



## **OPERATING POLICIES: DEL VALLE THEATRE**

The Acalanes Union High School District owns the Del Valle Theatre. The City of Walnut Creek through the Leshar Center for the Arts handles the operation and scheduling, under contract, for the Acalanes Union High School District.

This document is a policy statement, intended to set a general framework for the use of the Del Valle Theatre, and to guide and inform the community and the staff on its operation.

### **I. GENERAL CRITERIA**

The use and scheduling of the Del Valle Theatre, 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 between 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 Leshar Center for the Arts 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 Acalanes Union High School District and the City of Walnut Creek, and general criteria outlined above.

### **II. AUTHORITY**

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

### **III. CONTRACT**

- A) All contracts shall be in writing, and executed for and on behalf of the City of Walnut Creek by the Director, or the Director's designee.
- B) The facility Lessee agrees to indemnify and hold harmless from and defend the City, the members of the City Council, the Acalanes Union High School District and board

members, 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 Del Valle Theatre.

- C) The Lessee may be required to furnish in writing twenty (20) days before an event, any information requested by the Leshner Center for the Arts 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.

#### **IV. 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.

#### **V. RULES AND REGULATIONS**

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

#### **VI. 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.
- 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 Leshner Center's Production Services Coordinator, Lessee may provide its own backstage operating crews, with the exception of the facilities' light, sound and rigging technicians. The use

of the theatre 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 Lessee'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 Leshar Center Manager.
- e. As a matter of practice, requests for performance and event dates shall be made in writing to the Center Manager from the School District by December 1 of each year, nine (9) months in advance of the next fall season, and February 1 for the public. Whenever possible at least one (1) set of alternative dates shall be provided by the Lessee.
- f. The Center's goal is to accommodate the interests of all the Lessees for the purpose of maximizing the Center's activities. Scheduling shall be on the following bases:
  - Class A:* Uses identified by the DISTRICT Superintendent or his/her designee, as events sponsored or organized by the DISTRICT.
  - Class B:* Uses by groups identified by the Director of Arts, Recreation and Community Services, or his/her designee, as regular users of the Leshar Center for the Arts.
  - Class C:* Uses by other community organizations, businesses or individuals, but not identified as Class A or Class B users.
- g. Lessee is limited to a maximum of 50 people backstage.

## **VII. EVENT PERIOD**

The EVENT PERIOD is a period of time between 8:00am and Midnight, for up to five (5) consecutive hours, when the facility is being 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 are: One technical and one Ticket Office. Additional staff may be assigned to cover additional needs of the clients at applicable rates determined by the Center's General Manager.

## **VIII. NON-EVENT PERIOD**

The NON-EVENT PERIOD is that period of time between 8:00am and Midnight when the Lessee occupies the facility but the facility is 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 five (5) hour EVENT PERIOD.

## **IX. TICKET OFFICE**

- a. The Center will operate the TICKET OFFICE for all events held in the Del Valle Theatre with the exception of special school activities.
- b. All tickets sold at the Center, or on site, shall at all times be under the charge of the General Manager. The General Manager shall, at the satisfactory termination of the event, make all necessary payments to the Lessee for money

received from sale of tickets less expenses incurred. In recognition of the fact that Lessee 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 Lessee 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. Lessee 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. Lessee may designate any number of "house" seats for purposes including District requirements, complimentary tickets, City use, or for promotional purposes. Lessee 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 the Lessee.
- 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.

## **X. CONCESSIONS**

### **a. PRE-SHOW, INTERMISSION, POST PERFORMANCE**

The Center reserves all concession rights for its own benefit, including sale of all food and beverage. Alcoholic beverages are not permitted at any time in the Del Valle Theatre. Special arrangements may be made through the Center manager's office for catering needs.

### **b. PRIVATE PARTIES**

The Center reserves the right to establish a list of approved caterers, which will be permitted to provide service in the Theatre 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 Del Valle Theatre, provided prior arrangements are made with the General Manager. Such sales are subject to a percentage of the gross receipts payable to the Center.

## **XI. ALTERATION OF LEASED PREMISES**

Each Lessee shall take the premises in the condition the Lessee finds them, and in the event any Lessee finds it necessary to remove or change the location of any stage, rigging or equipment, such changes shall be made at the Lessee's expense; and Lessee 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 Center Manager and shall be under the supervision of the Center's Production Services Coordinator at Lessee's expense.

## **XII. INTERMISSIONS**

Lessee 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 Center Manager and the Lessee.

## **XIII. OBSERVANCE OF LAW**

All Lessees 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, Acalanes Union High School District and regulations of the Art Center.

## **XIV. COPYRIGHT INFRINGEMENT**

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

## **XV. PROTECTION CLAUSE**

The Center 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.

## **XVI. APPEAL PROCESS**

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

## **XVII. DEFAULT BY LESSEE**

In the event that the Lessee 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 Lessee 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 Lessee may be declared in default and all of its rights hereunder shall be terminated. At the direction of the Center, the Lessee shall vacate the Theatre 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.

## **XVIII. SAFETY**

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

## **XIX. INSURANCE (See Attached Notice of Conditions)**

The City of Walnut Creek and the Acalanes Union High School District shall require the Lessee to furnish evidence of public liability insurance. Upon written notification, the Lessee shall procure said insurance which limit shall not be less than \$1,000,000 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 Center Manager at least fourteen (14) days prior to event.

**XX. 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 Theatre's name, shall be reviewed and approved with the General Manager prior to disbursement.

**XXI. ARTISTIC INTEGRITY**

The Center hereby affirms the right of the Lessee to artistic control of its performances or events and further affirms Lessee'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 General Manager may require appropriate notice in advertising or publicity that work contains material that may be considered objectionable to some patrons.

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