



BLOOMINGTON
CENTER FOR THE ARTS

2021

Operational
Guidelines

SECTION 1
MISSION AND POLICY STATEMENTS

1.0 PARKS AND RECREATION MISSION STATEMENT

The mission of the Bloomington Parks and Recreation Department is to enhance the quality of life, health and wellness of our patrons through innovative and diversified parks, arts, recreation, leisure and cultural opportunities. This is accomplished through the stewardship of the community's parks and natural areas, and through the provision of quality recreational facilities and programs at an affordable price.

1.1 BLOOMINGTON CENTER FOR THE ARTS VISION STATEMENT

The vision of the Bloomington Center for the Arts (BCA) is to provide a center for cultural arts experiences and opportunities to Bloomington residents and the public in a state-of-the-art facility. The programs provided in the facility enhances the quality and number of arts opportunities offered in the community and beyond.

1.2 BLOOMINGTON CENTER FOR THE ARTS OPERATIONAL GUIDELINES

The Bloomington Center for the Arts is owned and operated by the City of Bloomington to serve residents, non-profit arts organizations, civic organizations and businesses.

The intent of this document is to establish guidelines that provide direction and promote the viability of an efficient and effective operation. Business levels and attendance serve as indicators on meeting the overall goals. Guidelines herein set rules and regulations for use of the Bloomington Center for the Arts. Rental fees are based on the staffing, set-up and maintenance costs, as well as the market rates for similar facilities. The policies are reviewed and updated on an on-going basis to meet the demands of the facility. The rental fees and lease agreements for usage of the facility are reviewed and approved by the City Council annually. The City of Bloomington reserves the right to adjust guidelines in the best interest of the Bloomington Center for the Arts facility operation and departmental goals.

The Bloomington Center for the Arts is a 32,470 square foot facility which includes a proscenium theater, Black Box Theater/multi-use space, two galleries, rehearsal hall, dressing rooms, makeup room, scene shop, dance studio, clay studio, glass studio, multi-use classrooms, lobby, and parking areas. All facilities are handicapped accessible and ADA compliant.

The Bloomington Center for the Arts does not discriminate against any facility user on the basis of race, color, religion, creed, national origin, gender, age, sexual preference, marital or parental status with regard to public assistance or disability in the admission or access to programs, services, activities, or employment.

SECTION 2
HOURS OF OPERATION

2.0 PURPOSE

To establish operating hours to best meet the demands of the various scheduled programs and events. To set hours that promote efficient use of the building and scheduling of staff to meet the financial expectations of the facility.

2.1 DESCRIPTION

Hours of Operation for the facility will coincide with usage needs for program users. Although each area has diverse programming and scheduling needs throughout the year, it is necessary to list general operational hours for the public to use the facility. All programs must be complete, room furniture and equipment reset according to rental use guidelines (Section 4: General Use and Facility Guidelines), and rooms vacated by closing time each day. Early entry time or late exit times will be permitted based upon staffing and intended use. User will be charged additional fees when scheduling outside the general operating hours.

2.2 GENERAL FACILITY HOURS

A. Regular Facility Hours:

Monday – Friday	8 a.m. – 10 p.m.
Saturday	9 a.m. – 10 p.m.
Sunday	1 p.m. – 10 p.m.
Holiday	Refer to holiday schedule

B. Holiday Hours

The facility will be closed on the following holidays unless extended facility hours have been approved.

Holiday Schedule:

<u>Holiday</u>	<u>Day/Date</u>	<u>Hours</u>
New Years Day	January 1	Closed
Martin Luther King	Third Monday in January	Closed
Presidents Day	Third Monday in February	Closed
Easter Sunday	Sunday in March or April	Closed
Memorial Day	Last Monday in May	Closed
Memorial Weekend:	Saturday and Sunday preceding Memorial Day	Closed
Summer Fete	July 3	Closed at 4:30pm
Independence Day	July 4	Closed
Labor Day	First Monday in September	Closed
Labor Day Weekend:	Saturday and Sunday preceding Labor Day	Closed
Veterans Day	Day in November	Closed
Thanksgiving	Fourth Thursday in November	Closed
Thanksgiving Weekend:	Friday, Saturday, and Sunday preceding Thanksgiving	Closed
Christmas Eve	December 24	Closed at noon

Christmas Day
New Years Eve

December 25
December 31

Closed
Closed at 4:30pm

*For holidays that fall on Saturday or Sunday the facility may be closed on an alternative and/or additional day.

Hours of operation listed may be altered depending on demand by users and staff available for a particular Holiday. Room rentals may be scheduled on holidays and hours may be adjusted to meet the needs of the user if the size of the user/group justifies rental (i.e. arts event, performance, or celebration) and staffing is available. City staff reserves the right to approve or deny Holiday rentals. Approved Holiday rentals will be subject to Extended Hourly Fees.

2.3 EXTENDED OPERATING HOURS

Rentals can be scheduled outside of general operating hours; in which case only the rented areas of the facility will be open. The City will approve or deny extended hours requests based on date, event, and staff availability. Approval is needed a minimum of three weeks in advance if the Facility User requests rental time beyond general operating hours. The extended hourly fee is approved by City Council. If a Facility User has scheduled extended hours and does not utilize any of the extended time, the extended hourly fee will not be charged. However, if a Facility User reserves extended hours and uses any portion of the extended hours, they will be charged for the entire hour.

2.4 DELIVERY GUIDELINES

City of Bloomington staff may reject a delivery if made at an inappropriate time. It is the Facility Users responsibility to sign for all deliveries. Should city staff be put into the position of signing for deliveries, they are not responsible for accepting damaged or incomplete orders or paying C.O.D. (Cash on Delivery) charges.

Deliveries that are made using the BCA loading dock need to be picked-up and removed from the loading dock area within 24 hours of receipt. This includes large items and heavy item deliveries (i.e. paper, clay, building materials, furniture, etc.). The Facility User will be notified of deliveries by the mailroom staff the day they arrive.

Facility Users are responsible for unpacking and removing deliveries and clearing the loading dock area of all delivery materials, disposing of them in proper receptacles (i.e. recycling, garbage, pallet storage area). Dollies and rolling carts are available in the loading dock area to transport deliveries to department areas.

Facility Users are responsible for returning all equipment used to transport deliveries and placing them back in the appropriate storage areas in the loading dock.

Facility Users are responsible for coordinating with the appropriate City department and/or vendor to dispose of, and/or recycle any items that cannot be placed in the regular garbage and recycling receptacles. This items include but are not limited to; old electronics, paint and construction products, portable propane/gas tanks, etc.) Please contact the BCA Manager if you have questions regarding proper disposal of any items.

SECTION 3
SCHEDULING, RESERVATIONS, DEPOSITS, AND FEES

3.0 PURPOSE

The city has classified users due to the large number of organizations that request use of the Bloomington Center for the Arts facilities. A reservation priority is established for users by activity type to best meet community needs. Scheduling of city-owned facilities will incorporate the priority user classifications listed below along with the assigned rental fees. Full descriptions and details for Priority Scheduling Classifications are located in Appendix A.

3.1 PRIORITY SCHEDULING

Priority:	User Group:
Priority #1	All City Sponsored activities, programs and meetings
Priority #2	All City co-sponsored activities, programs and meetings
Priority #3	Facility users who have a long-term cooperative agreement of 12 months or more for using space in any facility on a regular basis
Priority #4	Tax-supported government agency sponsored activities, programs, and meetings. Includes federal, state, county and school district activities
Priority #5	Bloomington-based non-profit civic and religious organizations
Priority #6	Bloomington residents
Priority #7	Bloomington-based businesses and commercial organizations
Priority #8	Non-Bloomington organizations, groups, businesses, and individuals

3.2 RESERVATIONS

Reservations can be made through the following means:

- A. By submitting a Facility Rental Use Agreement and paying the applicable damage deposit. All forms are dated as they are received and entered into the facility scheduling software system based on the priority classification policy. Facility Users will receive a confirmation once their requested room(s) is reserved. The Facility User must pay the balance for the rental prior to the event.
- B. City departments and BCA resident arts organizations who have been provided with customer access accounts can submit their rental requests online through the City of Bloomington Rentals and Reservations website page. This can be found at <https://www.bloomingtonmn.gov/pr/rentals-and-reservations>.
 - a. Requests will be reviewed by the Manager of the BCA. Schedule requests will be accommodated as best they can. Schedule requests may be denied due to room conflicts, lack of availability, and reservation priorities of the various facility users (see Priority Scheduling ranking listed in section 3.1).
 - b. Once requested rooms and schedules are approved, a confirmation will be sent to the representative/contact person of the City department and/or resident arts organization.
 - c. City departments and BCA resident arts organization can also make changes, updates, and cancellations to their rental requests online. For any change made, a confirmation will be sent.

- C. City departments and BCA resident arts organizations need to submit BCA facility reservation requests a minimum of one week in advance.

If the requested space is not available, the City will notify the requesting organization of the conflict and work with the organization to see if there is alternative space or time that would suit their needs.

The City of Bloomington and the Bloomington Center for the Arts staff reserve the right to refuse any reservations, as they deem necessary.

Only reserve the amount, and frequency, of space that you ACTUALLY need. Please DO NOT reserve Bloomington Center for the Arts facilities on a “just in case we need it” basis. The BCA is a heavily used facility by many city departments, resident arts organizations, community groups, and individuals. Please be courteous and thoughtful in your reservations so the BCA can accommodate the maximum number of requests feasible.

If you no longer need a space in the Bloomington Center for the Arts that you have reserved, please promptly contact the Bloomington Center for the Arts staff to cancel your reservation. Or, if you are a resident arts organizations who has been provided with customer access account, submit your rental cancellation online through the City of Bloomington Rentals and Reservations website page. This can be found at <https://www.bloomingtonmn.gov/pr/rentals-and-reservations>. This will open the space up for other users who may be waiting for open facilities.

3.3 DAMAGE DEPOSITS

A damage deposit will be collected for all facility rentals.

- A. A damage deposit must be submitted with the Facility Rental Agreement. Reservations are not confirmed until the damage deposit is received.
- B. Damage deposit fees are reviewed and approved annually by the City Council.
- C. The Facility User forfeits the damage deposit for damage to equipment or the facility.
- D. The Facility User will be invoiced for the full cost incurred for materials and labor to replace and/or repair the damage. Future use of the facility will be denied until full restitution is received.
- E. A damage deposit is not required of City staff using the facility for City business. Should damage occur, the respective department will be invoiced for the full cost incurred for materials and labor to repair and/or replace the damages.
- F. Damage deposits may be waived when an agreement is used with a long-term Facility User. Should damage occur, the Facility User would be invoiced for all damages and replacement expenses.
- G. The damage deposit shall be used towards the total rental fee should no damages be incurred. If necessary, the damage deposit may be returned at most sixty (60) days after the event.
- H. Violation and/or failure to adhere to all guidelines may result in denial of future permits for the use of the facility and forfeiture of the damage deposit.

3.4 RENTAL FEES

Rental fees are established based on staffing, utilities, maintenance costs, and equipment, as well as the market rates for similar facilities. Rental fees are reviewed and approved by the City Council annually.

Lease agreements for facility usage will be periodically reviewed for renewal, amendments, or cancellation. Rental fees for the current year are included in Exhibit C.

3.5 ADDITIONAL SERVICES/EQUIPMENT FEES

A fee may be charged for the use of various equipment and supplies including, but not limited to: audio-visual equipment, copy machine, fax machine, and other miscellaneous equipment or supplies. Fees may vary depending on the value and complexity of the equipment.

3.6 CANCELLATIONS, RESERVATION CHANGES, AND REFUNDS

Cancellations and reservation changes must be submitted in writing. User groups are advised to request a cancellation/change receipt to confirm the accuracy of the change.

Schneider Theater, Main Lobby, and Black Box:

30 Days or less	No Refund of Damage Deposit
31 – 60 Days	50% Refund of Damage Deposit
61 Days or more	Full Refund

All other spaces within the Bloomington Center for the Arts:

15 Days or less	No Refund of Damage Deposit
16-30 Days	50% Refund of Damage Deposit
31 Days or more	Full Refund

City departments and BCA resident arts organization can also make changes, updates, and cancellations to their rental requests online through their customer access accounts. For any change made, a confirmation will be sent.

SECTION 4
GENERAL FACILITY USER GUIDELINES

4.0 PURPOSE

To establish procedures and guidelines applicable to all Bloomington Center for the Arts users. To establish guidelines to promote safe and respectful behavior among users and to promote safe and conscientious use of the Bloomington Center for the Arts. To promote activities that support the philosophy of this building as being arts oriented, community oriented and financially responsible. Guidelines for specific spaces in the facility are identified in Appendix B.

4.1 GENERAL GUIDELINES

The following guidelines apply to the entire Bloomington Center for the Arts facility.

- A. Food from outside vendors is permissible; *Refer to section 5 for additional catering/food and beverage guidelines and requirements.*
- B. Conducting group events or parties in the Main Lobby or Atrium Gallery is prohibited Monday-Friday 8:00 a.m. – 4:30 p.m. These hours are intended for use by the general public and reservations during this time would conflict with regular City business. Facility Users shall be asked to utilize other available rental spaces during these hours. The Main Lobby or Atrium Gallery may be used for groups to mingle in before or after events taking place in other areas of the facility during business hours.
- C. The City of Bloomington and the Bloomington Center for the Arts are not responsible for personal belongings. Neither the City of Bloomington nor its employees can be held responsible for any items that are lost, damaged or left at the facility.
- D. Facility exits may not be blocked or covered for any reason.
- E. All aisles and doorways must be kept clear, clean and free of obstruction. The minimum aisle width is 5 feet. Fire Fighting and emergency equipment shall not be blocked or obstructed under any circumstances.
- F. All electrical equipment must be UL (Underwriters Laboratories) approved. Equipment that is not UL approved will be removed from the premises.
- G. Minnesota State Fire Code 604.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring and shall be listed and labeled in accordance with UL 817. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. Extension cords marked for indoor use shall not be used outdoors.
- H. Facility Users/Vendors engaged in the business of making retail sales at Bloomington Center for the Arts require sales tax permits. Facility Users/Vendors are responsible for filing sales tax and must have a Minnesota Sales and Use Tax Permit on sight during the event. This includes, but is not limited to craft shows, business seminars selling products, etc. Facility Users are also required to contact the City of Bloomington Licensing Division and obtain any other required permits.
- I. Animals are prohibited in the facility except for special needs and when pre-approved for an exhibit or theatrical event, etc. Facility User is responsible for cleanup of all defecation. Facility User will be billed for any clean up deemed necessary by Facility staff.
- J. Operation of heaters, barbecues, or open flame devices, candles, lanterns, torches, welding equipment, smoke emitting devices or indoor pyrotechnic material in the Bloomington Center for the Arts must have written authorization by City of Bloomington Fire Prevention Management at least ten (10) days prior to the event.

- K. Public employees may not accept gratuities, tips, or other novelties. Please do not put the staff in a compromising situation by offering these items.
- L. Users must comply with all city ordinances, Minnesota State statutes, federal laws, and established building use laws, including room capacities as set forth by the fire code specifications. Violation of these rules may result in the denial of future use of the Bloomington Center for the Arts. Denial of use does not exempt violators from possible prosecution under applicable City ordinances, State or Federal laws.

4.2 ROOM SET UP AND RESET EXPECTATIONS

- A. For City departments scheduling BCA facilities:
 - City departments using facilities in the BCA are responsible for setting up, taking down, and resetting the space(s) they have scheduled. This includes setting up tables, chairs and any equipment needed for the rental. If a largescale setup is required, city maintenance/facility staff will be scheduled to setup tables and chairs. A minimum of three weeks' notice is required for scheduling maintenance staff for setup and resetting of BCA facilities.
 - If IT service is required, the City department is responsible for scheduling the appropriate IT staff to help with any technology and audio needs.
 - City departments will be charged a setup and resetting fee to cover staff costs if they choose not to take care of their own facility setup and resetting needs.
- C. For Facility User scheduling BCA Facilities:
 - Facility User is to return the tables, chairs and other furniture to the reset room set up found in Appendix D. This general room reset is required unless other arrangements have been made with Bloomington Center for the Arts staff.
- D. ALL Facility User and City departments are responsible for providing coverings to protect furnishings, window coverings, and walls (i.e. table/wall coverings for craft projects with paints, construction requiring adhesives, etc.).
- E. All Users will forfeit damage deposit and be invoiced for additional costs associated with damages.

4.3 SUPERVISION/CONDUCT

- A. Children eight (8) years of age and under must be supervised by an adult/guardian at all times.
- B. The Facility User shall assume full responsibility for a group's conduct and for any damage to the building or equipment. The City does not accept liability for unsupervised children. The user group will be charged for any damage or additional cleaning costs incurred as a result of unsupervised youth.
- C. City staff reserves the right to assign extra staff and/or licensed police officers for a user group at an additional cost to the Facility User.
- D. Disorderly conduct shall be grounds for immediate termination of the activity/event without refund. This will be determined by City staff or a licensed police officer.

4.4 BEHAVIORAL GUIDELINES

Facility users are responsible for supporting and adhering to the following conduct guidelines:

- A. Respect staff, peers, patrons and property inside and outside the Bloomington Center for the Arts.
- B. No illegal activity. There is "Zero Tolerance" for *any act defined by Federal, State or Local*

ordinances as criminal or illegal.

- C. No Profanity. (Exception: pre-written scripts used in artistic performances with limited use.)
- D. No blocking hallways or entrances.
- E. No assaultive behavior or intimidation.
- F. No horseplay, play fighting, running in the hallways, etc.
- G. No loitering.
- H. No bikes, in-line skating or skateboarding allowed on the property.
- I. No gang affiliation or representation.
- J. Facility User shall be solely responsible for the orderly conduct of all persons using the premises by its invitations during all times covered by the Facility Use Agreement. The City staff reserves the right to eject any person or persons engaging in objectionable or unlawful conduct from the Bloomington Center for the Arts. City of Bloomington may provide at the Facility Users expense, any security determined by the Facility Manager, Rental Coordinator, or appointed City staff to be necessary to maintain order on the Rental premises.

4.5 DECORATIONS

- A. Decorations or wall hangings must be pre-approved by the City during the Facility scheduling process and shall be identified on the Facility Rental Use Agreement. The Facility User may not affix any signs, posters, notices, banners, graphics, or other decorations with adhesives/tape, tacks, staples, nails, etc. Decorations may not be attached to the ceilings, doors, walls, windows, or furnishings. Facility Users are liable for any damages caused in violation of this rule. **The Rental Coordinator or Facility Manager must approve essential use of any adhesive.**
- B. Decorating is permitted within the hours contracted at the time of rental and will appear on the Facility Rental Use Agreement. Any decorations left past the scheduled time will be discarded. Events requiring overnight storage are to be identified during the reservation process, approved by the facility manager and shall be subject to storage fees.
- C. Confetti, glitter, birdseed and rice is not allowed.
- D. Candles are permitted if secured within an enclosed glass container/chimney so there is no open flame. In addition candles no more than the standard 3" cake candles for celebrations (i.e. birthday parties) shall be allowed to burn for a brief period of time. Open flame candles are prohibited for all other uses.
- E. All signs, banners, decorations, or displays of any kind to be suspended from any ceiling must be approved by City staff at least ten (10) days prior to event and hung by City staff unless approved by the facility manager.

4.6 REMOVAL OF USER/VISITOR

In the event the Facility User, or any member of the User's group, intentionally causes damage to the Facility or intentionally hinders the lawful use by people not in User's group, of any portion of the Bloomington Center for the Arts, City staff reserves the right to immediately cancel the reservation. User, and guests of User's group, shall immediately vacate the premises and forfeit any payments made pursuant to this agreement. The City reserves the right to demand and receive full compensation for the unused reserved time or for damage to any City property.

4.7 REMOVAL OF USER'S PERSONAL PROPERTY

The city reserves the right to discard any and all items left by a user group or their guests at the end of their reservation.

- 4.8 The City of Bloomington reserves the right to cancel this agreement for any just cause, upon verbal and/or written notice with a written document confirming arrangements with the undersigned. In the case of mechanical failure of Facility Equipment (i.e. Theater Sound/Lighting, etc.), the User will be notified as soon as possible. The City shall have the exclusive authority to determine whether the facility is in usable condition, and shall not be liable to the User for the consequences of any cancellation other than to arrange an alternative rental date for the user.

SECTION 5
FOOD SERVICE AND CATERING

5.0 PURPOSE

To establish policies for food and beverage service at the Bloomington Center for the Arts. To set guidelines that encourage good customer service by caterers or liquor providers. To ensure caterers and facility users assist in maintaining a clean, safe environment when preparing, serving and cleaning up after the activity.

5.1 GENERAL GUIDELINES

- A. The Facility User may arrange food service through the caterer of their choice or in some instances provide food themselves. The caterer or Facility User must acquire a City of Bloomington temporary food license to provide food in the facility as applicable.
- B. Food may be served under the following conditions:
 - 1. Food and beverages can only be served in the areas reserved by the User and listed on the Facility User Permit.
 - 2. No food or beverage is allowed in the Schneider Theater (with the exception of water).
 - 3. No food or beverage is allowed in the Council Chambers with the exception of preapproved events and meeting. A minimum of two weeks' prior notice is expected if a Facility User wishes to serve food and beverages in the Council Chambers.
 - 4. All food served in the Bloomington Center for the Arts must be provided according to these guidelines. The Facility User assumes all risks related to the food service.
 - a. Individually pre-packaged snacks such as candy, candy bars, fruit snacks, nuts and canned or bottled water or soft drinks purchased from a grocery store or provided through a caterer of the Facility User's choice that are non-perishable may be provided by the Facility User without a temporary food license.
 - b. Food and beverages at events or activities that are open to the public require the Facility User to notify the Facility Manager and Environmental Health Division at least two weeks in advance. The Facility User is required to use a licensed caterer and acquire a Temporary Food License.
 - c. Food and beverages at private events such as weddings, birthday parties may be served without a Temporary Food License.
- C. Liquor is allowed in designated areas of the Bloomington Center for the Arts only. Facility users must use an approved liquor provider as designated through the City of Bloomington Liquor Ordinance. At the discretion of the Police Chief, the Bloomington Police Department or other approved and licensed Security Service (as recommended by the Bloomington Police Department) may be required for rentals where alcoholic beverages are served.
- D. It is the responsibility of the Facility User or the caterer/liquor provider to consolidate trash in wastebaskets and recycling bins by the end of the rental time listed on the Facility User Permit.
- E. The City of Bloomington reserves the right to deny a caterer, liquor provider or entertainer approval of facility usage based on unsatisfactory customer service and/or failure to adhere to Bloomington Center for the Arts or City of Bloomington Environmental Health Division policies.
- F. Licensed Caterers will be responsible to provide a copy of their product liability insurance upon request or no later than two days prior to the event.
- G. All items brought in by the Facility User must be out of the facility by the end time stated on the Facility Use Permit or the Facility User will be charged extended use fees. Requests for storage must be approved in advance and be listed on the Facility Permit to avoid additional fees. Storage

requests will be honored based on space availability. This includes, and is not limited to, food left in refrigerators/freezers, decorations, signage, equipment, beverage containers, etc.

- I. Neither the City of Bloomington nor its employees can be held responsible for any items that are left at the facility by the Facility User overnight.
- J. Deliveries of items as coordinated by the Facility User must be listed on the Facility Rental Use Agreement. The Facility User or its representative must be available to meet deliveries unless approved by the Rental Coordinator. All deliveries must be made during the general operating hours. The facility staff may reject a delivery if made during an inappropriate time. It is the Facility User's responsibility to sign for all deliveries. Should the staff be put into the position of signing for deliveries, they are not responsible for any damaged or missing parts, identifying incorrect deliveries, nor paying C.O.D. (Cash on Delivery) charges.

5.2 CATERING/FOOD SERVICE PROCEDURES

- A. Food service arrangements shall be made directly between the Facility User and the caterer of their choice, but all arrangements must be communicated to the City in advance of the event. The Facility User is responsible to confirm that the caterer has completed and provided all required paperwork to the Bloomington Environmental Health Division a minimum of ten (10) days prior to the event.
- B. The caterer or individual providing food is responsible to post their City approved license the day of the event for public functions.
- C. Prior to entering and upon departure, catering personnel and/or the Facility User must clean the kitchen leaving no food crumbs, spills, or messes. Caterers accept full responsibility for the cleanliness of the kitchen, including proper clean up following the event.
- D. If kitchen facilities are not cleaned properly, cleaning costs will be deducted from the Facility User's damage deposit.
- E. It is the responsibility of the caterer/liquor provider (or if agreed upon, the Facility User) to consolidate trash in wastebaskets and recycling bins by the end of the rental time listed on the Facility User Permit.
- F. Upon departure, it is the responsibility of the caterer/liquor provider to clean all tables, floors, and other items used in other areas for event preparation outside of the catering kitchen. Caterers accept full responsibility of all areas used for food preparation and storage including proper cleanup of all tables, floors, carts and other items used during, and following the event.

5.3 GENERAL GUIDELINES ON LIQUOR

- A. Liquor is allowed in designated areas of the Bloomington Center for the Arts only. Facility users must use an approved liquor provider as designated through the City of Bloomington Liquor Ordinance. At the discretion of the Police Chief, the Bloomington Police Department or other approved and licensed Security Service (as recommended by the Bloomington Police Department) may be required for rentals where alcoholic beverages are served.
- B. Here is the link to the temporary food license application:
https://www.bloomingtonmn.gov/sites/default/files/media/Temp_food_fill-in_enhanced.pdf
- C. Please contact the License Examiner/Deputy City Clerk with questions about temporary food/liquor licenses.

SECTION 6
ADVERTISING AND PROMOTION

6.0 PURPOSE

To establish guidelines for advertising and/or promotional materials and activities in the facility and through online sources and support services from facility/City staff.

6.1 ADVERTISING AND PROMOTION

- A. All advertising and solicitation, whether in print or digital form, is prohibited in the building unless pre-approved by the Facility Manager.
- B. Flyers, postcards, posters and other print collateral will be posted in display cases and/or designated areas only.
- C. The User must receive approval from the City to affix signs, banners or decorations whether for direction, information or promotion anywhere inside or outside the facility or on any Bloomington Civic Plaza grounds. Any signs or banners used must be affixed as determined by the City. No damaging adhesives will be allowed. Facility staff will remove all unapproved signs or banners and charge the user for time needed for cleanup.
- D. Facility staff may be made available for direct and indirect assistance in design, printing, posting, and other marketing communications advertising and promotion support services of both a print and digital nature. Fees for staff time and Facility materials may apply.
- E. When Facility Users generate marketing and advertising materials for programs scheduled at the BCA, the specific name and address for the BCA needs to be listed correctly on all materials. The correct name and address are listed below:

Bloomington Center for the Arts
1800 West Old Shakopee Road
Bloomington, MN 55431

SECTION 7

SEVERE WEATHER-RELATED CLOSURES AND CANCELLATION GUIDELINES

7.0 PURPOSE

The purpose of a Severe Weather-Related and City Closure Guidelines is to educate and inform staff and Facility Users of weather conditions that warrant their attention.

Bloomington Center for the Arts severe weather guidelines aim to minimize the loss of facility use time while being mindful of employee and Facility User safety. In general, the BCA will remain open, even in severe weather. During instances where snow, extreme cold conditions, ice/sleet, tornado, and other severe weather conditions could potentially warrant closing, the BCA will do our best to declare them only when necessary, when they pose a safety risk to staff, Facility Users, and community members.

7.1 DEFINITIONS

Watch -- Means that conditions are favorable for a thunderstorm or tornado to develop.

Warning -- Means that a thunderstorm or tornado is expected or occurring. If a siren sounds, stay inside and take cover in a designated severe weather shelter location.

7.2 GENERAL GUIDELINES

- A. Decisions to close the Bloomington Center for the Arts are determined only after consulting various city administrators, city emergency team members, in addition to information gathered from Hennepin County Emergency Management and the National Weather Service, law enforcement, and neighboring school districts.
- B. If the BCA makes a decision to close, communication to staff, Facility Users, and community members will be made via:
 - Phone and email through the city's notification system
 - City of Bloomington website (Parks and Recreation page)
 - City of Bloomington social media channels
 - Targeted emails to resident arts organizations and select Facility Users impacted by the closure.
 - Printed fliers/notices posted at all entrances to the BCA and Civic Plaza.
- C. Facility Users are responsible for contacting their constituencies impacted by weather-related facility closures.
- D. Facility Users are also responsible for contacting Bloomington Center for the Arts staff to reschedule rentals due to weather-related cancellations, or submit reschedule dates and rental requests online through the City of Bloomington Rentals and Reservations website page.
- E. The BCA is not responsible for lost revenue due to weather-related closures.
- F. The BCA may decide to cancel evening activities on the basis of current or predicted weather conditions. These cancellations are communicated through the means listed above. A decision to cancel evening programs or activities will be made before 4:30 closure of the Civic Plaza offices.

SECTION 8

CITY EMERGENCY CLOSURES AND CANCELLATION GUIDELINES

8.0 PURPOSE

The purpose of a City Emergency Closure and Cancellation Guideline is to educate and inform staff and Facility Users of city-wide emergencies that warrant their attention and impact regular city business and facility use.

Bloomington Center for the Arts city emergency closure and cancellation guidelines aim to minimize the loss of facility use time while being mindful of employee, Facility User and community safety. During instances where city emergencies are declared, and could potentially warrant closing, the BCA will communicate closures, timelines, and other pertinent information in a timely a manner to all Facility User impacted by the closures.

8.1 GENERAL GUIDELINES

- A. City of Bloomington mandated emergency closures are determined by various city administrators and the city emergency response team, law enforcement, in addition to information gathered from various local and national agencies.
- B. If the City of Bloomington makes a decision to close any city-operated facility, communication to staff, Facility Users, and community members will be made via:
 - Phone and email through the city's notification system
 - City of Bloomington website (Parks and Recreation page)
 - City of Bloomington social media channels
 - Targeted emails to resident arts organizations and select Facility Users impacted by the closure.
 - Printed fliers/notices posted at all entrances to the BCA and Civic Plaza.
- C. Facility Users are responsible for contacting their constituencies impacted by city emergency closures.
- D. Facility Users are also responsible for contacting Bloomington Center for the Arts staff to reschedule rentals due to emergency cancellations, or submit reschedule dates and rental requests online through the City of Bloomington Rentals and Reservations website page.
- E. The City of Bloomington (including the BCA) is not responsible for lost revenue due to city emergency closures.

8.2 Minnesota State Fire Code 403.2.2 Announcements

In theaters, motion picture theaters, auditoriums and similar assembly occupancies in Group A used for non-continuous programs, an audible announcement shall be made not more than 10 minutes prior to the start of each program to notify the occupants of the location of the exits to be used in the event of a fire or other emergency.

A. All Facility Users are required to follow the following fire alarm procedures:

1. In the event of the fire alarm activation all occupants shall evacuate the building immediately using the nearest exit.
2. Once outside of the building call 911 and be mindful of incoming emergency vehicles.
3. The Fire department incident commander will notify the person/s in charge of the event if they will be able to reoccupy the building once it has been deemed safe.
4. Occupants cannot reenter the building until authorized by the Fire Department.

8.3 All Facility Users must acknowledges that due to the COVID-19 pandemic, the Bloomington Center for the Arts may become subject to government orders or recommendations to restrict operations or that the City may determine that it is required or advisable to protect the safety of employees and participants to limit Bloomington Center for the Arts operations. Bloomington Center for the Arts closures in compliance with government laws, orders, or recommendations or other reasonable determinations directly or indirectly arising out of the COVID-19 pandemic. All Facility Users will comply and uphold all requirements of the Bloomington Center for the Arts COVID-19 Safety and Preparedness Plan attached as Exhibit C.

APPENDIX A

PRIORITY SCHEDULING CLASSIFICATIONS

1.0 PURPOSE

To establish an equitable and inclusive ranking order of user by type of activity to ensure that the facilities are made available to best meet the community needs.

1.1 User Classifications

Due to the large number of organizations that request usage of City facilities, it is necessary to define and classify users by type of activities and establish a reservation priority to ensure that City facilities are made available to best meet community needs. As a result, the facilities will be scheduled in accordance with a scheduling priority policy as established herein. Rental fees are established in accordance with the following priority classification policy.

Priority #1 – All City sponsored activities, programs and meetings. Any activity related to the operations of the City of Bloomington’s government including, but not limited to, City Council, official commissions, advisory boards, task force, and study committees, City departments and divisions, City programs and events. Reservations for City functions may be taken at any time for any date. City functions may pre-empt lower priority reservations at the discretion of the City Council (e.g. a special City Council meeting may bump a rehearsal in the theater). There will be no rental fees charged for City reservations in City facilities.

Priority #2 – All City co-sponsored activities, programs and meetings. Any co-sponsored City activity. A definition of co-sponsorship is when a Division Manager or staff is committed to two or more of the following management functions for the event:

- Planning and budgeting for the event
- Coordinating and organizing event in terms of whom will be responsible for each task
- Providing leadership staff for such event
- Evaluating and measuring its impact on individuals whom participate

Reservations for City co-sponsored functions may be taken at any time for any date. There will be no rental fees charged for City reservations.

Priority #3 – All other facility user groups who have been recognized by the City of Bloomington for providing necessary services to the residents and have entered into a long-term cooperative agreement of twelve months or more for using space in any facility on a regular basis. This includes, but is not limited to, the following organizations: Bloomington Fine Arts Council and its member organizations, Bloomington Athletic Association, Bloomington Amateur Hockey Association, Bloomington Figure Skating Club, Dwan Men’s Club, Dwan Women’s Club,

Bloomington Youth Soccer Club, Bloomington Traveling Baseball and Bloomington American Legion Baseball.

Priority #4 – Other tax-supported government agency sponsored activities, programs and meetings. This includes federal, state, county and school district activities.

Priority #5 – Non-profit civic and religious organizations primarily serving Bloomington. An organization that has a majority of their members living or working in Bloomington and/or a guaranteed percentage of the population they serve is from Bloomington. Proof of registered members and mailing addresses may be requested during reservation process. Included in this classification are Bloomington-based groups and organizations that contribute to the well-being and betterment of the community such as support groups, scout troops, youth athletics, community-service organizations and resident groups holding neighborhood meetings.

Priority #6 – Bloomington residents. Use of the facilities for personal use such as wedding receptions, family reunions, anniversaries, banquets, parties, etc.

Priority #7 – Bloomington-based businesses and commercial organizations. Businesses and commercial organizations that have a Bloomington headquarters as evidenced by mailing address. Use of the facilities for business meetings, receptions, conferences, banquets, parties, etc.

Priority #8 – All non-Bloomington organizations, groups, businesses and individuals. Use of the facilities for meetings, receptions, conferences, banquets, parties, etc.

APPENDIX B

SPECIFIC ROOM GUIDLEINES

1.0 PURPOSE

To establish specific room and facility use guidelines for the Bloomington Center for the Arts.

1.1 Schneider Theater

- A. No food or beverage with the exception of water is allowed in the theater.
- B. The three seats in the front row closest to the handicap entrance may be removed for additional wheelchair seating.
- C. Facility Users, who are working with the rigging, pit lift, sound/light equipment, and orchestra shell, must be trained by and/or approved by City Staff before using the equipment and at the facility managers discretion may be required to hire a City A/V technician for the duration of their rental.
- D. The Facility User is responsible for returning all equipment in good condition.
- E. Facility user will be billed for the replacement cost of any missing Audio & Visual or other equipment.
- F. Facility Users may be required to provide set design plans which are subject to review by the City Building and Inspections, Fire Prevention, and Facilities Maintenance divisions to meet City code.

1.2 Set Loading Requirements in Schneider Theater

- A. During all rigging activity (loading or unloading a set), three people must be present and actively involved for safety.
- B. Facility users must block off the area under the catwalk while rigging activity is taking place.
- C. The Facility User must have a Technical Director who is responsible for supervising the activities on stage at all times when the rigging system is in use.
- D. The Facility User's Technical Director or other designated member must provide training to anyone operating or working with or near the rigging system.

1.3 Black Box Theater and Multi-Use Space

- A. Facility Users who are working with the, sound/light equipment, and risers must be trained by and/or approved by City Staff before using the equipment.
- B. Facility Users requesting to operate Audio & Visual systems must be trained and/or approved to use equipment by the City staff and may at the facility manager's discretion be required to hire a City A/V tech for the duration of their rental.
- C. The Facility User is responsible for returning all equipment in good condition.
- D. Facility user will be billed for the replacement cost of any missing Audio & Visual or other equipment.
- E. Exit signs may not be covered for any reason.
- F. No open flames of any sort are allowed in this room.
- G. Facility Users may be required to provide set design plans which are subject to review by the City Building and Inspections, Fire Prevention, and Facilities Maintenance divisions to meet City code.
- L. The Facility User must have a Technical Director present during theater use and is responsible for the safety and supervision of activities on stage at all times.

1.4 Backstage Rooms (Dressing, Make-up, and Green Room)

- A. Facility users must work with City staff and provide a list of equipment they may want to leave in rooms for duration of a production. This is subject to approval by the City.

- B. For the safety, security and comfort of our performers, Schneider Theater users need greater control of who has access to backstage rooms. This includes the corridor and all rooms located between the double doors leading to the loading dock in the west and the double doors leading to the exit foyer on the east. This includes the corridor, Women’s Dressing Room, Makeup Room, Men’s Dressing Room, Green Room and laundry.
- C. During tech rehearsal, prior to a show’s opening and on performance days, access to the Schneider Theater will be limited to the group using the Schneider Theater from 4 PM until close on weekdays. On weekends and for weekday matinees the backstage area may be closed beginning three hours prior to the start of the performance until one hour following the end of the performance.
- D. The cleaning crew shall have access backstage beginning at 11:30 PM each day. City staff including administration, facility maintenance and Center for the Arts staff will also be allowed access as needed for safe and efficient building operations.
- E. In order to enforce this policy, the group using the Schneider Theater must post and remove the signs from the designated sign holders at the double doors leading from the loading dock to the backstage corridor on the west and at the double doors leading to the exit foyer on the east. The sign must be posted and removed each day. If the sign is not in place access is not limited. If the sign is not removed at the end of each day, an organization may lose their privilege to control access.

1.5 Main Lobby

- A. All displays must be pre-approved by the City.
- B. Main Lobby may not be reserved for events taking place Monday through Friday 8 AM to 4:30 PM.

1.6 Craft Studio

- A. An instructor or staff member must always supervise the use of the kilns and equipment.
- B. When an instructor or studio technician is not present, the craft studio must remain locked at all times.
- C. Eye wash station must be free of obstruction at all times.

1.7 Clay Studio

- A. Instructors are responsible for the safe operation of all studio equipment. The Ceramic Studio Manager and/or the class instructors must educate and train all students on the appropriate use of all studio equipment, studio processes, and health and safety practices.
- B. When an instructor or studio technician is not present, the kiln room must remain locked at all times.
- C. When an instructor or studio technician is not present, the material storage and reclaim room must remain locked at all times.
- D. Eye wash station must be free of obstruction at all times.

1.8 Dance Studio

- A. No food or drink allowed, except bottled water
- B. No street shoes, high heels, tables, chairs, ladders, etc. on floor without a covering.

1.9 Scene Shop and Set Construction Guidelines

- A. The Facility User’s Technical Director must always supervise equipment use.
- B. Children under 18 must always be supervised while using equipment.
- C. MSDS Sheets and tool manuals must be readily available and visible at all times.
- D. All equipment must be unplugged and put to the OFF position when closing up for the night.
- E. Volatile materials like paint thinner need to be housed in fire safe containers when not being used.
- F. Nothing may be stored on striped safety areas on the floor.

- G. Use The Facility User must provide proper training on power tool use for anyone using power tools. In addition, the Facility User must train volunteers and staff on the use protective supplies and safety equipment.
- H. The Facility User is responsible to provide a First Aid kit in the Scene Shop, which must be available and visible at all times.
- I. Scene Shop must be kept clean and a dust collection system utilized during work to prevent damage to facility electrical equipment in that space.
- J. The Facility User must provide the following safety protection supplies: eyeglasses face shields, ear protection, hard hats, breathing protection, dust masks, gloves, or other safety equipment needed for tool use.

1.10 Catering Kitchen

- A. Counter tops must be free and clear, sink empty and clean, and room free of food debris.
- B. Storage of food and beverages must be pre-approved by the City and all food and beverages must be removed at the end of the scheduled reservation.
- C. All posted guidelines must be followed.
- D. Any items left in the kitchen following an event may be removed and discarded.

1.11 Outdoor Amphitheater

- A. All litter must be picked up and put in the appropriate receptacle when reservation time is over.
- B. All tables and chairs must be put away when reservation time is over.
- C. User is responsible for tent, noise and other permits as required by City Ordinance.
- D. Due to buried utility lines, stakes are not allowed anywhere in the City Plaza grounds.