



1601 Civic Drive
Walnut Creek CA 94596
925.295.1400
www.lesherARTScenter.org

Rental Rules and Regulations

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

I. AUDIENCE SERVICES

- 1) **LOBBY AREAS:** Beverage service is provided by the Center's contracted concessionaire approximately 45 minutes prior to curtain time and during intermissions. Beverage service is not provided in the following instances:
 - a. When advance ticket sales indicate that attendance will be below 20% of capacity
 - b. At weekday performances which take place prior to 4pm, except by special arrangement:
 - c. At family programs where the audience is anticipated to consist largely of families with young children.
- 2) **DISPLAYS:** Those wishing to augment their event with lobby displays and/or retail merchandising should make prior arrangements with the Audience Services Supervisor at least two weeks in advance of the event date. Leshar Center for the Arts retains a commission on all retail sales. Displays may not be affixed to walls or windows of the Leshar Center.
- 3) **TICKET OFFICE:** Per your contract, the **CENTER TICKET OFFICE** is the sole ticket agency for all events, which take place at the Center facilities. All events held at the Center facilities will be required to use the Ticket Office. The Center Ticket Office is located adjacent to the main entrance of the Walnut Creek Leshar Center for the Arts, at 1601 Civic Drive.
 - a. No event may be put on sale by a Third Party discount broker (i.e. Goldstar) without prior written consent of the LCA Audience Services Supervisor or General Manager. A fee of \$1.00 per ticket will be charged to the producer/presenter for each ticket allocated through a Third Party discount broker.
 - 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. Season 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. All tickets will be paid in full prior to being issued. Producers are permitted to request and be issued tickets at full value equal to 5% of the seating capacity under producer mode with prior approval of the LCA General Manager.

- 4) **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.
- a. All printed material, which promotes events at the Lesher Center for the Arts facilities, 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 "Lesher Center for the Arts", and reference to the individual theatre name should be avoided
 - c. The Center will provide you with selected logos for the Lesher Center for the Arts and the Center Ticket Office charge-by-phone line for use on promotional literature. The unauthorized use of any LCA logo may result in a charge or cancellation of contract.
 - d. Posters and Handbills: The Center Ticket Office will post posters and handbills, as space permits, in the inside Ticket Office Lobby area only. (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. (Priority of display space will go to multi-performance events.) Display space may not be guaranteed.
 - i. The Center Ticket Office may 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" portrait orientation.
 - 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. Production must run a minimum of 12 performances to qualify.
 - vii. For major producing clients E-News and social network marketing opportunities are available through the Center Administration Office for a fee.
- 5) **MAILERS:** At the presenter's discretion, a supply of mailers may be furnished to the LCA Administration Offices, 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.)

- 6) **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.
- 7) **MARQUEE:** Two electronic reader boards above the main entrance to the Center facing Civic Drive/Locust Drive and California Blvd, are updated and on a weekly basis. One month in advance of your event date, and as space permits, your event information will be displayed on the marquees. The message will appear no longer than 6 sec before changing to a new screen. The standard preview announcement displays the event title and event date(s). On performance days, the curtain times are displayed. No advertisement, other than your event title, will appear on the sign. No more than two message screens, about your event, will appear together. No phone numbers, other than the Center's Ticket Office number will appear on the sign, without General Manager Approval. As a common practice, the sign is used to promote a show or event not the producer or sponsors. Events, which are not in the Center, will not appear on the sign without General Manager approval.
- 8) **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). No outside advertising permitted.
 - b. Diablo Arts
 - i. Diablo Arts - Center Magazine handed out at all LCA events.
 - ii. No Charge - included in your rental.
 - iii. For special ads, please contact Diablo Publications at (925) 943-1199.
- 9) **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 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.

- d. All season ticket mail order forms must include an advisement that the patron will be charged an additional \$10.00 for handling. This is a one-time charge for the entire order, regardless of the number of tickets purchased.
- e. All single-event mail order forms should advise patrons to include a self-addressed stamped envelope and that they will incur a \$3.00 mail fee 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.
- f. 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 three 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.

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

11) **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. Hofmann Theatre - fourteen (14) seats in the center section on the main floor (approximately 2% of total seating capacity).
 - ii. Margaret Leshher Theatre - six (6) seats in the center section (approximately 2% of the total seating capacity).
 - iii. Vukasin Theatre - two (2) seats in the center section (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/Leshher 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.

12) **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.

13) 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; 10+, 15+ 20+ 30+.
 - ii. A deposit of no less than twenty-five per cent (25%) of the total cost of the tickets is received immediately to guarantee seats.
 - 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.

14) 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 \$5.00 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. 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.

15) 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 Supervisor.

- 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.

16) CATERING

- a. Caterer will arrange for on-site interview as necessary with Audience Services Supervisor.
- b. All billing will be made directly to the Leshar Center for the Arts. The catering bill will be paid by the Leshar Center for the Arts and charges for catering services will appear on the client's final billing from the Leshar Center for the Arts. Fees quoted by Audience Services are exclusive of tax and service. There is a 10%-15% 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/catering.html>
- d. Caterer will supply tables and linens as required, unless other arrangements are made with the Audience Services Supervisor.
- 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 Center in serving containers. No food cooking or 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.

17) 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 Center has trash receptacles located on all levels. 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

18) STAGE

- a. Scenery Ground Plans, Drawings, Sections, Line-Set Schedules, Orchestra Plots, Etc must be provided to Production Services Supervisor for approval (4) weeks prior to load in (will not be returned). Additional materials may be required. Ground plans of the stages can be downloaded at <http://www.lesherartscenter.org/rental-information.html>
- b. Hofmann Theatre, Margaret Leshar Theatre, George & Sonja Vukasin Theatre and Del Valle Theatre specifications are available on-line at <http://www.lesherartscenter.org/rental-information.html>
- c. Leshar Center stages 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.
- d. 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 Supervisor.
- e. Lessee is responsible for providing all of their own tools and hardware for their scenery.
- f. 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.
- g. Lessee may not alter, remove or attach to the proscenium or walls in any theatre at any time.
- h. 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.

- i. All items must be constructed to enter through the freight elevator dimensions. Door openings are 6'10" wide x 7'10" high. Ceiling height is 8', and the platform is 17'8" long x 7'9" wide. Center staff must operate freight elevator.
- j. 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.
- k. 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.
- l. Do not store discarded sets or materials outside on loading dock or in hallways.
- m. All scenery, hardware, materials, tape, and tools must be provided by Lessee.

19) LIGHTING AND SOUND

- a. All Art Center lighting and sound equipment will be operated by Leshar Center for the Arts staff.
- b. All lighting designs and sound requirements must be approved by Production Services Supervisor 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 lighting 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 Supervisor 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. set of grid and circuit plans, a House lighting plot and surplus inventory can be downloaded at: <http://www.lesherartscenter.org/rental-information.html>
- e. The House lighting plot is permanent and may not be altered. It may, however, be supplemented based on availability of circuits and equipment.
- f. 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).
- g. The Hofmann Theatre has 269 dimmers rated at 2.4KW per dimmer. The Margaret Leshar Theatre has 100 dimmers rated at 2.4KW per dimmer. The Vukasin Theatre has 60 dimmers rated at 2.4KW per dimmer.
- h. Do not remove or trade connectors or clamps from lighting instruments or cables without the express permission of the Production Services Supervisor.

- i. Do not overload cable, connectors, circuits or dimmer capacity.
- j. Approved electricians are personally liable for damage from improperly installed lighting equipment. Please tighten all clamps and adjustment screws.
- k. The grand drape in the Hofmann and Margaret Leshner Theatres must close without interference from any cables or set units.
- l. 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.
- m. All scenery, hardware, materials, tape and tools must be provided by Lessee.

20) RIGGING

- a. All rigging of scenery, flats, signs, banners, truss, chain motors, etc. must be pre-approved by the Production Services Supervisor 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.

21) BACKSTAGE CREWS

- a. Subject to prior arrangement and certification by the Production Services Supervisor, 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 Supervisor, 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.

22) 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.

23) STORAGE SPACE FOR LESSEE

- a. Run-of-show storage space will be provided only by special arrangement with the Production Services Supervisor. The City of Walnut Creek or the Leshler 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 Leshler 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.

24) 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.

25) SMOKING AND EATING

- a. The Leshler Center for the Arts is a NO SMOKING facility. We are located in downtown Walnut Creek's "Pedestrian Retail District" in a smoke free downtown area. No smoking is permitted in or around the LCA.
- b. No eating is permitted in the theatre or carpeted backstage areas at any times.
- c. The Tech Lounge has been provided on the First Floor (near Dressing Rooms) for snacks and drinks. Check with your Stage Manager for rules regarding eating in costumes. Please no food or drink on stage level or in Green Room with the exception of bottled water.

26) 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. Center staff is trained in emergency exit procedures.

27) 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 Supervisor.

28) **SEATING CAPACITY:** The seating capacity of the Hofmann Theatre is 785; capacity of the Margaret Leshner Theatre is 297; capacity of the Vukasin Theatre is 133; capacity of the Del Valle Theatre is 384. Additional seating available with prior approval of General Manager.

29) **SECURITY**

- a. All production companies must provide an approved list of production personnel to be admitted backstage. Depending on total backstage occupancy, a very limited number of production guests may be admitted. The General Manager will limit the number of guests permitted backstage at any time and if necessary provide additional personnel at Production Companies expense. Security List guidelines are as follows: Hofmann Theatre – 100; Margaret Leshner Theatre – 60, Vukasin Theatre – 30, Del Valle Theatre – 40.
- b. Guests are permitted on the first floor of the backstage area only.
- c. A fee of \$15.00 each will be charged to your organization for any lost backstage passes. All passes must be turned in at the end of each day.
- d. Security lists are required no later than 10 days prior to your event and the necessary staff will be assigned based on the client's backstage list. If information is provided less than 10 days prior to event an additional "rush charges may be applied.
- e. 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.

30) **MAINTENANCE:** Facilities (Theatres, Stages, Dressing Rooms, Green Room, etc.) must be left in an orderly fashion. The user will be charged for any excessive cleaning at a prescribed rate.

31) **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 Leshner 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 Leshner 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.
- e. **FUND RAISING:** The Leshler Center for the Arts programs and Diablo Regional Arts Association, the fund raising partner of the Leshler Center for the Arts, are the only entities that may use the Center for fundraising purposes. The General Manager will determine if any fundraising would be considered a concession and thus subject to 31b conditions.
- f. The City of Walnut Creek and Leshler Center for the Arts are not responsible for power loss due to PG&E, weather, or accidents due to Acts of God.