

USAGE POLICIES

I. Basic Provisions:

A. Provisions:

A license agreement, signed by agents for the Center and the Client, is required at the time a reservation for use of the Center is confirmed. No advertising or ticket sales are permitted until a fully executed contract is received by both parties, unless authorized by the Center's management.. The Center's managing director does not have authority to create a verbal agreement.

When the performing attraction is other than the Client, the Client agrees to furnish the Center, at the time of signing, its contract with the Center and copy of the signed artist contract, including all riders. Portions of the contract concerning financial arrangements with the Client may be excised.

As part of its contract, the Center will provide heat and air conditioning in compliance with the Federal Energy Guidelines, electrical power, water, sewage, concessions and *scheduled* security services. An inventory of stage lighting, sound, theatrical rigging equipment, dressing rooms (as available) and normal pre- and post-event cleaning services will be provided.

Details on policies relating to ticketing, marketing and technical services are provided in separate documents and should be reviewed by the Client in detail before signing a contractual agreement with the Center.

A *Rules & Procedures Manual* for the Center shall be created and may be amended from time to time by the Center's managing director and is to be followed by all Clients, staff and other personnel using the Center.

The Client's lighting and sound requirements must be submitted to the Technical Services Manager *at least 30 calendar days in advance*, so that equipment usage can be determined. Equipment required which is not owned or which is not available for use on the Client's event may be rented. Rental costs will be assigned to the Client.

B. Interruption or Termination of Show:

The Center's management shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance, when it is the sole judgement of the Center's management that such action is necessary in the interest of public safety.

C. Evacuation of Facility:

Should it become necessary in the judgement of the Center's staff to evacuate the premises for reasons of public safety, the Client will retain possession of the premises following restoration to normalcy for a sufficient time to complete presentation of the activity without additional rental charge, providing such time does not interfere with another Client. If, at the discretion of the Center, it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at a rate mutually agreed upon by the Center's managing director and the Client based on the situation. The Client hereby waives any claim for damages or compensation from the Center.

D. Vacation of Premises/Damage/Clean-Up Responsibility:

In the event that the Client has not vacated the Center according to the contract, the Center reserves the right to remove the Client's possessions, clean the facility and charge the Client for the cost of doing so. The Client shall be responsible for any and all damages to the Center caused by acts of Client or Client's agents. Client further agrees to leave the Center premises in the same condition as existed on the date Client took possession, ordinary wear and use excepted. Any additional charges incurred because of an excessive amount of post-event clean-up will be borne by the Client. Dressing room hallways and backstage hallways must be kept clean and free of Client supplies and equipment at all times. The Center assumes no responsibility for loss or damage to Client's possessions left in these areas. All reception and party rentals may be required to pay a damage/clean-up deposit.

All construction in or alterations to any portion of the Center and the use of any fire or dangerous substance in any performance, must first be approved in writing by the Center's management.

E. Extension of Time/Changes in Scheduling:

Time shall be of the essence in the Client Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the Center's management; all such additional time shall be paid for according to the schedule of fees fixed by the Center if such permission is granted. Any other

changes in scheduling requested by the Client will be accommodated when possible and must be submitted to the managing director in writing. There is no guarantee that a schedule change can be accommodated.

F. Cancellation:

A cancellation must be made by notifying the Center's managing director in writing. All Clients will receive a 100% refund of any funds on deposit, exclusive of any ticketing fees or out-of-pocket expenses, when notification of the cancellation is received at least ninety (90) calendar days prior to the scheduled event. All Clients will receive a 50% refund of any funds on deposit, exclusive of any ticketing fees or out-of-pocket expenses, when notification of the cancellation is received at least sixty (60) calendar days prior to the scheduled event. No refund will be made to the Client when notice of cancellation is not received at least sixty calendar days prior to the event.

All ticket revenues received by the Center up to the time of cancellation will be retained by the Center, subject to refund to the patrons. The liability associated with refunds to patrons for cancelled shows remains with the Center, as defined in the *Rules & Procedures Manual*.

G. Parking:

Limited parking for Client's personnel is available. Deliveries may be made at the Loading Dock. Vehicles illegally parked in the loading dock area will be towed at owner's expense.

II. Scheduling/Space Reservations/Rent/Deposits:

A. Scheduling Process

For the purposes of preparing a calendar of events, the Center's season will be defined as September 1 through August 30. On an annual basis, the managing director will prepare a recommended schedule of events, which will be submitted to the the Central Coast Performing Arts Center Commission (hereinafter CCPACC). Authority for approving the schedule resides with the CCPACC, subject to endorsement by the university president. A Client may appeal a scheduling decision through a process described in the Center's "Operating Agreement."

B. Cal Poly Priority Dates/Holds/Rental Rates:

By virtue of the Operating Agreement for the Center, Cal Poly has the right to schedule 12 Priority Dates within a season. These Priority Dates must be placed on the Center's calendar no later than January 30 of any given year for the season beginning the second September.

Beginning on July 1, all spaces in the Center will be rented on a space-available basis. Space in the Center will be held for a Client after completion and return of a Request for Use to the Center's management. Holds may be placed on dates in the Center up to 48 months in advance. A typical reservation may be confirmed up to 18 months in advance. Longer term commitments may be made for activities such as a conference, with the approval of the CCPACC and the university president. Reservation of a space for rehearsal purposes can be guaranteed to a client up to 60 calendar days in advance of the rental. Farther in advance than that, a reservation for rehearsal purposes may be bumped for the purpose of booking a public performance.

Rental rates are established by the CCPACC. A Standard Rental Rate will be charged to each Client of the Center to cover the cost of the Center's administration and other fixed expenses. If a certain threshold of ticket revenue is reached for a performance, a "Percentage of Gross Revenue" rent formula is added to the standard fixed rate. Commercial Clients will pay the regular rental for a second performance within a rental period. A multi-tiered rent schedule has been established with commercial groups paying the full rental rate and not-for-profit (see definition of "not-for-profit" under Definition of Terms) or campus organizations paying a subsidized rate. Any co-sponsor agreements between commercial and not-for-profit or campus groups are subject to review by the Center. Fronting for the purpose of obtaining a lower rental rate is forbidden. If two or more entities are co-sponsoring an event, the highest of the applicable rental rates will be charged.

The Standard Rental Rate or Percentage entitles the Client up to a ten hour period of use in the Center, ending no later than 12:00 midnight. If a Client's actual use of the Center exceeds ten hours in a given day, an hourly rate will apply for the extra hours. For any use of the Center past 12:00 midnight, both the Standard Rental Rate or Percentage AND the hourly rate will apply.

A "blended rental rate" may be applied when the client is utilizing more than one space in the performing arts center, as outlined in the schedule of rental rates.

Clients will have the responsibility of providing information regarding their event in a timely way to the Center's staff. Should the Client meet with the Center's staff far enough in advance, a preliminary estimate of variable Production Costs will be provided. Thirty calendar days prior to the event, the Center will provide a final estimate of the variable Production Costs associated with that event, which will be reviewed with the Client. The Center will determine the appropriate number of Back-of-house (BOH) and Front-of-house (FOH) personnel required for each use. Labor costs for BOH and FOH personnel employed or supplied by the Center will be charged to the Client at prevailing rates as established by the CCPACC. Once the final Production Cost Estimate is agreed to by the parties,

the Center will charge the Client actual costs equal to no more than 110% of the Estimate, unless otherwise authorized in advance by the Client.

Subject to prior arrangement and certification by the Technical Services Manager, the Client may provide its own backstage operating crews, with the exception of the Center's lead technicians. For the protection of the equipment and the safety of the persons occupying the stage area, the Center, through its Technical Services Manager, reserves the right to demand the removal of any member of the Client'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 addition, the Technical Services Manager reserves the right to require the removal of any of the Client's equipment or materials which, in their judgement, may be considered damaging to the Center's equipment or hazardous to the safety of any person occupying the space.

A non-refundable deposit of 50% of the Standard Rental Rate (the flat fee rental rate without production costs or gross % added) will be required to confirm a reservation ninety (90) calendar days prior to the date of the Event. If the deposit or purchase order is not received, the date/time will automatically be considered "open" and the Center's staff will attempt to fill that date. The balance of the Standard Rental Rate and Certificate of Insurance are due thirty (30) business days prior to occupancy.

A Client group may be required to post a performance bond and/or property damage and liability insurance at the discretion of the Center. If such insurance is required, the protection required must be of at least \$1,000,000 per occurrence; \$2,000,000 combined. Insurance should include personal injury and property damage protection and shall name the following as additional insured:

- 1) the Performing Arts Center, its officers, employees and agents
- 2) California Polytechnic State University, its officers, employees and agents
- 3) the Cal Poly Corporation, its officers, employees and agents
- 4) the City of San Luis Obispo, its officers, employees and agents
- 5) the Foundation for the Performing Arts Center, its officers and directors, employees and agents
- 6) Central Coast Performing Arts Center Commission, its officers and directors, employees and agents

A "Festival Hold" enables an organization to reserve the entire Center for a reasonable length of time over a number of days. Six months prior to the initial festival date in the Center, the festival organization must specify the dates, times and spaces which will be required.

C. Date/ Challenge:

Within twelve months of a scheduled event, a date that is being "held" (without confirming deposit) for one Client [Client A] may be challenged by another potential Client [Client B]. Annual Holds are not subject to a Date/ Challenge. To initiate the challenge, the following process will be followed:

Client B completes a Request for Use form and attaches to it a 50% of Standard Rental Rate deposit check or purchase order.

The deposit check or purchase order will be held until completion of the "challenge" at which time it will either:

- 1) be processed to hold the date/time (i.e., Client B acquires the date in question)
OR
- 2) the deposit check or purchase order is returned to Client B (i.e., Client A retains date).

Client A will have five (5) business days from date of notification by the Center's staff that a "challenge" has been initiated to make a non-refundable 50% deposit or to deliver a valid purchase order. Once Client A completes the deposit/purchase process, the date is secure. No other "challenges" can be initiated for that date/time. Purchase orders in lieu of payment will be processed immediately.

D. Priority Uses

Priority in scheduling will be given to uses defined as performing arts events. Other uses will be accommodated as defined in the attached "Guidelines for Scheduling."

E. Concert Hall Annual Holds

Approved dates for qualifying organizations may be pre-arranged for the concert hall by the CCPACC and are to be listed in the Center's ***Rules & Procedures Manual***. These dates may be held indefinitely by the managing director, but are subject to annual review by the CCPACC during the scheduling process. The Center will issue contracts for negotiation and signature one year in advance of the dates that are held. Those contracts that are not signed and returned within sixty calendar days will effectively release the hold. Annual Hold dates are not subject to a Date Challenge.

Any Client group of the Center, having an established record, may request an Annual Hold(s) of the CCPACC. All Annual Holds will be reviewed by the CCPACC each year for a possible one-year contract extension. Criteria for acceptance of an Annual Hold are established and adopted by the CCPACC.

F. Founder's Room

Prior to any public performance in the concert hall and during intermission, the Founder's Room is reserved for use by Founder level donors and their guests. The Founder's Room is available for reservations by other groups at any other time.

III. House/Performance:

A. The Cohan Center House Manager:

The Center will furnish at each performance a House Manager to supervise Front-of-House operations. The authority of the House Manager is absolute with regard to times of opening the House, foyers, lobbies, start of program, length of intermission, safety of staff and audience, and protection of the facility.

B. Personnel:

The Center will establish minimum requirements and arrange for House Management, concessions, ushers, ticket-takers, and any other Front-of-House personnel deemed fitting and necessary. Client may, with the Center's Management approval, provide qualified, trained volunteers to augment the Center's staff. The Center shall have the right to supervise all Front-of-House personnel, including any personnel provided by Clients. If the Center deems that additional security is needed, same will be added to the Client Agreement and charged to the Client at an agreed upon rate.

C. Performance Time:

The Center will open to the public one hour prior to a scheduled performance time. The house will be opened to audience one-half hour prior to scheduled performance time in all theaters. The program will begin promptly at the time printed on the tickets, though Client may designate an appropriate time for latecomer seating. If the program content is at or exceeds one and one-half hours, there shall be at least one intermission a minimum of twenty (20) minutes in length if the event is in the 1274 seat Concert Hall. If the event is in the Pavilion, a minimum fifteen (15) minute intermission is required. Specific arrangements to the contrary must be agreed to in advance by the Performing Arts Center's managing director.

D. Adjustments for Sequential and Concurrent Use:

The Center's management reserves the right to coordinate and to adjust as required event start times. This will be done in order to minimize audience overlap in start, intermission and end times. The Center's management reserves

the right to limit the number of persons who may come onto the premises or into the Theatre during any rehearsal or performance.

E. Right of Entry:

Client will afford the Center's staff the right to enter any part of the Center at any time in the performance of their normal job duties.

F. Open Rehearsals:

Any rehearsals at which non-production personnel are in attendance must be declared "open" at the time the Request for Use is completed..

Any rehearsal at which fewer than 50 non-production personnel are in attendance shall be arranged in advance with the management of the Center with access provided through the back stage door. Any rehearsal at which more than 50 non-production personnel are in attendance shall be arranged in advance with the management of the Center with access provided through the lobby and appropriate house management fees assessed.

Any rehearsal which is publicized to the community at large shall be declared a "free public performance." Client groups sponsoring free public performances are required to pay all rents and fees, including but not limited to, facility rent, the facility fee, in-lieu ticket and administrations fees, plus reimbursement for labor costs.

At the request of the Client and at the discretion of the managing director, the Center may elect to become a co-sponsor of an open rehearsal designated as a free public performance. In this case, the Client will be responsible for all normal charges associated with open rehearsals, and the Center may choose to not collect the additional rent and fees associated with free performances. If the Client elects to charge an admission for an open rehearsal, the event becomes a typical performance, and all rent and fees will be charged.

G. Outdoor Amplification:

Any outdoor amplification is forbidden without campus approval, with prior notification to the City of San Luis Obispo for Center events. Specifically, accommodating overflow audiences on the plaza with amplified sounds of events on the stage is prohibited.

H. Smoking:

Client will not permit smoking of any of its agents, employees, or guests *within any area* of the Center, including the terrace off the Gallery lobby.

The Center expects to be notified, on confirmation of the engagement, if smoking on stage will take place as an integral part of artist's performance. If there is to be smoking onstage, then the provisions of the *Smoking Onstage Rules* must be followed.

I. Lodging Forbidden:

Client or any person or persons claiming to be acting for the Client are prohibited from using the the Center as overnight lodging accommodations.

J. Animals:

Client will not bring, keep or allow to be kept any animal in the Center except when used in a performance. In rare cases, the Center's management may, upon request, provide written exemption from this policy. In all cases, *Service Animals* are exempt from this policy.

K. Collections/Distribution of Literature:

No collections, donations or solicitations of money or goods of any kind shall be made on the Center's premises without first obtaining written permission from the Center's managing director. In general, should permission for collections/donations be granted, the Center will receive 10% of total amount collected. This includes "free-will" offerings. The managing director may wave this requirement in keeping with criteria outlined in the Center's Procedures Manual.

L. Use of Forbes Pipe Organ

The use of the Forbes Pipe Organ may be granted to Clients subject to provisions of *Rules for Use of the Forbes Pipe Organ*. Clients using the pipe organ assume liability for the cost to clean, maintain and repair any damage, beyond normal wear and tear, that results from their use.

IV. Publicity/Promotion:

A. Displays:

Client will display no posters, photographs, models, etc, without permission of the Center's Administrative Staff and then, only in such areas as are specified and with such materials as are approved in advance.

B. Objectionable Material/Objectionable Persons:

The Center reserves the right at its sole discretion to require of the Client the inclusion in all advertising of a phrase acceptable to both the Client and the Center that alerts the potential ticket buyer to the maturity of the theme or action which might be considered objectionable. The Center also reserves the right to remove from the Center any person or persons deemed objectionable by the Center's staff for the reason that they may be causing a public disturbance or physical damage to premises.

C. Public Relation Contact:

Client shall provide the Center's Administrative staff with the name of the person chiefly responsible for publicizing the Event and a telephone number at which that person can be reached.

D. Event Programs:

The Client is responsible for the production, printing, and the delivery of the event program to the Center. Event programs must be delivered to the house manager on duty in the Main Lobby of the Center at least two hours prior to the scheduled performance. Please note how many programs have been printed and any specific directions. The Center's house staff will be responsible for assisting with the distribution of the Client's program. Any remaining programs will be discarded or recycled immediately after the performance unless prior arrangements have been made with the Administrative staff. The Center's staff will recommend production firms and printers upon request.

E. Future Attractions:

The Center reserves the right to distribute to the audience announcements and literature concerning future attractions to be held at the Center, whether such attractions are under the auspices of the Client or not.

F. Marketing Policies

Details on marketing services and related activities are provided in a separate document entitled ***Marketing Services***. Use of the identity and graphics associated with the Center are provided in a separate document entitled, ***Identity Standards Handbook***.

V. Ticket Office:***Ticket Office Services:***

The Center shall have the *exclusive* rights to the operations of all ticket offices and ticket sales services for events that take place within the Center. No exception will be made. Details on these services and related fees to Client are provided in a separate document entitled *Ticket Office Rules & Procedures*. Free events, other than a meeting, private party or reception and are not ticketed through the Center's Ticket Office, will be charged an "in lieu" fee to the Client. The support fee includes calls and walk-up patron questions answered from 10:00 a.m.- 6:00 p.m. weekdays, emergency calls taken and delivered and performance time assistance with patrons with disabilities.

VI. Catering and Concession Rights:

A. Exclusive Rights:

The Center retains exclusive rights to operate all concessions and catering services within the Center.

B. Food/Beverage Services/Consumption:

Client shall advise the Center at the time of the Agreement signing that food/beverage consumption will be a part of the Client's event. Any dressing room or onstage food and/or drink requirements of the Client's performer(s) and/or stage crew must be presented in advance of the event and in writing and attached to the contract. The Center will, to the best of its ability, supply the catering service and additional charges will be assessed to the Client.

C. Catering Penalties:

Cancelling intermission – if an intermission is specified in the event Request for Use, the Client will pay actual costs to Center's catering, if any, plus a \$100 penalty, if the intermission is cancelled within 48 hours of the event.

D. Other Concessions:

If a not-for-profit client sells their own merchandise, a 10% commission will be assessed on all products sold, not including sales tax on items. Local client groups may request the Center to sell their merchandise. The House Manager will assign ushers to sell merchandise and a 20% commission will be assessed on all items sold, prior to adding the sales tax. The Center will charge a 25% commission for all touring artists and for all not-for-profit promoters from outside San Luis Obispo County. The Center will provide a commission settlement worksheet that requires all promoters to submit their Resale ID number or Federal tax identification number, or the Center must collect sales tax. Commission will

be rendered to the Operations Manager or House Manager at the end of the event or an agreed upon date after the sales have taken place.

VII. Estimates and Equipment:

A. Estimated Expenses:

Requests may be made for the Center's managing director or his representative to estimate for Client the labor and equipment expenses prior to Client's Event. Actual costs will be billed to the Client, not to exceed 110% of the estimate, unless the estimate has been updated with the Client's approval.

B. Warranties:

The Center agrees to use its best efforts to provide properly maintained equipment required in the Client's Rental Application. The Center will not be responsible for loss of income caused Client due to equipment failure beyond the Center's direct control. The Center is not responsible for maintenance or repair of equipment provided by Client(s) or rented by Client(s) event.

VIII. Settlement:

Unless otherwise specified, cash settlement and reconciliation shall be completed for Client Group designee pick-up by 5:00 pm on the tenth business day following the close of an Event or series of Events, but only after the Client has met its obligations to return the facility to its normal physical operating condition.

Settlement shall include the following:

1. Ticketing Services Activity Report
2. Final assessment of Client charges
3. Report on technical labor charges

The Client should be represented at the Settlement by an employee with check-signing authority. Should receipts at the Ticketing Office exceed applicable Client charges, a check for the net difference shall be prepared for the Client. Should expenses exceed Ticket Services receipts, Client shall deliver to the Center's representative a check for the net difference at time of settlement.

The Center's managing director shall have final authority on transfer of funds at Settlement. When Ticketing Services income exceeds anticipated expenses and Client requires funds for artist settlement, a partial Ticket Office settlement can be arranged in time for Client to acquire required funds.

IX. Right of Amendment:

The CCPACC reserves the right to change and amend the Usage Policies, rental rules, regulations, and rates at any time. Changes in policy will go into effect immediately. Events scheduled within ninety (90) calendar days of such changes in rental rates will be assessed fees for services according to the schedule in effect at the time the Client Application and cost estimates were completed.

Events falling outside the ninety (90) day limitation will be notified of and subject to the amendments and alterations. In all cases, the Center's staff will work to alleviate undue hardships caused the Client by these changes and amendments.

X. Compliance with Laws and Licensing:

A. Adherence to Laws:

No activities in violation of Federal, State, or local laws, ordinances, rules, regulations or the opinion of the Board of Health shall be permitted on the Center's premises. The Client shall be responsible while under the terms and period of the Client Agreement to enforce this provision.

B. ADA Compliance

It is the Client's responsibility to comply with ADA programmatic requirements, e.g. providing sign interpretation for the hearing impaired. The Center meets or exceeds all physical requirements for wheelchair accessibility and also provides infra-red listening devices.

C. Licenses and Fees:

The Client shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by the contract. Client shall assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used or incorporated in the event. Client agrees to indemnify, defend, and hold harmless the Center from any claims or costs including legal fees which might arise from the questioning of use of any such material described above. The Center may require evidence of such licenses being in effect or will provide proper licenses at Client's expense.

Approved by the Central Coast Performing Arts Center Commission - 11/2/95

Revised 3/6/97

Revised 6/30/98

If there is a conflict or contradiction among the License Agreement, the Cohan Center Usage Policy and the various rules and procedures documents listed below, the rules and procedures documents are subservient to the Usage Policy and the Usage Policy is subservient to the License Agreement.

For further information, please refer to the following PAC documents:

Baby Policy

Cash Advances to Commercial Promoters Policy

Front-of-House Rules and Procedures

Identity Standards

Marketing Services

Outreach at the Center

Rules & Procedures Manual

Rules for Use of the Forbes Pipe Organ

Scheduling Guidelines

Smoking Onstage Rules

Standards of Service

Ticket Office Policies & Procedures

Ticketing Fees

Users Tech Manual