

## **LANCASTER PERFORMING ARTS CENTER GENERAL OPERATING POLICY**

The Lancaster Performing Arts Center is a multi-cultural facility designed for music, drama, dance, lectures, and a wide variety of community activities.

### Section 1. Definitions

- .01 **Center**, Lancaster Performing Arts Center, Lancaster, California, and all facilities therein.
- .02 **City**, City of Lancaster, or its representatives, having exclusive operational jurisdiction over the Center.
- .03 **Agreement**, written agreement for the use of the Center as issued to an applicant by the City Manager. There are many types of agreements; the most common is the **Rental Agreement** covering the rental of the Center.
- .04 **Contract**, binding agreement between the City and a performing artist.
- .05 **Lessee**, any person, firm, association, company, organization, partnership, or corporation that applies for and is granted an agreement to use the facilities of the Center.
- .06 **Concessions**, sale of all food, beverage, merchandise and convenience items or the renting of items or equipment in connection with an event at the Center.
- .07 **Performance**, a public presentation or exhibition. A performance will differ from a rehearsal when there are more than twelve (12) people present in the audience not directly connected to the event.
- .08 **Performing space**, portion of the Center used in the presentation of theatrical and non-theatrical events. Portions included in performing space are main stage; wings; dressing rooms; light, sound and projection booths; house; and black box.
- .09 **House**, portion of the Center where the audience observes the performance.
- .10 **House seats**, a predetermined number of seats held for use by the Center or lessee or, by the box office in case of an emergency. In many instances, these complimentary seats may be used by Center staff for viewing operations, distinguished visitors, and performing artists' representatives.

### Section 2. Authority

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- .01 The Lancaster City Council is vested with responsibility for the policy making and general oversight for all **City** facilities. This responsibility includes establishing rules necessary to assure proper operation of all **City** facilities.
- .02 The Lancaster City Manager is vested with the general supervision of all **City** facilities.
- .03 The City Manager shall have primary responsibility for the operation of the **Center** and shall act for and behalf of the **City** in management, supervision, and control of these facilities.
- .04 The **Center** is owned by the **City** which has exclusive management rights of the **Center**.

### Section 3. Rental Agreements/Performance Contracts/Agreements

- .01 The City Attorney shall approve all **Agreements** and **Contracts** as to form.
- .02 In accordance with adopted City Council policy, all Agreements and Contracts shall be in writing and executed for and on behalf of the City by the City Manager.
- .03 The **lessee** may be required to furnish in writing no later than ten (10) days before an event, any information requested by the City 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 **Center**.

### Section 4. General Rental Policies

- .01 In accordance with the adopted Rental Policy, all rental fees shall be paid in lawful money of the United States, certified check or other manner deemed adequate by the **City**.
- .02 The rental includes only the portion of the facility indicated, normal clean-up, heating and air conditioning service, front of house staff, and use of appropriate dressing rooms. The rental does not include any special services, labor, or equipment not supplied by the management under the terms for the Rental **Agreement**. **Lessee's** personnel must remain in the portions of the building contracted.
- .03 Recognizing that the majority of Rental **Agreements** shall be made by local performing arts organizations, priority shall be given to date selection on the following basis:
  - a. **Center** sponsored events and **performances**.
  - b. **City** sponsored events.

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- c. Nonprofit, noncommercial arts organizations with a series or multiple 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.
  - d. Nonprofit, noncommercial single date **performances** in a series or a single multiple performance run to be held at the **Center**.
  - e. Professional single date **performances** in a series or a single multiple performance run to be held at the **Center**.
  - f. Single date nonprofit, noncommercial **performances**.
  - g. Single date professional **performances**.
  - h. Meetings, conferences, and commercial uses.
- .04 A change in rental status shall occur when the rehearsal changes to a **performance** with the appropriate change in rental rate and the requirement of a house manager.
- .05 Users shall prohibit their personnel from entering areas of the **Center** other than the specific contracted areas and related support spaces. Performers may occupy the forward section of the seating area provided the rules concerning smoking and refreshments are strictly enforced.
- .06 All **lessees** have the option to be able to choose between clearing the stage apron of all components of a setup to release the **performing space** for rental to others on a dark night between performances or paying a fee equal to the current rehearsal fee per day to hold the **performing space** dark when there is a request by another **lessee** to rent the **performing space**.
- .07 **Lessee** shall designate one of its staff to be in charge of the event. This person or a designated alternate shall be in the **Center** during all rehearsals and **performances** and available to **Center** staff until the **Center** is vacated.
- .08 Should **lessee** leave the **Center** early, either by choice or on request, the fees still must be paid in full in accordance with the Rental **Agreement**.

#### Section 5. General Usage

- .01 The **Center** is a no-smoking facility. Smoking on stage is allowed only when specified in the script or if it is an integral part of the **performance**. The **Center** staff must be notified in advance of the event if there is smoking or any use of fire, so that they may institute the necessary fire regulations. Any infraction of smoking and fire regulations can become cause for ending the event and clearing and closing the **Center**.

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- .02 Drugs in any form are not permitted on the **Center** property at any time. Any person under the influence of intoxicating liquors and/or drugs shall be denied the opportunity to participate in any manner.
- .03 **Center** personnel supervising the facility will be responsible for enforcing regulations and reporting violations.
- .04 All audience groups are expected to follow normal standards of behavior and be fully clothed. Loud boisterous talk, profane language, fighting, and gambling or engaging in any activity not conducive are not permitted. The City Manager or designated staff shall have the right to remove from any part of the **Center** any person who is causing a disturbance or damaging property or engaging in any other conduct which is deemed to be threatening, dangerous or otherwise objectionable.
- .05 Under no circumstances will **City** equipment be removed from the **Center**.
- .06 Ordinarily when events are scheduled, the **Center** will be opened at 8 a.m. and closed by or before midnight.
- .07 Changing of furniture from rooms, or changes of any kind other than simple "Green Room" furniture arrangements are not permitted.
- .08 Current labor laws designate required breaks for **City** employees. A schedule must be developed with the City Manager to provide appropriate employee breaks. If additional technical help is needed to meet the schedule, the **lessee** may incur a charge for an extra staff person for the continuous use of the **Center**.

#### Section 6. Stage Technical Policies

- .01 **Staffing Personnel.** The Technical personnel shall consist of four Stage Assistant IIs who shall function as crew heads in the areas of lighting, sound, carpentry, and props. These positions shall be on duty at all times during a production. Production includes loading in, rehearsals and performances. Exceptions shall be: designated "worklight rehearsals", load ins where a specific area will not be utilized at the discretion of the Technical Director, "rental" events which do not require a staff of four, (discretion of the Technical Director).
- .02 In addition, there will be a pool of Stage Assistant Is who shall be used as needed to supplement the above mentioned staff. Stage Assistant Is shall function as general stage hands, loading and unloading trucks, erecting sets, hanging and focusing lights, moving sets and props and other tasks as assigned by a Stage Assistant II and/or Technical Director.

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- .03 **Operation of Equipment.** Outside technical personnel who accompany a specific production shall not operate any of the theatre equipment, including, but not limited to: lighting control console, audio mixing console audio recording and playback systems, counterweight rigging system, theatre hand power tools. Exceptions to these conditions shall be made by the Technical Director on a case by case basis.
- .04 **Orientation.** All Stage Assistant II and Stage Assistant I personnel shall undergo a complete safety orientation before they begin to work on the stage. This orientation will include, but is not limited to: location of fire extinguishers, operation of fire curtain, location of emergency exits and emergency lighting, nomenclature and procedure for operating the counterweight rigging system, instruction on emergency procedures for evacuation in case of fire, earthquake, and bomb threat.
- .05 **Outside Equipment.** Touring production personnel are permitted to handle any equipment which they bring into the Center. Any equipment which requires an electrical tie-in or which requires the use of the counterweight rigging system must be installed under the supervision of the theatre Technical Director or assigned representative. Touring personnel may be permitted to operate some house equipment with the permission of the Technical Director.
- .06 **Electrical.** Any and all equipment brought into the theatre by a touring production must be either Underwriter Laboratories Approved, or be subject to safety inspection by the Technical Director of the theatre or the Stage Assistant II in charge of lighting. Any sets, props, or costumes brought into the theatre by a touring production must meet or exceed all state and local fire codes for flame proofing. Any high voltage equipment brought in by an outside production which must be "tied in" to the theatre road power must be approved by the theatre Technical Director and the "tie in" work must be performed by a Lancaster City employee or be authorized by the theatre Technical Director, or hold a valid California Electrical Contractors License.
- .07 **Use of Fireworks.** Any touring production which wishes to utilize fireworks, guns, or open flames must notify the Theatre Technical Director not later than two (2) weeks before the first performance.
- .08 **Construction.** It is the policy of the theatre that no props, sets or costumes will be constructed in the theatre. Painting of same is to be limited to touch-up and repair work necessary to maintain the show.
- .09 **Access.** Access to the stage, dressing rooms, green room, musician's warm up room and all other backstage areas will be limited to performers, staff, and crew. Special guests may be allowed backstage if a guest list is provided to the theatre staff at least twenty-four (24) hours in advance.
- .10 **House.** The theatre "house plot" will include an even wash of clear white light from the front of House and overhead electrics, four (4) sets of black legs, four (4) black borders, two (2) black full stage traveler curtains whose hanging positions are permanent, one (1) white and one (1) black full stage scrim.

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- .11 **Live Animals.** The use of live animals will be approved if prior notice is given to the theatre staff and if a holding pen or cage is provided for each animal, very small animals will require a pen or cage for each species. The touring production staff which includes animals in their production shall be responsible for the care, feeding and cleanup of any animal. Any animal larger than a large dog must be accompanied by a full time attendant. This attendant may have responsibility of more than one (1) animal.
- .12 **Smoking/Eating.** There will be no smoking or eating on the stage, the theatre, dressing rooms, or control booths. The consumption of beverages is not allowed onstage or in the theatre except by performances and/or running crews.. Consumption of beverages is allowed backstage left near the vending machines and in the green room. Eating is allowed in the green room only, and in the black box theatre if prior approval is given by Center staff.
- .13 **Grand Piano.** The Baldwin 9' Grand Piano is to remain locked in the piano storage room at all times, with the exception of a rehearsal or performance.  
  
The piano should be tuned before each performance. Tuning times will be coordinated with the theatre Technical Director at least two (2) weeks prior to the scheduled tuning. Only those piano tuners approved by the City may be used.
- .14 **The Stage Floor** No nails, screws, or other fasteners may be used in the stage floor without the consent of the Technical Director. The stage floor may not be painted in any manner, for any purpose whatsoever.
- .15 **Cleanup** It is the responsibility of rental customers to keep the dressing rooms, green room, and backstage restrooms clean and neat. Groups leaving these areas with refuse not deposited in the waste containers provided for that purpose shall be subject to additional cleanup charges.

#### Section 7. Concessions/Alcoholic Beverages/House Program

- .01 The **City** reserves the right to provide **concessions** for all events held at the Center. If the Center staff is unable or does not desire to provide the **concession** service, the **City** reserves the right to approve caterers and concessionaires to sell or give away food, beverages, periodicals, programs and other merchandise, to operate coat rooms, and to take photographs in connection with the use of the **Center**.
- .02 **Lessees** may engage in or undertake the sale of merchandise or similar articles of services by so noting in the Rental **Agreement**. The **City** reserves the right to assess a fifteen (15) percent fee of the gross sales for all items sold. **City** and state sales tax must also be collected.

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- .03 Light refreshment may be served in the lobby during the event, only if requested as part of the advanced reservation procedure and a custodial and labor charge has been billed to or paid by the **lessee**.
  - a. A minimum of two individuals must be present to prevent refreshments from entering the **performing space**.
  - b. If the **lessee** does not or cannot furnish these individuals, they will be provided by the **Center** staff and will be billed according to the appropriate rates contained in the rental rate schedule.
- .04 Food and beverages are not permitted in any of the **performing spaces**. Food and/or beverages are permitted on stage only when such service is part of a **performance**.
  - a. Any person found eating or bringing food or beverage into the **Center** shall surrender such food or beverage to the **Center** staff or be asked to leave if such person refuses to comply. This applies before, during, and after rehearsals as well as **performances**.
  - b. Any person failing to comply with these requirements and/or refusing to cooperate with the **Center** staff, and if such actions constitute a public disturbance or threat to public safety, shall be referred to the appropriate authorities.
- .05 It is understood and agreed that in no event will **lessee**, its agents or guests, bring in the **Center** any food or beverages without the consent of the City Manager having first been obtained in writing.
- .06 Alcoholic beverages shall not be permitted to be sold or served in the Center except when duly authorized by the City Council and properly licensed in accordance with adopted policies and procedures.
  - a. For those performances the City Council approves serving wine and champagne, it will be served thirty (30) minutes prior to the performance and at intermission only. In that no mixing is required, the beverages will be served at the main concession area only by a concessionaire or the Lancaster Performing Arts Center Foundation.
  - b. Wine and champagne will not be allowed to be served at children's and matinee performances.
  - c. Serving of wine and champagne will be authorized for rentals with approval of the City Manager under the following guidelines: 1) not to be served at children's and matinee performances, and 2) only with approval of the renter, and 3) by a concessionaire or the Lancaster Performing Arts Center Foundation.
- .07 The consumption of alcoholic beverages by cast, crew, or others in any part of the **Center**, including the stage, lounges, dressing rooms, and adjacent areas, is prohibited. Failure to adhere to these regulations will be grounds for eviction from the **Center**.

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- .08 The **Center** reserves the right to exclusive distribution of a house program including the right to sell advertising therein. Coordination will be made with **lessee** for inclusion of production and organization material. Program copy must be received by the **Center** a minimum of thirty (30) days prior to the event. **Center** reserves right to program layout. For productions having less than four **performances**, **Center** may elect to combine program copy with one or more productions, in which case copy deadlines may be altered. **Center** reserves the right to determine the number of pages available for each productions having less than four **performances** in the event that space is limited.

Section 8. Box Office/Ticketing

- .01 The **Center** reserves the right to operate the Box Office for all events held in the **Center**. The **Center** may agree to handle non-**Center** events of a **lessee** who performs in the **Center** as well as other locations, subject to negotiation and prior approval of the City Manager.
- a. The **Center** shall maintain Box Office hours for walk up ticket purchases and accept ticket sales through the mail and by phone.
  - b. The **Center** reserves the right to use outlets for additional ticket sales.
- .02 **Lessee** is responsible for **lessee's** own ticket sales, publicity and promotion. If prior arrangements are made, the **Center** Box Office may be used for advance ticket sales during regular office hours without charge. Box Office may open one hour prior to each **performance**, also without charge.
- a. The City Manager shall at all times maintain control and direction of the **Center's** Box Office personnel and ticket revenue.
  - b. **Lessee** shall have the right to determine ticket prices 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 Box Office technology and ability to provide clear, quality service to the customer.
  - c. It is the responsibility of the **lessee** to provide **Center** staff with information regarding ticketing policy and charges, in advance of the program or series of programs.
  - d. The **Center** recognizes that many **lessees** will desire advance sale of season tickets to all of its events held in the **Center** and would need access to tickets prior to sale to the general public. Such requests may be approved by the City Manager subject to proper control of ticket inventory.
  - e. The City Manager shall also have the right to limit access to the ticket office by promoters, business agents, artist representatives; notwithstanding any promotion arrangements the **lessee** may have with others.

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- f. The City 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.
- .03 The **Center** will offer season subscription as well as single event ticket sales.
- a. Donors to the **Center** will receive pre-public notification of ticket sales and have the first opportunity to purchase tickets.
  - b. Following Donor sales, tickets will be made available to season subscribers.
  - c. Any remaining tickets will be made available for public sale.
- .04 As a convenience to patrons of the events at the **Center**, the Box Office will accept phone, mail, and walk up charge orders on **Center** subscribed charge or bank cards. A service charge will be added to the price of the ticket.
- .05 The City Manager reserves the right to make determination of ticket refunds for cause, keeping the **Center's** policy for consistency and retaining public faith. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of equipment, or failure of show to go on stage within reasonable time of schedule provided by **lessee**.
- .06 There may be some occasions where the use of tickets is not warranted, e.g. non-theatrical rentals, an event without reserved seating not exceeding facility capacity, or a free general admission event during which people arrive and leave throughout the event. Ticket use may only be waived at the discretion of the City Manager, not the **lessee**.
- .07 The **Center** reserve the right to hold for its own use, and at no charge, ten (10) **house seats** for every event held in the **Center**. Said **house seats** shall be primarily for the purpose of monitoring operations of the **Center** by staff or for solving seating problems that routinely occur with advance seating sales. In the event **house seats** are not to be utilized for any performance, they will be returned to sale inventory not later than thirty (30) minutes prior to a **performance** and any subsequent sale thereof shall benefit the **lessee**.
- .08 **Lessee** may designate any number of **house seats** for its own purposes including complimentary tickets, staff use, or for promotional purposes. **Lessee** agrees to designate a person responsible for the authorization of any use of such comp tickets and agrees that issuance of these tickets with proper authorization shall constitute reduction of ticket sale availability and **Center** reimbursement thereof.

## Section 9. Seating

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- .01 The Center staff reserves the right to determine best seating based on the particular City event being offered. Seat assignments will vary due to a number of factors — equipment blocking patron's sight lines, ramps and extensions from the stage, movable seats removed for handicapped patrons, additional seats placed in the orchestra section when orchestra pit is not used, etc.
- .02 The Center's Season Subscribers shall be afforded the best seats available for all Center-sponsored events. Donors to the Center shall be given the first opportunity to purchase season and single event tickets.
- .03 Donors sponsoring Center seats will be afforded the first opportunity to purchase said seats during a designated period for both season and single event tickets. If not purchased within the designated period, the seats will be offered for general public sale. If the donor seats are not available on a specific performance due to factors outlined in Section 9.01, donors shall be afforded first opportunity to purchase the best seats available.
- .04 House seats for City events shall be set aside for each City Council member, the City Manager, each Center Foundation Board member and their guest. House seats are to be used by Council and Board members themselves or returned to the Box Office for sale at least 24 hours prior to an event.
- .05 A few house seats shall be set aside for members of the news media to provide coverage of the City event. House seats which are not going to be used will be returned to the Box Office for sale at least 24 hours prior to an event.
- .06 Performance contracts shall dictate the number of house seats to be set aside for the performing artist, artist's agent, director, producer, entourage or another member of the performer's staff. House seats which are not going to be used will be returned to the Box Office for sale at least 24 hours prior to an event.

#### Section 10. Damage to facility and contents

- .01 The group or organization using the facility under these rules will be liable for any damage to or destruction of **City** property beyond that caused by ordinary wear and tear as determined by **Center** staff. Negligence will result in a group being held accountable for damages and its consideration for future use of facilities may be denied.
- .02 **Lessee** will pay the cost of repairing any and all damage which may be done to the **Center** or any of the fixtures, furniture, or furnishings by any act of the **lessee** or any of the **lessee's** employees or agents or anyone visiting the **Center** at the invitation of the **lessee** including **lessee's** audience. It is expressly agreed that the City Manager shall determine whether any damages have been done, the amount thereof, and the reasonable cost of repairing the same, and whether under the terms of this policy, **lessee** is to be held responsible.

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- .03 **Lessee** will not cause or permit any nails, tape, or other objects to be driven into or affixed to any portion of the building, or any signs to be affixed to the exterior thereof, or cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof without the prior approval of the City Manager. Lessee will not do or permit to be done, anything which will damage or change the finish or appearance of the building or furnishing thereof.
- .04 No decorative or other materials shall be attached to any part of the building so as to damage the building.
  - a. Plans for decorations must be submitted to the City Manager at the time of application and approved. Decorations must be removed before the **lessee** leaves the **Center**.
  - b. All decorative and other materials including stage settings or drapes shall be of a non-combustible type or be suitably treated with a flame retardant consistent with local fire regulations, nor shall any persons bring or set off fireworks or explosives on the premises without the written consent of the City Manager and Fire Marshall.
  - c. At no time shall exits be covered or obstructed.
  - d. The **Center** shall not provide decorative supplies.

#### Section 11. Safety

- .01 It is understood that final decisions concerning any existing or potential emergency, e.g. earthquake, severe weather, bomb threat, etc., are those of the **Center** staff.
- .02 No portions of the sidewalks, entries, passageways, doors, aisles, elevators, lighting fixtures, ventilators, or ways of access to public utilities shall be obstructed or caused to be obstructed. Any damage resulting on account of any misuse shall be paid by the **lessee**. It is the responsibility of **lessees** to familiarize themselves, their agents and employees with safety procedures and regulations governing all parts of the facility used by **lessee**. **Lessees** shall instruct their agents and employees in the building evacuation plan in the event of fire or other disaster and formulate a specific plan to evacuate any disabled person among **lessee's** group.
- .03 The **Center** shall retain the right to cause the interruption of any **performance** in the interest of public safety, and to cause the termination of such **performance** when, in the sole judgement of the City Manager or designated staff, such interruption is necessary in the interest of public safety.

#### Section 12. Facility Capacity

- .01 House seating capacities are determined by the number of actual seats available. Lower capacities may be determined by **lessee** as required by staging considerations of the production, limited viewing locations, or particular performer contracts limiting the number of seats that can be sold.

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Such information must be made available at the time of signing the Rental **Agreement** or by the time ticketing information is provided to the Box Office.

- .02 At no time is the audience within the **Center** to exceed designated seating capacities.
- .03 For control purposes, the **lessee** may issue tickets and/or take reservations. The **lessee** will not sell or distribute more tickets than the house seating capacity per **performance**. No overselling is permitted. Tickets may not be re-sold unless released by the original ticket holder.

### Section 13. Sublease

No **lessee** shall assign any lease or any rights under said lease without prior written approval of the **City Manager**.

### Section 14. Control of Premises

- .01 All facilities shall at all times be under the charge and control of the **City Manager**, provided that this shall not authorize or empower the **City** to direct the activities of the **lessee** or assume liability for the same.
- .02 The right is reserved for any and all employees of the **City** and **Center** designated by the City Manager to enter the premises at any time for any legitimate purpose whatsoever.

### Section 15. Liability of Lessee's Property

- .01 The **City** assumes no responsibility whatsoever for any property placed in the **Center** and the **City** is expressly released and discharged from any liabilities that may arise from any loss, injury or damages to person or property that may be sustained by reason of the occupancy of the Center; all watchmen or other protective service desired by the **lessee** must be arranged by special **agreement** with the **City**.
- .02 The **Center**, its officials, agents or employees, shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be received until **lessee** has made proper arrangements for receiving, handling and storage of such material, the cost for which will be paid by **lessee**.

### Section 16. Lost or Mislplaced Articles

- .01 The City Manager or designated staff shall have the sole right to collect and have the custody of articles left in the **Center** by persons attending any event. The **lessee** or any person in the **lessee's** employ shall not collect or interfere with the collection of such articles. Such articles will be disposed of in accordance with applicable **City** Ordinances and procedures.

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- .02 The **Center** assumes no responsibility for losses suffered by the **lessee**, **lessee's** agents, patrons or employees which are occasioned by theft or disappearance of equipment, articles, or other personal property.

#### Section 17. Opening Doors/Intermissions

- .01 Doors will be opened to the public for all programs at least 30 minutes prior to the curtain time stated in the Rental **Agreement**, unless specifically arranged with the City Manager in advance, and **lessee** will have sufficient personnel to supervise the same for the duration of the **performance**.
- .02 **Lessee** agrees that programs lasting one and one-half hours or more, an intermission of not less than fifteen (15) minutes shall be held, unless prior written approval to the contrary is obtained from the City Manager.

#### Section 18. Permits and Licenses

The **lessee** has the responsibility to obtain any additional permits and licenses required by **City** Ordinance or State laws.

#### Section 19. Observance of Law

- .01 Groups or organizations using the facilities shall conform to all United States, California, County and **City** rules, regulations, and ordinances, including those pertaining to fire and health.
- .02 Safety regulations shall be in accordance with the State, County, and **City** codes and shall be enforced by the **Center** staff as it interprets them.
- .03 Violations by the **lessee** may result in cancellation of the **agreement** and discontinuance of use of the **Center** unless satisfactory compliance is assured.

#### Section 20. Advertising/Publicity/Media Materials and Coverage

- .01 All advertisements of **performance** and/or attractions for which an admission is to be charged, must state the total admission prices.
- .02 **Lessee** shall not advertise any **performance** or appearance of any performer, unless and until **agreements** between all parties have been executed.
- .03 **Lessees** will ensure that the **City** is not confused with the sponsorship of any event by appropriate disclaimers, such as not using the **City's** name in advertising an event. More appropriate advertising would be "the production of ... at the Lancaster Performing Arts Center is sponsored by..."

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- .04 In all media releases and printed matter, the **Center** shall be referred to as the Lancaster Performing Arts Center, 750 Lancaster Boulevard, Lancaster, CA 93534. Such materials shall also state "The Lancaster Performing Arts Center is a public facility operated by the City of Lancaster."
- .05 Use of the **Center** shall not be granted and publicity for events may not be distributed until the Rental **Agreement** is approved and signed, and the **lessee** notified.
- .06 The City Manager shall receive a copy of all press releases, publicity and advertising materials a minimum of one week prior to the media release dates to verify factual information concerning use of the **Center**. Materials must be marked "for content approval" and contain a name and phone number for notification of approval.
- .07 Publicized phone numbers for reservations and/or information must be the phone number of the **lessee** and must be provided in advance to the City Manager.
- .08 Coverage of an event by television or radio media is subject to the approval of the City Manager. The City Manager or designated staff reserves the right to authorize final placement of all media devices required for such coverage. Under no circumstances may placement of media devices inhibit production of an event, obstruct audience viewing, impair traffic flow as it relates to the health and safety of participants or spectators, or violate applicable laws and ordinances.
- .09 The City Manager shall inform the **City** Public Information Officer of any media coverage.

#### Section 21. Protection Clause

- .01 The City Manager may deny rental of the **Center** if, in the City Manager's 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.
- .02 No one shall be granted use of the **Center** in such a manner as to constitute a monopoly for the benefit of any person or organization. Only **City**-sponsored or co-sponsored programs may be scheduled on a recurring basis.

#### Section 22. Copyright Infringement

**Lessee** will assume all costs arising from the use of any composition, materials, devices, or processes covered by copyright, patent, trademark, or franchise. **Lessee** agrees to indemnify, defend and hold harmless the **City** from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

#### Section 23. Additional or Unspecified Item

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The **Center** reserves the right to impose any additional rules or regulations, or to set special rental and use arrangements, whether or not expressly provided herein, which may be necessary to the operation of the **Center** and as such shall be binding upon **lessee**, provided such rules and regulations are incorporated into the specific **agreement** or addendum thereto and signed by the **lessee** and the City Manager.

#### Section 24. Default by Lessee

- .01 In the event that the **lessee** shall fail to perform, keep and observe any of the terms, covenants or conditions of the **agreement** to be performed, kept or observed, the **Center** shall give the **lessee** notice of default. In the event the notice of default is not remedied to the satisfaction and approval of the **Center** within the time specified by the City 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 **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 the form of rents, deposits, insurance, etc.
- .02 The **Center** may resort to any and all legal remedies or combination of remedies which it may desire to assert and to which it may be entitled. The **lessee**, in accepting the contract, shall agree that the **Center** shall not be liable to prosecution or for damages in the event that the **Center** declares the **lessee** in default hereunder.

#### Section 25. Parking

- .01 Parking is not provided by the **Center**. Only vehicles necessary for the unloading and loading of equipment and materials will be allowed in the loading dock area, and authorized vehicles will only remain there for such times as is necessary to facilitate the loading or unloading process. **Center** technical personnel will advise **lessee's** performers and crews on parking locations near the **Center**.
- .02 Parking is available in a variety of public parking lots adjacent to the **Center**. The **City** assumes no liability for these lots, patrons using the lots park at their own risk.

#### Section 26. Discrimination

A **lessee**, conducting an event open to the public or for which there is admission paid, shall not discriminate against any person, or directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication which states or implies that any of the **Center's** facilities or services shall be refused or restricted because of sex, race, color, religion, ancestry, national origin or handicap.

#### Section 27. Artistic Integrity

- .01 The **Center** hereby affirms the right of **lessee** and the performing artist to artistic control of its performance or event and further affirms **lessee's** and performing artist's right to free expression

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provided all 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 by **lessee** and the performing artist at the **Center**.

- .02 The City Manager may require appropriate notice in advertising or publicity that a work contains material that may be considered controversial to some patrons.

#### Section 28. Endorsement

The rental and use of the **Center** shall not constitute an endorsement by the **Center** or the **City** of any organization or group, nor of any particular issue or perspective related to programs presented in the **Center**.

#### Section 29. Refusal/Cancellation/Interruption

- .01 The City Manager may refuse or cancel an agreement for use when it is deemed such action is in the best interests of the Center and the City. Such action will immediately occur as a result of misuse or abuse of the Center.
- .02 The use of the **Center** will be denied for the following actions or events:
- a. Religious meetings, services, or gatherings unless for recreational purposes.
  - b. Political fund raising activities.
  - c. Activities or events, for any reason, deemed not in the best interests of the community.
  - d. Activities or events advocating the overthrow of the United States Government or the State of California by force or violence or other unlawful means.
  - e. Prior misuse or abuse of **Center** or nonpayment of assessed fees.
- .03 In the event of a cancellation of a non-**City** sponsored show, **Center** staff will confer with the **lessee** to get details and the specific cancellation message. The **lessee** has the responsibility to contact the media. The City Manager shall contact their respective staffs to schedule changes.
- .04 Should the **Center** be destroyed or damaged other than through the fault of the **lessee**, to such an extent that such damage will interfere substantially with the use of the **Center** by the **lessee**, or should a strike, public emergency, or other unforeseen occurrence beyond the control of the **City** prevent **lessee** from using said **Center**, then the **City** shall have the right to terminate **lessee's agreement** and the **City** shall not be liable to **lessee** for any damages or costs incurred by **lessee** as a result of **lessee's agreement** or the termination thereof. In the event of such termination of the

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**agreement, lessee** shall only be liable to the **City** for charges due which relate to events or **performances** which occurred prior to the time of such termination.

Section 30. Camera/Audio Recording

- .01 No photographic or video cameras will be allowed in the **Center** during **performances**. Exceptions to this rule must be agreed upon by the staff and the **lessee** prior to the event.
- .02 Neither the **Center** nor **lessee** may contract for, nor make arrangement for, radio broadcasting, televising, filming, photographing, taping, sound recording, or other kinds of reproduction of whatsoever nature for any **performance** or rehearsal unless a separate written **agreement** specifying the terms of such recording or transmission shall have been executed by both parties hereto. In addition, the **Center** shall have the right, with verbal approval from the **lessee**, to arrange for photographing, filming, videotaping or sound recording of portions of rehearsals or performances for the purpose of promotional or news coverage.

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Section 31. Solicitation

Solicitation for funds may be conducted only in connection with a sponsored event. Solicitation of other types and distribution of materials may occur only in designated areas. All solicitation processes must receive the prior approval of the City Manager.

Section 32. Indemnity and Insurance

- .01 **Lessee** agrees to conduct its activities in the **Center** so as to not endanger any person.
- .02 **Lessee** agrees to indemnify, save and hold harmless the **Center** and the **City** and its agents and employees for any damage to the premises, fittings, equipment and furnishings of the facilities, during the time the premises are used or occupied under said **agreement**, and against claims of any and all persons for injury to persons or damage to property occasioned by or in connection with the use of the **Center** by the **lessee**, except for injury or damage caused by the willful misconduct or failure to exercise reasonable care in the performance of duty by the **City**, its agents, or employees; and **lessee** shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought against the **Center** and/or **City** in any suit, action or other legal proceedings.
- .03 **Lessee** shall maintain in full force and effect during **lessee's** use and occupation of the **Center** and any extension thereof, at **lessee's** expense, public liability and property damage insurance.
  - a. In addition to **lessee**, the **Center** and the **City** shall be named as additional insureds with primary coverage, whether or not such insured shall have other insurance.
  - b. Policy shall contain a minimum of \$1,000,000 combined single limit coverage for bodily injury and property damage.
  - c. The policy shall contain a standard cross liability endorsement and shall provide policy shall not be cancelled prior to the termination of this **agreement** or until the **City** shall have received a thirty (30) day written notice of such cancellation.
  - d. The policy must be obtained from a reliable insurance company licensed to transact business in the State of California.
- .04 **Lessee** will not do, or permit to be done, anything in any portion of the premises or keep anything which will in any way conflict with the condition of any insurance policy, rate of insurance upon the building, or on property kept there.
- .05 **Lessee** shall furnish the City Manager, at least two weeks prior to **lessee's** occupancy of **Center**, with a certificate of insurance or photo static copy of the policy showing such insurance to be in full force and effect during the term of this **agreement**.

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### Section 33. Facility Modification/Utility

- .01 **Lessee** may not undertake any plumbing, electrical, mechanical, painting, or carpentry work in the **Center** without prior written authorization of the City Manager. When such work is authorized, **lessee** will be responsible for all costs and fees incurred and will also be responsible for returning the premises to original condition unless otherwise agreed upon. Nails, screws, lags, and other attachment devices are not allowed to be affixed to the stage floor.
- .02 Each **lessee** shall take the premises in the condition he/she 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 his/her expense; and **lessee** shall agree to change all such equipment, stages, rigging back to the condition in which same was found. Any stage equipment or rigging modifications shall be under the supervision of the City Manager.

### Section 34. Security/Visitors

- .01 Backstage and technical access areas (such as technical catwalks and control booths) shall be controlled by the City Manager. In general, restricted areas shall be properly marked and access limited to **Center** staff.
- .02 All performers will be allowed entrance only through designated or posted performers' entrances.
- .03 If, in the opinion of the **Center** staff, the type of event scheduled is such that security should be provided due to the nature of said event, then the **lessee** shall provide at no expense to the **City** sufficient outside security as deemed necessary; and, unless such is provided by submission of a written statement guaranteeing said security and what agency shall provide same, then all previous approvals shall become null and void because of noncompliance by **lessee**.
- .04 The **lessee** shall provide a list of authorized personnel to the City Manager prior to the rental date. Said personnel must sign in and out when entering and leaving the **Center** for any purpose, including rehearsals and **performances**. Only those listed on the register sheet and involved in **performances** will be allowed backstage at any time. **Lessee's** personnel not on the register will be asked to sign in and wait until an authorized representative of the **lessee** is paged to serve as an escort.
- .05 Visitors shall not be allowed in the **Center** during rehearsals with the prior consent of the City Manager. City Manager may condition consent with the requirement that **lessee** provide additional ushers or security for the visitors.
  - a. No visitors will be allowed in the backstage and technical areas at any time.
  - b. All visitors wishing to see those involved in a **performance** may exit the **Center** through side exits and enter the "Green Room" at the rear of the **Center**.

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.06 Juveniles must be under constant adult supervision.

### Section 35. Posting

- .01 Posting or exhibiting of signs, posters, or banners is allowed in designated areas of the **Center** with prior approval of the **City Manager** or designated staff. All signs, posters, or banners must relate to the **performances** of the **lessee** or otherwise provide general information about **lessee's** organization. Items such as organization brochures and series ticket promotions may be distributed through designated areas with prior approval of the City Manager or designated staff.
- .02 Priority for distribution and posting of materials in available space shall be: events sponsored by the **Center**; events sponsored by and promotional materials for the **City**; events sponsored at the **Center**; area activities sponsored by nonprofit organizations and open to the public.
- .03 Any sign, poster or banner advertising the program to be posted on **City** property must be removed by the **lessee** within 24 hours after the last **performance**. No sign, poster, or banner may cover or partially cover any **Center**.
- .04 Commercial advertising in the **Center** is permissible as part of promotional materials for sponsored events.
- .05 **Lessee** will not permit nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the building or premises except in the designated manner and location without prior approval of the City Manager.

### Section 36. Custodial Care

The **Center** staff shall provide normal clean-up services. **Lessees**, or their caterers, are responsible for disposing of eating utensils, beverage containers, programs, and all other disposable materials used in conjunction with any event in all areas used for such event. All trash shall be placed in trash cans, and the **performing space** and dressing rooms left clean at the time of **lessee's** departure. If extraordinary clean-up costs are incurred by the **Center**, these charges will be billed separately to the **lessee**.

### Section 37. Storage/Abandonment of Equipment

- .01 There are no permanent storage areas available in the **Center** to **lessees**.
  - a. The **City** shall not be responsible for any equipment, costumes, or sets left 24 hours after the **performance**. Any equipment or effects of the **lessee** remaining past the expiration of the rental period may be deemed abandoned and disposed of by the City Manager as City Manager deems advisable and at the cost of the owner.

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- b. The temporary storage of flammable or hazardous materials will be in accordance with **Center** procedures and will comply with all fire and health codes. Failure to adhere to such procedures shall constitute grounds for removal.

Lancaster Performing Arts Center  
750 West Lancaster Boulevard  
Lancaster, California 93534

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Backstage: (805) 723-5932