Scherr-Howe Event Center is a smoke-free facility. Smoking inside Scherr-Howe Event Center may result in immediate removal from the building. No tobacco products, including chewing tobacco, may be sold or handed out as samples anywhere on Scherr-Howe Event Center property.

D. PARKING AREAS:

Scherr-Howe Event Center employee parking areas are reserved on the north side of building. Free parking is available for events in the front and back of the Scherr-Howe Event Center. Buses and trailers are asked to park in the back. Unloading areas are available on the north side entrance for large items.

E. BANNERS/POSTERS:

To the extent allowed by applicable law, the LESSOR reserves the right to approve the content of the banner or poster or to have the banner or poster removed if such portions contain materials which are offensive in nature. Any banners or posters displayed must be fitted with grommets and hung with rope or string if at all possible. Banners or posters cannot be hung using any tape except masking or gaffers tape. The LESSOR reserves the right to charge the LESSEE for removal of tape, tape residue and repair of Scherr-Howe Event Center. The LESSEE is responsible for the prompt removal of all posters and banners immediately at the conclusion of the EVENT. If the LESSOR removes the posters and banners, the LESSEE shall pay all related costs.

F. PROPERTY DAMAGE:

If any property belonging to Scherr-Howe Event Center is damaged in any way during the EVENT, LESSEE shall be obligated to repair or replace the damaged property.

SECTION 4: ALCOHOLIC BEVERAGES

A. ALCOHOLIC BEVERAGES:

Prior to the event, it is the LESSEE's responsibility to apply for and obtain a Liquor License for the event. These applications are available at Mobridge City Hall, 114 1st Avenue E, Mobridge, SD. The Liquor License application process can be a lengthy process and should be completed well in advance of the event. The LESSOR reserves the right to require all Scherr-Howe Event Center patrons and guests, regardless of age, to present valid proper ID to purchase or obtain alcoholic beverages. The LESSOR is responsible for ensuring no underage drinking occurs in the Scherr-Howe Event Center facility and parking areas.

Alcoholic beverages shall not be allowed on Scherr-Howe Event Center premises, including the exterior areas, unless such alcoholic beverages are sold or distributed under the alcoholic beverage license and liability insurance.

The decision as to whether or not alcoholic beverages will be served at an event shall be made exclusively by the LESSOR.

B. LIQUOR LIABILITY INSURANCE:

If alcohol is to be served, LESSEE must provide proof of adequate liability and/or liquor insurance to LESSOR prior to event. . The City of Mobridge must be listed as the loss payee. It is possible in some instances to partner with a local entity, such as Friends of Scherr-Howe (FOSH) for cultural, heritage, and certain entertainment events and share the costs of insurance liability per event. Interested parties should contact the Mobridge Area Chamber of Commerce with these requests well in advance of the event.

SECTION 5: FIRE AND SAFETY REGULATIONS

A. FLAME RETARDANT MATERIALS:

All drapes, curtains, table coverings, skirts, carpet or other materials must be flame retardant. All such materials are subject to inspection and flame testing by the Fire Marshal.

B. FLAMMABLE MATERIALS:

Storing of gasoline, kerosene, or other flammable liquids is prohibited. Fire code does not allow hay or straw bales, tumbleweeds, Christmas trees, etc. unless they have been made fire retardant. No electrical decorations shall be used on natural or resin bearing trees. Trees shall be properly treated with an approved fire retardant. Trees shall bear a tag stating the date of placement in the public building, type of flame retardant used, name of person who applied the flame retardant and the name of the person affixing the tag.

C. EXPLOSIVES:

No explosives, pyrotechnics or similar materials will be allowed in the Scherr-Howe Event Center.

D. UTILITY EQUIPMENT:

All electrical equipment must be U.L. approved. Gas equipment is not allowed in Scherr-Howe Event Center.

E. CONTAMINATED OR ISOLATION GARBAGE:

It is the responsibility of the LESSEE to properly dispose of any contaminated or isolation garbage created by the event daily or when the container is full. Excessive garbage disposal may result in additional cleanup charges to the LESSEE.

SECTION 6: USE OF SCHERR-HOWE EVENT CENTER EQUIPMENT/SERVICES

A. SCHERR-HOWE EVENT CENTER SOUND AND LIGHT EQUIPMENT:

Audio services, in addition to the permanently installed house sound system, are available from the facility. Scherr-Howe Event Center Staff are available to set up and operate the audio system for events with prior notice and agreement, depending on the magnitude of the event at an additional cost. If the LESSEE elects to contract with an outside provider of sound equipment, said outside provider must provide the entire system (microphones and all amplification equipment including speakers, which cannot be integrated with the facility system without prior approval).

B. TABLES & CHAIRS

LESSEE is responsible of set up and tear down of any table and/or chairs needed for the EVENT, unless it has been agreed upon with the LESSOR at an additional fee.

C. MOTORIZED EQUIPMENT:

All Scherr-Howe Event Center equipment must be operated by authorized LESSOR employees.

D. STAGE AREA AND MAIN FLOOR:

Special care must be taken with the main stage. Painting or construction of sets on the main stage is not allowed. Moving of equipment on the stage or main floor must be done with care so as not to scratch the flooring surface. If the facility flooring is damaged or scratched by the LESSEE; repairs and/or refinishing will be billed to LESSEE.

If you are having Lessor set up chairs and tables for the EVENT, a diagram of your set-up must be submitted to LESSOR for approval at least seven (7) working days before the event.

E. STAGE/BACKSTAGE AREA:

The backstage area is 40' wide by 19' deep. The maximum capacity of this area is 90 people.

Stage size when shells are set in the regular way is 29' x 29'. The maximum capacity of this area in this configuration is 110 people.

Stage size when shells are set for maximum space is 29' x 37'. The maximum capacity of this area in this configuration is 140 people. Two (2) exits are required in the shells in this configuration; one on each side of the set.

F. LOWER AREA:

All areas not covered under the Scherr-Howe Event Center Lease Agreement are not to be used by the LESSEE. As such, any request from the LESSEE to utilize these areas must be approved in advance by the LESSOR.

The use of dressing rooms, locker rooms, meeting rooms and storage areas by the LESSEE shall be approved in advance of the EVENT by the LESSOR.

SECTION 7: MOVE IN/MOVE OUT, LOADING AND DELIVERIES

A. CONDUCT DURING MOVE IN/MOVE OUT:

Loading dock areas, main floor areas, concourse areas and loading areas are considered hazardous work areas during move in and move out. As such, drinking of alcoholic beverages, horseplay, use or possession of illegal or controlled substances, speeding or reckless use of vehicles is strictly prohibited. Parking on sidewalks is prohibited.

B. MOVE IN/MOVE OUT SCHEDULES:

When two (2) or more separate events desire to move in or out at the same time, the LESSOR shall coordinate the scheduling of access to the loading areas and the main floor area. The decision of the LESSOR regarding the move in and move out schedules shall be final. **Note: LESSEE or LESSEE's designated representative shall remain on the premises during all move in/move out hours.**

C. SHIPMENTS:

The LESSOR shall not accept advance shipments of freight or materials prior to the contracted move in date unless prior arrangements have been made with the LESSOR.

It is the responsibility of the LESSEE to package and contact shipping companies for return shipment after the EVENT. All Event freight must be removed from the premises upon termination of the lease times unless prior arrangement has been made with LESSOR.

D. MAIL/FAXES TO SCHERR-HOWE EVENT CENTER:

Mail received by the LESSOR on behalf of the LESSEE or their staff should be addressed to the appropriate show or event. Mail/faxes will be received and held in the Mobridge Area Chamber of Commerce office for pick up by the LESSEE. The mailing/shipping address to be used is:

Mobridge Area Chamber of Commerce
212 N Main Street
Mobridge, SD 57601
Phone: 605-845-2500
Fax: 605-845-3223

SECTION 8: MISCELLANEOUS

A. EVENT CONTENT:

To the extent allowed by applicable law, the LESSOR reserves the right to approve the content of the EVENT, to cancel an event in progress or to have questionable portions of the EVENT removed if such portions contain materials which are illegal or patently offensive in nature.

The LESSOR shall further reserve the right to require the LESSEE to include appropriate disclaimers in EVENT advertising to inform the general public if the event contains objectionable language or content.

B. PERFORMER CONTRACTS:

The LESSEE certifies and attests that they have a valid, properly executed and compatible contract with the performers that are identified as the "EVENT" in the Scherr-Howe Event Center Lease Agreement. The LESSEE shall submit to the LESSOR upon demand a copy of said contract with the performers.

The Lessor/Fire Marshal/Food Inspector/Police or their designees reserve the right to rule on any matters or make any additions or deletions to items which may or may not be covered herein.

The LESSEE shall be responsible for communicating and enforcing of all of these policies to any SUB-LESSEE, employee, volunteers or any other person acting for or on behalf of LESSEE or under the rental of the LESSEE.