



Administration Offices:
Lesher Center for the Arts
1601 Civic Drive
Walnut Creek, CA 94596
www.LesherARTScenter.org

Theatre Address:
Del Valle Theatre
1963 Tice Valley Blvd
Walnut Creek, CA

OPERATING POLICIES: DEL VALLE THEATRE

Rules and Regulations

The Acalanes Union High School District owns the Del Valle Theatre. The City of Walnut Creek through the Lesher 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 Lesher 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 Lesher 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 60 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 61 to 80 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 81 or more 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 Lesher 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 Lesher General Manager.
- e. As a matter of practice, requests for performance and event dates shall be made in writing to the General 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 Lesher 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 is: 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 General 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 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.

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 thirty (30) 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.

Rental Rules and Regulations

This document is intended to inform and guide presenters in the producing of their event in the Leshler Center for the Arts. We look forward to presenting your product in the most informative and professional manner possible.

I. AUDIENCE SERVICES

- **LOBBY AREAS:** Beverage service is available only by special advanced permission. A 10-20% concession fee may apply.
- **DISPLAYS:** Those wishing to augment their event with lobby displays and/or retail merchandising should make prior arrangements with the Audience Services Coordinator at least two weeks in advance of the event date. Leshler Center for the Arts retains a commission on all retail sales. Displays may not be affixed to walls or windows of the Leshler Center.
- **TICKET OFFICE:** Per your contract, the **CENTER TICKET OFFICE** is the sole ticket agency for all events, which take place at the Center. All events held at the Del Valle Theatre will be required to use the Ticket Office. The Del Valle Ticket Office is located adjacent to the main lobby of the Del Valle Theatre, at 1963 Tice Valley Blvd.
 - a. No event may be put on sale by a discount broker (i.e. Goldstar) without prior written consent of the Audience Services Coordinator or General Manager. A fee of \$1.00 per ticket will be charged to the producer/presenter for each ticket placed on Goldstar.
 - b. Single performance ticket buyers may exchange tickets for another performance of the same event up to 24 hours prior to the date printed on their tickets; the charge for such exchanges is \$5.00 per ticket.
 - c. Series ticket holders may exchange their series tickets for another performance of the same event up to 24 hours prior to the date printed on their tickets; there is no charge for series ticket exchanges. Excessive seating exchanges may incur a \$5.00 fee.
 - d. Under no circumstances may tickets be exchanged after the performance date printed on the ticket has passed.

- e. Under extreme circumstances (death, serious illness, etc.) refunds may be made with the written permission of the production contact prior to the event date.
- 2) **PROMOTIONS:** Approximately 8 to 10 weeks prior to the event, please contact the Center Administration Office in order to establish a time schedule for publicity, ticket sales and other aspects of promotion channeled through the Center Ticket Office.
- a. All printed material, which promotes events at the Del Valle Theatre, must be submitted to the Center Administration Office for proofreading and approval prior to printing. Our intent is to ensure accuracy of dates, times, mail order form, etc.
 - b. In order to avoid confusion for the ticket buyer, the performance venue must be listed as "Del Valle Theatre".
 - c. The Center will provide you with selected logos for the Leshner Center for the Arts and the Center Ticket Office charge-by-phone line for use on promotional literature.
 - d. Posters and Handbills: The Center Ticket Office will post posters and handbills, as space permits, in the inside Ticket Office Lobby area only and in the lobby of the Del Valle Theatre. (Ideally, tickets should be available for public sale about 60 days in advance of the event.) As space in the Center Ticket Office lobby display case permits, posters and handbills will be displayed according to calendar priority.
 - i. The Center Ticket Office would like to receive 2-3 posters.
 - ii. Posters can not be larger in size than 11" x 17", vertical.
 - iii. Handbills should be approximately 5" x 8".
 - iv. Regular monitoring on the part of the presenter will ensure that ticket office has an adequate supply of handbills. Ticket office staff will assist as much as possible, but the ultimate responsibility lies with the presenter.
 - v. Outside panel displays (OPD) are available to all clients through the Center Administration Office for a fee.
 - vi. For major producing clients lobby banners are available for display through the Center Administration Office for a fee.
 - vii. For major producing clients E-News and social network marketing opportunities are available through the Center Administration Office for a fee.
- 3) **MAILERS:** At the presenter's discretion, a supply of mailers may be furnished to the Audience Services Coordinator, for inclusion in ticket orders mailed from the office on a daily basis. Mailers should be a single sheet, and no larger than 8-1/2" x 3-1/2". (See #8 PUBLICITY OPPORTUNITIES below.)
- 4) **VOICEMAIL:** As space on the system permits, your event will be announced on the "upcoming events" voicemail information line, which is updated on a weekly basis. In addition, your event will be announced on the "today's events" information line, which is updated daily.
- 5) **PUBLICITY OPPORTUNITIES:**
- a. Daily Mailing Inserts
 - i. 30 Business Days prior to Opening
 - ii. No additional fee for postage.
 - iii. You provide single or double-sided copies, cut to 8-1/2" x 3-1/2" and the Ticket Office will insert them into random daily mailings to ticket buyers AT LEAST 30 DAYS PRIOR TO PERFORMANCE (Copy shall be approved by Center Administration Office prior to printing).

6) **SEASON BROCHURES AND MAIL ORDER FORMS**

- a. As space permits, season brochures will be displayed during peak promotion periods (usually April through September for series, which begin in the fall). They will be displayed in the Ticket Office lobby and the lobby of the Del Valle Theatre as space permits.
- b. All brochures and mail order forms should prominently and clearly display the following address:
Center Ticket Office
1601 Civic Drive
Walnut Creek, CA 94596
- c. All mail order forms should request the following patron information:
Last Name, First Name
Address
Home or Cell Phone Number*
* The phone number is very important to our record keeping. We do not use this number for solicitation. Rather, because it is unique to one patron household (as a work phone number is not), we can track lost tickets, buying history, etc. to guarantee the best possible individual service.
- d. All mail order forms should request the following credit card information.
- e. Type of credit card being used; Credit card account number; Expiration date; Cardholder's signature; Billing Address and cvv#.
- f. All season ticket mail order forms must include an advisement that the patron will be charged an additional \$7.00 for handling. This is a one-time charge for the entire order, regardless of the number of tickets purchased.
- g. All single-event mail order forms should advise patrons to include a self-addressed stamped envelope for return of tickets by mail. If a "SASE" is not included, tickets will be held for pick-up at the ticket office Will-Call window.
- h. All mail order forms become the property of the Center Ticket Office. However, the respective presenter may make them available for reference.
 - i. Season ticket mail order forms will be retained for one or two years to provide additional patron history, to supplement the ticketing software
 - ii. Single event mail order forms will be retained until one week following the performance.

7) **CHECK ACCEPTANCE POLICY:** The Center Ticket Office accepts checks payable to "CITY OF WALNUT CREEK" or "LESHER CENTER FOR THE ARTS" or "LCA".

8) **HELD TICKETS**

- a. Seats for each performance of your event will be held from public sale for the exclusive use of the production contact indicated on your contract (or his/her designee by written notification). Unless otherwise pre-arranged with Audience Services, the seats will be held according to the following:
 - i. Del Valle Theatre - fourteen (8) seats in the center section on the main floor (approximately 2% of total seating capacity).
- b. The production contact may wish to hold additional seats to accommodate the press, videotaping, VIP patrons, etc. Request for such additional seats should be made in writing to Audience Services prior to tickets becoming available for public sale.
- c. The "producer" seats referred to above will be released only at the request of the production contact. Such request may be made in writing or by telephoning the Center Ticket Office private producer's line, during business hours: Tuesday through Sunday, Noon to 6:00pm NOTE: This

phone line is for the exclusive use of producers and will not be used to conduct non-related ticket business.

- d. Any producer or executive seats not requested or released in advance will automatically be released for public sale according to the following schedule 30 minutes prior to curtain
- e. The City of Walnut Creek/Lesher Center for the Arts holds for its use four (4) seats per performance. Seats not used by the City/LCA will be released for public sale prior to curtain time.

9) UNPAID RESERVATIONS

- a. Patrons may make ticket reservations in person or by telephone within the following circumstances:
 - i. Group sales: Tickets will be held for one week to allow group contact to sign a group Sales Contract and provide a deposit. (see #13)
 - ii. Season ticket subscriber who will exchange ticket with 24 hours in person.

10) GROUP SALES

- a. The Center Ticket Office accepts group sales and requires, for your protection, that the following conditions are met:
 - i. The minimum group requirement varies by producer. This requirement is determined by the producer. The following group sales levels are available; 8+, 10+, 12+, 15+ 20+ 30+.
 - ii. A deposit of no less than twenty-five per cent (25%) of the total cost of the tickets is received within one week of the placement of the reservations
 - iii. Group representative signs an agreement outlining payment schedule, return policy, etc. NOTE: In the event a group wishes to purchase all seats for a performance, the "return" clause is struck from the agreement.

11) COMPLIMENTARY TICKETS: Complimentary Tickets are provided through the Center Ticket Office at the discretion of the production contact only.

- a. The production contact should provide a list of company/crew members eligible to receive complimentary tickets, as well as any restrictions, which may pertain (e.g. number of tickets, restricted performances) using the comp ticket form.
- b. With the exception of those issued to members of the press, complimentary tickets cannot be exchanged or returned without the written consent of the production contact. The producing company will be charged no less than \$1.00 for each exchanged ticket.
- c. Complimentary ticket vouchers and/or discount ticket coupons issued to company members or others must be redeemed in person at the Center Ticket Office. If tickets are sold, a limit of 5% may be used as complimentary tickets.(20) Other arrangements can be made for additional complimentary tickets whose value will be charged to the Producer.
- d. Complimentary ticket vouchers and discount ticket coupons must be surrendered at the time of reservation, either in person or through the mail Audience Services must retain on file a copy of any ticket vouchers or coupons issued by the presenter at least 3 days prior to offer.

12) REPORTING

- a. Patrons purchasing tickets will be given general information regarding the availability of tickets and/or best available seating for an event or series of performances.
- b. Patrons will be informed if only single seats remain for a performance and, if appropriate, the relative location of those seats in proximity to other single seats.
- c. Ticket sales progress reports may be obtained only by the production contact or his/her designee by written notice; no other company member may receive such information.
 - i. Weekly sales reports begin 8 weeks prior to your performance. Weekly sales reports are sent each Wednesday, no later than 4pm.
 - a. The fee for additional sales reports, above these 8 automatically generated is \$50 per report.*
 - b. Weekly sales reports will continue through a multi-week performance run, complimentary.
 - ii. Daily sales reports will be sent upon request only, no sooner than 9 business days prior to your performance date. Requests for Daily sales reports should be directed to the Audience Services Coordinator.
 - a. Any daily sales reports requested earlier than 9 days will incur a cost of \$50 per report.*
 - b. Daily sales reports are generated Tuesday through Saturday.
 - c. Daily sales reports will not continue through a multi-week performance run without additional cost.
- d. Ticket sales progress reports may be obtained only by the production contact or his/her designee by written notice; no other company member may receive such information.
- e. Ticket Office records are turned over to the General Manager immediately following the event or final performance of a series of events. All post-performance reporting, including financial reconciliation should be obtained from the General Manager (phone: 925-295-1400, M-F 8am-5pm).
- f. While it is our policy not to provide mailing lists to anyone for reasons of patron confidentiality and to protect the LCA's business interests, we understand a producer's desire for direct marketing and will manage the distribution of messages through a professional mailing house. We require mailing houses to sign a confidentiality agreement and destroy the mailing lists upon completion of the project. E-mail addresses are not available.
- g. *All prices are subject to change. Please contact Center Administration Office for updates.

13) CATERING

- a. Caterer will arrange for on-site interview as necessary with Audience Services Coordinator.
- b. All billing will be made directly to the Lesher Center for the Arts. The catering bill will be paid by the Lesher Center for the Arts and charges for catering services will appear on the client's final billing from the Lesher Center for the Arts. Fees quoted by Audience Services are exclusive of tax and service. There is a 10% surcharge added to all catering and rental bills by the City of Walnut Creek Upon final inspection following the event, and at the discretion of Center Management, an additional 5-10% cleaning fee may be assessed.
- c. Only approved catering services may be utilized. A list of approved caterers is available on-line at:
http://www.lesherartscenter.org/facilities_and_rental_info/catering

- d. Caterer will supply tables and linens as required, unless other arrangements are made with the Audience Services Coordinator.
- e. Caterer will set up no earlier than the contract event period, with the following exception:
 - i. For post-performance receptions, Caterer will set up no earlier than following the last intermission. In the event of no intermission, set up will begin no earlier than 15 minutes after the scheduled curtain time.
- f. All tables will be covered and skirted on all sides. Audience Services must approve color.
- g. All storage containers, boxes, bags, dry supplies, bottles, and glassware, must be stored out of public view and approved by Audience Services.
- h. Food will be delivered to the Del Valle Theatre in serving containers. No food preparation on the premises is permitted.
- i. A Catering Representative must be present at all times while product is being consumed by the public.
- j. Tables and equipment: 1 table per theatre is provided as part of rent. This table may be used for any approved use, but not for food or beverages. Any additional tables needed, will be rented from an outside approved vendor with full linens through Audience Services.
- k. At no time will alcohol be served.

14) CLEAN-UP

- a. All food and supplies (including empty storage containers and boxes) will be removed following the event and no later than the contract event period.
- b. General clean up of the food service area is necessary both during and after food service by caterer. The Del Valle Theatre has trash receptacles located in all areas. Caterer may be required to supply additional trash receptacles as deemed necessary by Audience Services.
- c. In order to maintain this facility for the multitude of users and events, it is expected that caterers, to the best of their ability, leave the area in the same general condition in which it was found.

II. PRODUCTION SERVICES/SECURITY

15) STAGE

- a. Scenery Ground Plans, Drawings, Sections, Line-Set Schedules, Orchestra Plots, Etc must be provided to Production Services Coordinator for approval (4) weeks prior to load in (will not be returned). Del Valle Theatre specifications are available on-line at:
http://www.lesherartscenter.org/facilities_and_rental_info/technical_info
- b. Del Valle Theatre stage may not be painted. Lessees may bring in their own floor (i.e. Marley floor Masonite or painted floor cloths) to cover existing stage, if so desired.
- c. Nailing and/or drilling into the stage floor are not permitted. In order to attach scenery, platforms etc. to the deck, Lessee may only use tech screws by prior approval of Production Services Coordinator.
- d. Lessee is responsible for providing all of their own tools and hardware for their scenery.
- e. All stage draperies will be hung by Art Center technical staff. At no time may they be altered, pinned or taped. If drapes are moved from original line sets

and need to be returned for other events, Lessee will be charged for turnover time.

- f. Lessee may not alter, remove or attach to the proscenium or walls in any theatre at any time.
- g. All ground rows and scenic units must be downstage of the black curtain in front of the scrim cyc. Cross-over may be available behind the cyc. Crossover is via downstairs hallways.
- h. All items must be constructed to enter through the double door.
- i. All scenic elements must be designed to break down so that they can be removed after each performance. The grand drape and movie screen must have ability to be used after each performance.
- j. All settings must be designed and constructed in such a way that all units can be removed and stored backstage to provide access to other users of the facility.
- k. Do not store discarded sets or materials outside on the sidewalk or in hallways.
- l. All scenery, hardware, materials, tape, and tools must be provided by Lessee.

16) LIGHTING AND SOUND

- a. All Del Valle Theatre lighting and sound equipment will be operated by Leshher Center for the Arts staff.
- b. All lighting designs and sound requirements must be approved by Production Services Coordinator at least four (4) weeks prior to load-in. (Rush charges may apply for information provided closer to the event than 4 weeks) In a case where your color needs to be changed for the other events in the Center, the turn over time will be charged to your organization. In most cases this can happen during your event period by your personnel.
- c. In order for your production to run smoothly, a pre-production meeting with the Production Services Coordinator must be scheduled at least four (4) weeks prior to load-in. This meeting is only up to one hour. (for meetings that require more time or additional meetings, additional charges may apply) Please call 925.295.1400 to schedule the meeting.
- d. A set of grid and circuit plans, a House lighting plot and surplus inventory can be downloaded at:
http://www.lesherartscenter.org/facilities_and_rental_info/technical_info The House lighting plot is permanent and may not be altered. It may, however, be supplemented based on availability of circuits and equipment.
- e. All lighting equipment will be hung and focused by Center approved electricians. Light design and equipment list must be approved four (4) weeks prior to load-in if applicable to your organization (a late fee may apply if not received by deadline).
- f. The Del Valle Theatre has 50 dimmers rated at 2.4KW per dimmer.

- g. Do not remove or trade connectors or clamps from lighting instruments or cables without the express permission of the Production Services Coordinator.
- h. Do not overload cable, connectors, circuits or dimmer capacity.
- i. Approved electricians are personally liable for damage from improperly installed lighting equipment. Please tighten all clamps and adjustment screws.
- j. The grand drape in the Del Valle Theatre must close without interference from any cables or set units.
- k. At no time are guests allowed in the booth. Only one (1) member from the Producing organization may be in the control booth. Please make arrangements prior to your event for proper procedures while in control booth.

17) RIGGING

- a. All rigging of scenery, flats, signs, banners, truss, chain motors, etc. must be pre-approved by the Production Services Coordinator four (4) weeks prior to load-in. It will be determined at that time whether Lessee or Center staff will rig the items for appropriate safety.
- b. Lessee and their riggers are personally responsible and liable for damage incurred by improper rigging.

18) BACKSTAGE CREWS

- a. Subject to prior arrangement and certification by the Production Services Coordinator, Lessee may provide its own backstage operating crews, with the exception of the Center's light, sound and rail technicians. During load-in and load-out it may be necessary to require additional LCA staff.
- b. For the protection of the equipment and the safety of the persons occupying the stage area, the Center, through its Production Services Coordinator, reserves the right to request the removal of any member of the Lessee's crew whose conduct or procedures may be 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.

19) FACILITIES AND/OR EQUIPMENT ALTERATIONS

- a. Under no circumstances may equipment or facilities be altered. Structural or electrical changes may be made only with the written permission of the General Manager.
- b. Costs incurred in repairing or replacing damaged, lost or stolen equipment, and costs incurred in repairing facilities (not due to normal wear and tear), will be paid by the organization or its representatives using the facility during which time said equipment or facilities were damaged, lost or stolen.

20) STORAGE SPACE FOR LESSEE

- a. Run-of-show storage space will be provided only by special arrangement with the Production Services Coordinator. The City of Walnut Creek, Acalanes School District or the Leshher Center for the Arts assumes no responsibility for property or material. An additional fee may be charged for materials not removed from Theatre premises after scheduled performance and/or rehearsal times, or not stored by previous arrangement.
- b. In the event that Lessee leaves equipment (sets, costumes, lighting equipment, etc.) on the premises, and the Leshher Center for the Arts has booked an event in a certain time period, Lessee will:
 1. Arrange for equipment to be stored or removed from premises, or
 2. Be charged rehearsal or performance rate, whichever applies.

21) VIDEO TAPING/AUDIO TAPING

- a. Written permission from the General Manager is required prior to your event in the event your organization would like to videotape, photograph or audiotape your performance. The position of the camera, etc must be in a position in which no patron must cross the camera location to exit the seating area.
- b. Seats in the theatre must be reserved for this purpose. You must be completely self-contained.
- c. No wires or cables can be run in the theatre. The Center cannot supply an audio feed to your equipment.

22) SMOKING AND EATING

- a. No eating is permitted in the theatre or backstage at any times. No smoking is allowed on the Del Valle Campus, including the theatre.

23) **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, General Manager, or his/her agent, will meet to provide proper safety instruction. Del Valle Theatre staff is trained in emergency exit procedures.

24) **CONDITION OF PREMISES:** Each lessee shall take the premises in the condition lessee finds them. In the event any lessee finds it necessary to remove or change the location of any stage equipment, such changes shall be made at the Lessee's expense and with written permission from the General Manager, and Lessee shall agree to return all such equipment back to the condition in which it was found. Any stage equipment modifications shall be under the supervision of the Production Services Coordinator.

25) **SEATING CAPACITY:** The seating capacity of the Del Valle Theatre is 384.

26) SECURITY

- a. All production companies must provide their own backstage security and limit the backstage to no more than 40 persons. These persons are not permitted in the seating area without a ticket.
 - b. Due to the nature of an event (Dignitaries, Rock Concerts, etc.) additional LCA Security and Management staff may be added to your event as necessary for facility operation and safety as per General Manager.
- 27) **MAINTENANCE:** Facilities (Theatre, Stages, Dressing Rooms, etc.) must be left in an orderly fashion. The user will be charged for any excessive cleaning at a prescribed rate.

28) **SPECIAL SERVICES**

- a. **FACILITY:** In accordance with the LCA Operating and Rental Policies, Item 1 (General Criteria) and Item 6 B (Rental Policies), special service rates for Event Periods, Non-event Periods and Staff may be established by the Director of Arts, Recreation and Community Services with the approval of the City Manager.
- b. **SOUVENIR AND GIFT CONCESSIONS:** In accordance with Item 11 C of the Lesher Center for the Arts OPERATING AND RENTAL POLICIES, the General Manager, with approval of the Director of Arts, Recreation and Community Services may establish the percentage of gross sales charged to Lessee.
- c. **REQUESTED INFORMATION:** In accordance with Item 3 C of the Lesher Center for the Arts OPERATING AND RENTAL POLICIES, the General Manager, with approval from the Director of Arts, Recreation and Community Services, may assess additional charges for failure by Lessee to provide necessary production information in a timely manner for determination of event arrangements.
- d. **SPECIAL PROMOTIONS:** Promotional opportunities are available by special arrangements with the General Manager. These include, front of Center displays, lobby displays, special signage, street banners, etc. Fees for special displays opportunities are available through the Administration Office.