

# **TICKETING SERVICES & REGULATIONS**

## **I. Basic Provisions:**

### *A. Client Information:*

The PAC ticketing services are exclusive. Prior to the time tickets are available to the general public, Clients may hold no more than 5% of the house from inventory for their own use and distribution.. These tickets may not be sold to the general public and are provided to meet the Client's special VIP or complimentary ticket needs which fall outside the services addressed in this document. A per ticket fee as outlined in the Rules and Procedures Manual will be charged to the Client for the printing of complimentary tickets.

### *B. Performing Arts Center Exclusive Rights:*

All tickets sold within the PAC, including all day-of-event sales will be sold exclusively by the PAC staff at the rates spelled out in the Rules & Procedures Manual. If an event is free to the public or pre-sold on subscription and the PAC's ticket office is not used, there will be a minimum support fee charged to the Client. The support fee covers calls and walk-up patron questions answered during open hours of the Ticket Office on a daily basis, emergency calls taken and delivered, and performance time assistance with patrons with disabilities. The PAC will provide the Client with subscription/series ticket sales at a rate that will be negotiated between the Client and the Ticketing Services Manager, or his/her representative.

### *C. Ticketing Services:*

Ticketing Services can not be ordered without a properly signed contractual agreement. Client should contact the Ticketing Services Manager to initiate ticket services. The phone number is 805/756-7235.

Arrangement for ticket services must be made at least three (3) weeks prior to the date tickets are to go on sale. Tickets must be on sale for a minimum of two (2) weeks.

The PAC Ticketing Services Manager will provide the Client with assistance in establishing ticket prices as well as a variety of available price category configurations for each venue. Clients may select a configuration from among those offered, or a new configuration may be created at an additional fee as outlined in the Rules & Procedures Manual.

Ticket stock is property of the PAC. All tickets will be printed showing the location of the event or activity.

All other printed copy to appear on tickets and the price of admission to be charged are subject to the approval of the Center's Managing Director before printing.

Client may choose to provide ticket envelopes to the specifications of the PAC. Advertising placed on ticket envelopes must be approved by the PAC. The PAC may place promotional materials in ticket envelopes to advertise upcoming events at the Center.

***Ticket Prices:***

Client must advise Ticketing Services Manager in writing when placing an order for ticketing services of ALL possible ticket prices including plans to discount any tickets. This information should include:

- a. precise amount of discount(s)
- b. number of tickets to be discounted.
- c. scale categories, row letters, seat numbers.

In all cases such discounts will be reflected in the final settlement between Client and the PAC. The Ticketing Services Manager will be pleased to assist in completing this task.

Once tickets have been placed on sale, NO CHANGE in ticket prices may be made.

***D. Description of Performance:***

Client agrees to provide Ticketing Services Manager, ***prior to the first day of public ticket sales***, a short and accurate written description of the performance. This description should include:

1. length of acts or sections
2. brief plot synopsis
3. specific musical repertoire
4. age appropriateness of performance
5. biographical data on artist(s)
6. when intermissions occur
7. when show is to conclude
8. any pertinent information which, in the Client's judgment, a patron might wish to know about the event.
9. other information, as requested by the PAC

*Main Ticket Office Hours:*

*Normal Hours:*

Monday-Friday: 10am - 5pm

Saturday: 10am - 2pm

Ticketing Services will open one (1) hour prior to curtain time for all ticketed events. Additional hours may be arranged with the Ticketing Services Manager for an additional fee.

**II. Ticket Office Charges:**

*A. Set-up Fee:*

A set-up fee per event, as specified in the Rules & Procedures Manual, is included in the Client's Standard Rental Rate.

*B. Ticket "Holds:"*

The Client may hold up to 5% of the house per event for Client distribution at a rate specified in the Rules & Procedures Manual. These tickets may not be sold to the general public and are provided to meet special VIP or complimentary ticket needs.

*C. Printed Tickets:*

Consignment of tickets is not permitted, unless authorized by the Ticketing Services Manager.

*D. Charges for Tickets and Orders:*

Clients will pay a per ticket service charge for each ticket sold to their event as specified in the Rules & Procedures Manual, for support of the Ticketing Services office. The Client is required to build the cost of this fee into the ticket price of admission.

There is a per order handling charge to the Patron for every mail, fax, phone, on-line and group order, as detailed in the Rules and & Procedures Manual.

*E. The Performing Arts Center's Reserved Right:*

Management reserves the right to hold up to 3% of total inventory as House Seats in any venue for every event. The seats used to fulfill the Center's "House Holds" will be clearly defined at the time ticket services are established for the Client's event. As an event approaches, if it is determined that the number of tickets held is no longer required, the PAC will release these tickets, or a portion thereof, for public sale.

Certain seats, as specified in the Rules & Procedures Manual, shall be held by the PAC for the sole purpose of ADA compliance. These seats will only be released for sale to people using wheelchairs, people requiring signed interpretation, and their respective guests. Only if an event is otherwise sold-out will these seats be released into the general inventory. Revenue from sale of these tickets is due the Client.

*F. Audits:*

1. Settlement Audit:

Settlement Audit will be available by 5:00 pm the third business day following the end of a performance run. The Client agrees to accept same as an accurate accounting of tickets sold and the tickets remaining.

A preliminary “run of show” audit can be made available to the Client before curtain time. A final and official box office audit will be available at the time of the final event settlement.

2. Deadwood/Dropped Tickets:

There is no “deadwood” in the traditional sense. The audit does not indicate attendance, which can be ascertained by a Dropped Ticket Count provided by the Center’s House Manager. The House Manager’s Dropped Ticket Count will only reflect the total number of tickets torn. If the Client desires a more detailed report, the Client must request, at the time Ticketing Services are ordered, that the House Manager save the dropped tickets for the Client’s use.

*G. Custody of Funds/Customer Payments:*

All funds derived from the sale of tickets shall be held in the custody of the PAC until the performance or events scheduled have been completed. Special provisions will be considered for Client’s requiring cash advancement.

The PAC will attempt to secure proper identification from all customers who pay by check. However, in all cases, whether identification is provided or not, the ultimate responsibility for bad checks is that of the Client.

The PAC will pay bank fees on credit card sales at the prevailing card company service charge rate negotiated by the PAC. Tickets charged to bank cards but not picked up at “Will Call” remain as sold tickets. A percentage of the total gross receipts will be held out for a time as specified in the Rules & Procedures Manual from the Settlement to cover “chargebacks” from credit card sales.

*H. Cancellation of an Event:*

After ticketing arrangements are established between the Client and the Ticketing Services Manager, if the event is canceled, Client shall pay the minimum set-up fee, plus all other Ticket Office fees associated with the event. Additionally, Client shall be charged a cancellation fee to an amount determined by the PAC Management.

*I. Refund of Ticket Revenue:*

In general, the PAC has a ***no refund*** policy for single tickets. The PAC retains the right to make determination of ticket refunds for cause, in keeping with PAC policy of retaining public faith. This shall include, but not be limited to:

1. Failure of an Event to begin within a reasonable time of schedule stated by the Client.
2. Failure to provide the Event as advertised.

In the event of a cancellation, deadlines for refunds must be advertised in regional media by the Client. Refund location will be determined on a case-by-case basis. If it is determined that a refund is necessary, the PAC shall charge the Client a percentage rate, not to exceed 5% of the dollar value of the ticket, excluding the Handling Fee, which will cover both the selling and refunding process. The full value of the ticket, including the Handling Fee, will be refunded to the Patron.

*J. Exchanges:*

The PAC has a **no exchange** policy for single tickets. Season/Series subscriptions may be exchanged through mutual agreement of the PAC and the Client. A flat fee for handling exchanges or a percentage of any charge assessed the Patron for exchange privileges will be negotiated between the PAC and the Client.

*K. Mailing Lists/Labels:*

The Ticket Office will attempt to enter each ticket purchaser into the PAC's computer data base. Exclusive access to ticket purchasers will be allowed only on a client by client basis. The PAC reserves the right, however, to send the PAC Calendar of Events and quarterly newsletter, the *Centerline*, and other promotional information to all persons on the PAC data base.

*L. Season Ticket Sales:*

The PAC will enter into separate agreements with the Client for season ticket sales.

*M. Holds:*

The Ticketing Services Manager will place on "hold" all House Seats which will include seats required for ADA compliance, and other seats which may require special handling. Tickets placed on "hold" by a Client will remain on "hold" unless specifically released, in writing, by the Client.

*N. Performance Day:*

The Ticket Office will sell tickets to all events at the specified times. If, however, current event traffic dictates, sales to other events may be delayed until after the start of the current event.

*O. Planned Promotions:*

The Client must inform the Ticketing Services Manager at the time the order for Ticketing Services is placed of any special promotions planned, and should provide copies of any order blanks to be used and further provide information regarding any vouchers or give-aways planned, or other promotions expected.

*P. Acknowledgment:*

The Client agrees to put “Ticketing Services provided by the Performing Arts Center” in all their promotional materials. The direct ticketing phone number is 805/756-2787 (SLO-ARTS).

*Q. Ticketing for Non-Center Events:*

The PAC may agree to handle Ticketing Services for events that will occur in venues other than the PAC. A one-time set-up fee, as specified in the Rules & Procedures Manual, will be assessed to the Client for putting a new venue on the computer system. The PAC may also agree to provide off-site Ticketing Services. A separate labor fee will also be assessed to the Client for providing this service.

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