



LESHER CENTER FOR THE ARTS OPERATING AND RENTAL POLICIES



This document is a policy statement, intended to set a general framework for the use of the Leshar Center for the Arts, and to guide and inform the community and the staff on its operation and its rental policies.

1. GENERAL CRITERIA

The use and scheduling of the Leshar Center for the Arts, and its components, shall be managed on an annual basis contingent on the following criteria:

- A. Disciplines: An appropriate blend of music, theatre, dance, and other art forms and activities.
- B. Users and Audiences: Scheduling and programming decisions reflecting both user demand for facilities and audience demand for programs.
- C. Special Audiences: Programs, services or facilities to serve the young, the physically challenged, etc.
- D. Cultural Diversity: Providing programs by and for the ethnically or culturally under represented.
- E. Revenues: An appropriate balance among lower and higher revenue-producing events.
- F. Quality: Whether professional or non-professional, production standards and responsible practices which suggest commitment and maximum use of resources.
- G. Maximum Usage: Achieving a highly and efficiently utilized facility given resources available and the capabilities of the facility.

The management of the Center may, at its reasonable discretion, establish guidelines for the submission of scheduling requests, and develop operating procedures deemed to be in the best interest of the City of Walnut Creek, and general criteria outlined above.

2. AUTHORITY

The Director of the Arts, Recreation, and Community Services shall have responsibility for the operation of the Center, and shall act on behalf of the City of Walnut Creek in the management, supervision, and control of the facility. The Director may designate the General Manager or other individuals to represent the City in managing these policies.

3. CONTRACT

- A. All contracts shall be in writing, and executed for and on behalf of the City of Walnut Creek by the General Manager, or designee.
- B. The facility USER agrees to indemnify and hold harmless from and defend the City, the members of the City Council and their agents, and employees, against any and all claims for liability or judgment for any injury to or death of any person or damage to property whatsoever caused by, created by, or in any way connected with the use of the Center.
- C. The USER may be required to furnish in writing twenty (20) days before an event, any information requested by the Center's General Manager to determine arrangements, special services, labor and equipment necessary to the staging and proper management of the event. Failure to provide such information may result in additional charges as incurred by the City of Walnut Creek.

4. RIGHT TO CANCEL

If USER cancels this License Agreement at any time prior to either the first event date or the first date of use of the facility (such as rehearsals or load-in dates), whichever is earlier, USER shall reimburse the CITY for any out-of-pocket costs expended by the CITY in connection with this Agreement, including but not limited to ticket office services,

production services, advertising costs, equipment rental, and other miscellaneous charges. In addition, USER shall be subject to the following cancellation charges if cancellation occurs during the time periods set forth below:

- A. If USER cancels this License Agreement with less than 30 days written notice prior to event or first use of facility, whichever is earlier, USER shall pay CITY full base rent for facility, plus costs expended by CITY, less USER's deposit fee;
- B. If USER cancels this License Agreement with 31 to 60 days written notice prior to event or first use of facility, whichever is earlier, USER shall pay CITY 1/2 of base rent, plus costs expended by CITY, less USER's deposit fee;
- C. If USER cancels this License Agreement with 61 to 90 days written notice prior to event or first use of facility, whichever is earlier, USER shall pay CITY all costs expended by CITY, less USER's deposit fee.

Cancellation by USER of one performance or rehearsal may, at the option of the CITY, be deemed cancellation of all future performances or rehearsals hereunder. CITY may also, at its option, retain all deposits paid by USER as liquidated damages as a result of USER's cancellation of this License Agreement.

5. RULES AND REGULATIONS

The Director of Arts, Recreation, and Community Services, or designee, may from time to time establish a list of operating "House Rules and Regulations" to be followed by all USERS, staff and other personnel using the Center.

6. RENTAL POLICIES

- A. All rental fees shall be paid in lawful money of the United States, certified check or other manner deemed adequate by the City Administrative Services Director. All rental fees and related charges shall be deposited with the General Manager or the City's Finance Division if specified. Please note that all rental fees, charges and rates are subject to change after approval by the City Council.
- B. The rental includes only the portion of the facility indicated in the use agreement, normal clean up, heating and air conditioning service, and appropriate use of dressing rooms. The rental does not include any special services, labor or equipment not supplied by the management under the terms of the lease agreement. A minimum level of facility and equipment supervision is required.
- C. Subject to prior arrangement and certification by the Center's Production Services Coordinator, USER may provide its own backstage operating crews, with the exception of the Center's light, sound and rigging technicians. The use of the Center lighting, sound and rigging equipment is for the enhancement of Lessee's event and may be withdrawn in case of abuse. Alternatives could include use of Center-provided stage crew at additional prevailing labor charges.
- D. For the protection of the equipment and the safety of persons occupying the stage area, the Center, through its Production Services Coordinator, reserves the right to request the removal of any member of USER's crew whose conduct or procedures maybe considered damaging to the equipment or hazardous to the safety of any person occupying the space. In the case of dispute, appeal may be made to the General Manager.
- E. The Center's House Manager will be provided by the Center ONE HOUR prior to curtain time within the Event Period(s). The proper number of ushers will be supplied by the Center and billed to USER at applicable rates.
- F. As a matter of practice, requests for performance and event dates shall be made in writing to the General Manager by December 1 of each year, nine (9) months in advance of the next Fall season. Whenever possible at least one (1) set of alternative dates shall be provided by USER.
- G. The Center's goal is to accommodate the interests of all USERS for the purpose of maximizing the Center's activities. Scheduling shall be on the following bases:
 - Class 1: Arts organizations or presenters employing professional performers involving multiple performance runs in a series of events to be held at the Center, the timing of which is critical to the economic success of each event. Such timing may involve multi-city runs, availability of guest artists or other factors.

- Class 2: Priority organizations with a series of multiple performance runs at the Center who have had six (6) years of production experience with the Center for the Arts. (See Section 9 below)
- Class 3: Non-profit arts organizations utilizing non-professional or semi-professional performers with a series of multiple performance runs at the Center.
- Class 4: Single performance dates in a series.
- Class 5: Single date performance.
- Class 6: Meetings, conferences and similar events.

H. The Rental Fee Schedule for facilities and reimbursements shall be based on the rates set by the Walnut Creek City Council as part of the City's regular budget process. See Fee Schedule attached (Appendix A).

7. EVENT PERIOD

The **EVENT PERIOD** is a period of time between 8:00 am and Midnight, for six (6) consecutive hours, when the facility is used to present an event attended by the public, audience or member of a group. The **EVENT PERIOD** is also that period when the facility is used for the purpose of broadcasting, televising, recording or filming an event. Staff included during an **EVENT PERIOD** is: Light and Sound operation, Rigging/Stage Manager, House Manager, Stage Door Security.

8. NON-EVENT PERIOD

The **NON-EVENT PERIOD** is that period of time between 8:00 am and Midnight when USER occupies the facility but not open to the public or audience and the lobby and front of house could otherwise remain closed. The **NON-EVENT PERIOD** would include rehearsals and moving in or out of sets and equipment. The presence of more than 30 persons in the audience section shall convert a **NON-EVENT PERIOD** to an **EVENT PERIOD**. **NON-EVENT PERIOD** rates may apply to rehearsals and technical time outside the six (6) hour **EVENT PERIOD**.

9. PRIORITY ORGANIZATION

A **PRIORITY ORGANIZATION** is defined as any not-for-profit organization, which has presented programs within the City of Walnut Creek theatre facilities consistently for six (6) years.

10. TICKET OFFICE

- A. The Center will operate the **TICKET OFFICE** for all events held in the Center. All tickets will be sold through the Center's Ticket Office. The Center may agree to handle non-Center events at the per performance rate for a percentage sales as shown on the Rental Fee Schedule. (Appendix A)
- B. All tickets sold at the Center shall at all times be under the charge of the Center's General Manager. The General Manager shall, at the satisfactory termination of the event, make all necessary payments to USER for money received from sale of tickets less expense incurred. In recognition of the fact that USER may have other contractual obligations related to the event and the normal events could have extended runs, the General Manager, through the City's Finance Division, may advance funds to USER on a biweekly basis, provided such advances do not exceed actual funds collected to that date less expenses for contracted rental and personnel fees for the event.
- C. USER shall have the right to determine ticket price to each event produced by its organization. Prices may be scaled depending on day, time, seat location, group or other discount and other conditions provided such pricing is compatible with Ticket Office technology and ability to provide clear, quality service to the customer.
- D. USER may designate any number of "house" seats for its own purpose including complimentary tickets, staff use or for promotional purposes. USER agrees to designate a person responsible for the authorization of any use of such complimentary tickets.

- E. The Center reserves the right to hold for its own use, and at no charge, four (4) house seats for every event held at the facility. Said house seats shall be primarily for the purpose of monitoring operations at the Center. In the event house seats are not to be utilized for any performance, they will be returned to sale inventory not later than 1/2 hour prior to a performance and any subsequent sale there shall be to the benefit of USER.
- F. Normally tickets for single events will be placed on sale eight (8) weeks prior to an event and Subscription tickets six (6) months prior to the first event. The Center will normally provide sales personnel for each performance one (1) hour prior to each performance. Ticket stock will be provided by the Center as each ticket is sold.

11. CONCESSIONS

- A. **PRE-SHOW, INTERMISSION, POST PERFORMANCE**
The Center reserves all concession rights for its own benefit, including sale of all food and beverage.
- B. **PRIVATE PARTIES**
The Center reserves the right to establish a list of approved caterers, which will be permitted to provide service in the Center for private parties and events. (Approved list available upon request)
- C. **SOUVENIR AND GIFT CONCESSIONS**
Programs, records, tapes or other merchandise related to a performance or to the producing organization may be sold at locations throughout the Center, provided prior arrangements are made with the General Manager. Such sales are subject to a percentage of the gross receipts payable to the Center.

12. ALTERATION OF LEASED PREMISES

Each Lessee shall take the premises in the condition USER finds them, and in the event any USER finds it necessary to remove or change the location of any stage, rigging or equipment, such changes shall be made at the USER's expense; and USER shall agree to return all such equipment, stages or rigging back to the condition in which it was found following each Event Period if necessary. Any stage equipment or rigging modifications must receive written permission of the General Manager and shall be under the supervision of the Center's Production Services Coordinator at Lessee's expense.

13. INTERMISSIONS

USER agrees that for programs lasting one and one-half hours or more, an intermission of not less than fifteen (15) minutes shall be held, unless written agreement is reached between the General Manager and USER.

14. OBSERVANCE OF LAW

All USERS of the facility shall comply with all laws of the United States and the State of California and with the ordinances and policies of the City of Walnut Creek and regulations of the Art Center.

15. COPYRIGHT INFRINGEMENT

Royalty payments and copyright clearance is the sole responsibility of the USER. USER must accept all responsibility for and absolve the Center from any liability or expense arising out of the use of any composition, work or material covered by copyright.

16. PROTECTION CLAUSE

The General Manager may deny rental of the Center if, in the Manager's professional opinion, there would be an excessive or unfair degree of competition as a result of bookings of a similar nature in the same promotional period of time.

17. APPEAL PROCESS

In the event a dispute arises between USER and a member of the Center's staff, the General Manager will review the facts and make a determination. If the USER is not satisfied, the USER may appeal to the Director of Arts, Recreation, and Community Services.

18. DEFAULT BY USER

In the event that the USER shall fail to perform, keep and observe any of the terms, covenants or conditions of the contract to be performed, kept or observed, the Center shall give the USER notice of such default and in the event said default is not remedied to the satisfaction and the approval of the Center within the time specified by the General Manager, the USER may be declared in default and all of its rights hereunder shall be terminated. At the direction of the Center, the USER shall vacate the Center and shall have no right to further operate therein and shall forfeit all rights under the contract to any monies due or paid the Center in forms of rents, deposits, insurance, etc.

19. SAFETY

It is the responsibility of the USER to familiarize themselves, their agents and employees with the safety procedures and regulations governing all parts of the facility used by the USER. If necessary, the General Manager, or his/her agent, will meet as often as necessary to provide proper safety instruction.

20. INSURANCE

The City of Walnut Creek shall require the USER to furnish evidence of appropriate liability insurance. Upon written notification, the USER shall procure said insurance which limit shall not be less than \$1,000,000 (or limits established by City's Risk Manager) for death or bodily injury to one or more persons and damage to or loss of property in one occurrence. The insurance policy must remain in force during term of occupancy. A Certificate of Insurance of the policy shall be filed in the office of the General Manager at least fourteen (14) days prior to event.

21. ADVERTISING

Posters, flyers and other promotional or informational materials may be placed in designated locations with approval from the General Manager. All material, which includes the Center's name, shall be reviewed with the General Manager prior to disbursement.

22. ARTISTIC INTEGRITY

The Center hereby affirms the right of the USER to artistic control of its performances or events and further affirms USER's right to free expression provided all other contractual obligations are satisfied. The Center shall not interfere with the direction, acting, performance or design or attempt to alter or cut any work performed at the Center. The Center's General Manager may require appropriate notice in advertising or publicity that work contains material that may be considered objectionable to some patrons.