



# GRAND THEATRE CENTER FOR THE ARTS



## BOOKING GUIDELINES

### ELENI TSAKOPOULOS- KOUNALAKIS THEATRE AND STUDIO THEATRE

The Grand Theatre Center for the Arts seeks to enrich Tracy audiences through enjoyment, celebration and interaction with the arts. The Center is dedicated to providing entertainment opportunities for its patrons, access to its 550 seat Eleni Tsakopoulos- Kounalakis Theatre (ETK) and the 104 seat Studio Theatre for Licensees, plus education and outreach opportunities for the community. The Center encourages all Licensees to participate in community outreach.

This booklet outlines general guidelines that will assist you in deciding to book a space at the Center. If you have questions that are not answered here, please contact the Technical Theatre Supervisor at 209-831-6274.

#### **DEFINITIONS**

##### Event

An Event is any use, or series of uses, of a Center space.

##### Licensee

A Licensee is an organization or individual contractually responsible for an Arrangement.

##### Performance Period

A Performance Period refers to the timeframe of any Event attended by the public or members of a group, and/or any use for the purpose of broadcasting, televising, recording or filming an Event. The Presence of more than 30 non-performers in ETK Theatre and 15 non-performers in the Studio Theatre constitute a public event and therefore a performance period.

##### Non-performance Period

The Non-Performance Period is any time the Licensee occupies the Center, but the space is not open to the public or audience, excluding usage for the purpose of broadcasting, televising, recording or filming an Event. The Non-Performance Period includes rehearsals, technical rehearsals and loading in or out of sets and equipment.

#### **CATEGORIES OF LICENSEES**

##### Nonprofit

A nonprofit organization, for Licensing purposes here at the Center, is any organization generally recognized as a tax-exempt organization under Section 501(c) of the Internal Revenue Code, or an organization conducting itself in a not for profit manner. These organizations must provide to the Center with their rental request a copy of their current IRS 501(c) approval with the organization's current address in order to receive any rate benefit associated with this category.

##### Commercial

A Commercial organization is any organization that does not qualifying for nonprofit, noncommercial status. This category also applies to individuals renting the theatres.

## GENERAL APPLICATION INFORMATION

### Guidelines

To ensure a successful event, please comply with the guidelines and procedures of the Center as administered by Center Staff. Noncompliance may result in cancellation, forfeiture of deposit and future booking dates.

### Advertising and Promotions

To ensure accurate event information, and avoid added expenditures by your organization, please do not distribute advertising or publicize your booking request until you receive a copy of the Rental Agreement signed by all parties. It is only after agreements are finalized that use of the Center is confirmed. The Licensee agrees to read and comply with Center marketing requirements. Any use of the Center's name, logo and telephone numbers (including references to, or descriptions of the Center) must be approved prior to printing, display or other use/distribution.

### Nonstandard Information

Your organization may be required to furnish in writing, before an Agreement, any information needed by the Center to determine arrangements, special services, labor, and equipment necessary to the staging, management and success of the Arrangement. Please provide this information to avoid added expenditures, cancellation, forfeiture of deposit and future booking dates.

### Nonstandard guidelines

The Center may impose additional guidelines, or set special Rental Agreements, whether or not expressly provided herein, which may be necessary to the operation of the Center.

### Primary Booking

Primary Booking is conducted in January of each year for the following October through September. All requests for Primary booking are **due January 2<sup>nd</sup>** of each year.

<u>Request Due</u>	<u>Period Booked</u>
January 2, 2010	October 2010 - September 2011
January 2, 2011	October 2011 - September 2012

All requests received after January 2nd will be processed as secondary bookings.

### Secondary Booking

Requests are accepted year-round and need to be received a minimum of eight (8) weeks prior to dates requested. Bookings made less than six (6) months in advance may not appear in *printed materials*, and some calendar listings due to production deadlines.

### Request for Booking

Please make all requests in writing via a rental application. Applications may be downloaded from the Center's website [www.athegrand.org](http://www.athegrand.org), or requested from the Box Office at 209-831-6TKT (6858).

## **GENERAL GUIDLINES**

### Theatre Rental Agreement

Rental Agreements and estimates will be issued once a complete Request for Booking is received and approved by Staff. Nonprofit applications will need to include a copy of the organizations 501(c) with current address. To ensure services for a successful event, all requests are dependent upon staff availability.

Rental Agreements must be signed by a responsible party representing the organization, or group, who has contractual authority for such an application.

Licensee may designate a staff member other than the contract signatory to be in charge of Event(s) in their Arrangement. This person shall be in the Center during all rehearsals and performances, and available to Center Staff until the Center is vacated. As an authorized representative this person will be allowed to make financial decisions that may impact the estimated fees.

Once the Center has received a signed Rental Agreement and a deposit check the dates are considered confirmed. License Agreements are generally due back to the Center within ten (10) business days of the date they were issued.

### Center Ticketing

The Grand Theatre Center for the Arts sells and distributes tickets for all events where the public is charged a fee to attend. Each person attending a performance, regardless of age, must have a ticket. Additional ticket services provided beyond those included with your booking will be billed to the Licensee with the final reconciliation.

### Additional Usage Hours

If you require additional stage access for setup, rehearsals or load in or out on days that have not previously been contracted, please contact the Technical Theatre Supervisor at 209-831-6274 to request additional bookings. If available, the Center will add this time to your existing Rental Agreement, billable according to the Facility Fee Schedule.

### Staffing

Center Staff is responsible for determining staffing levels and assigning all staff for events. The presence of thirty (30) or more performers/Licensee personnel will necessitate additional Center Staff.

Center Staff will determine the need for security personnel for any event.

All staff furnished by the Center, beyond those identified as inclusive, are billed to you according to the Facility Fee Schedule.

### Merchandise

Licensees may sell their own merchandise at the Center on the day of the performance, with prior approval from the Center. Merchandise requests must be submitted a minimum of ten (10) day prior to Event. It may not be possible to accommodate last minute requests. For the safety and convenience of our patrons, sales are limited to a specific area in the lobby.

The Center charges ten percent (10%) of gross sales, and of any money collected on the premises.

Licensees should plan to provide their own sales staff. If requested, the Center may provide volunteer sales staff when available. The Licensee is solely responsible for all sales activity and cash collected.

City of Tracy Business Licenses will be required of anyone selling within the Center. Be prepared to show the licenses upon staff request.

#### Intermission

Please plan to provide an intermission of at least fifteen (15) minutes for any program that lasts one and one half (1-1/2) hours or more.

#### Emergency Exits and Secured Doors

To provide safe egress during an emergency Licensees must keep Emergency exits clear.

To provide safe conditions for performers and the public, Emergency Exits and Secured (Locked) doors must remain locked and can not be propped open.

Please do not use ETK parterre fire exits for performer entrance and exit.

Performers and Licensee staff should enter the theatres through the Stage Door/Green room. Located at 25 W. 7<sup>th</sup> Street. Minors should be checked in and out through the same area. Please, the public (friends, relatives, etc) should not be backstage unless they are considered staff.

#### Fire codes

All fire codes must be followed at all times. Please remember theatres have many additional codes that other buildings do not. If you have any question please contact the Technical Theatre Supervisor.

All Drapery and flammable materials used as set pieces must be properly treated and/or have a certificate.

Tripods will not be allowed in the rowed seating areas while the public is present.

There is no standing room in either theatre. Patrons can not sit on any of the stairs.

#### Scenic Construction and Painting

Please contact the Technical Theatre Supervisor for a list of guidelines concerning on-site scenic construction and painting. This includes the painting of and anchoring to center walls and floors.

### **INFORMATION DUE DATES**

Once the Rental Agreement is signed by both parties, the Center will ask that the event information be returned to the Center according to the parameters listed below. Please consult the due dates assigned to your rental included with your rental agreement.. Failure to meet these due dates may result in cancellation of your agreement and loss of deposit.

#### Ticket Request worksheet

Please return the completed Ticket Request Worksheet to the Center's Box Office at least 5 weeks prior to the first performance.

#### Technical Information

To provide you with all the technical resources your event will require, it is required that you schedule a Pre-Production Meeting with the Center's Technical Theatre Supervisor at least four (4) weeks prior to load-in. The Technical Theatre Supervisor may be reached at 209-831-6274.

Technical staff requirements are estimated at the time of your booking. In your Pre-Production Meeting crew levels, equipment and call times can be adjusted. The Center has the final decision on staffing requirements to ensure everyone's safety, the smoothest possible operation of Center equipment, public safety, and the ultimate success of each event.

#### Insurance Requirement

Licensee is required to provide the CITY a One Million Dollar (\$1,000,000) minimum bodily injury and property damage insurance policy. In the event the Licensee does not have such a policy, the Center may recommend a CITY agent. A certificate of insurance must be received no later than twenty (20) days prior to the first day of the Arrangement and must include coverage for all performance and nonperformance periods noted in the License Agreement.

## **RECEPTIONS and MAJOR EVENTS**

Receptions and Major Center wide events require careful planning and coordination with caterers, Center Staff, and other Licensees.

For our purposes, a "Reception" is a social gathering in conjunction with a Licensed Event, usually a performance, which is hosted by, or on behalf of, the Licensee for patrons and guests. A Reception may involve food and/or beverage (please see Food Service section). Permission to hold a Reception may include a formal address or presentation. However, a social gathering that is the primary function of the License, such as someone booking only the Gallery or the Loggia for a party, is an Event, not a Reception. Please contact the Technical Theatre Supervisor for information on how to book a separate event.

### Types of Receptions

Receptions at the Center fall into three categories:

- Ticketed: admission to the reception is sold separately from the performance.
- Private/non-ticketed: the guest list will be by invitation only.
- Open: all members of the public in the Center may attend your event.

### Booking a Reception

The Center is pleased to assist Licensees who wish to host enjoyable social events for supporters and donors in conjunction with their performances. Since the Center is designed primarily to serve as an outstanding performance space, there are some special considerations when booking Receptions. We appreciate your understanding on the following guidelines:

- All receptions are approved and booked by the Center.
- The Center will attempt to honor last-minute reception requests; additional costs incurred will be estimated at the time of the request.
- Receptions booked after the License Agreement is executed are approved based on space, staff availability and administrative time.
- All fees associated with a reception are non-refundable within 14 days of the event.
- Use of Public areas are limited based on other previously scheduled events and/or classes.

## **FOOD SERVICE**

### Food Sales

Sales of all food and beverage for performances at the Center must be provided by the Center's exclusive caterer.

### Complimentary Food

Licensees and Licensee's agents may serve complimentary food or beverage in the Center with the written consent .

The safety of our patrons is a serious concern in the serving and preparation of food at the Center. For this reason, a caterer must prepare all food in a kitchen licensed by the Health Department. All food must be cooked outside the Center building.

Only licensed caterers may handle Sterno. Open flame is allowed in the Center by permission of the Fire Marshall only.

#### Storage

Please store containers, boxes, bags, dry supplies, bottles and glassware out of public view. Licensee should plan to provide containers appropriate for all supplies, including ice, as the Center does not provide these items.

#### Setup

Caterers may set up no earlier than the Licensee's contracted arrival time. For post-performance receptions, caterers may set up after the last intermission. If there is no intermission, set up may begin no earlier than fifteen (15) minutes after the contracted curtain time.

#### Clean Up

Caterers need to remove all food and supplies following the event, no later than the contracted event period. Pre-performance receptions must be completely cleaned up before the first intermission. Caterers need to clean up all food service areas both during and after service. Center areas must be restored to the same general condition in which they were found.

### **ALCOHOL SERVICE**

Licensees and their agents may not sell or serve alcoholic beverages in the Center except when authorized. To sell alcohol, the Licensee must obtain a liquor license from the State of California, and must provide proof of host liquor liability insurance. Food and nonalcoholic beverages must be served as well. To request approval; please contact the Arts Division a minimum of six (6) weeks prior to the Event (209-831-6295)

Please serve alcohol responsibly.

### **FEE STRUCTURE**

The Facility Fee Schedule is proposed by Center Staff and approved by the Tracy City Council. Fees are subject to change each July 1<sup>st</sup>, or for cost-based fees, at anytime additional costs are incurred by the Center. The Center charges your Arrangement according to the Fees Schedule approved as of your performance dates. As a result, estimates should be considered as guidelines only and subject to change.

#### Basic Facility Fees

Normal heating and air conditioning, janitorial and engineering service, stage draperies, loading dock facilities, in-house stage lighting equipment, in-house sound equipment, dressing rooms and backstage facilities are generally included. ETK Theatre and Studio Theatre use includes a House Manager (5 hours) for all single performance periods. Box Office staff are provided for all ticketed performance periods (2 hours). Ushers will be provided at the Center's discretion. A Theatre Technician will be provided at the standard stagehand rate, whenever any Licensee staff or patrons are on the premises.

Please note, the cost of all other services and equipment; including, but not limited to, additional Center Staff, ticket office services, security and merchandising percentage, not listed in the Basic Facility Fee section, are charged services.

#### Patron Fees

The Center charges all patrons a Facility Use Fee for each paid ticket purchased. Please consult the Facility Fee Schedule for a listing of the amount charged.

#### Holiday Fees

When you book a space on a holiday recognized by the City of Tracy, additional facility fees and staffing charges may apply.

### Payment of Fees

There are other fees, charged by outside agencies, for which your organization may be responsible, such as:

- State, County or local taxes incurred from the sale of any merchandise (i.e., CDs, books, souvenirs, etc.).
- Royalties incurred by a performance in the Center.
- Copyright applications.

The Center makes all payments to the organization that contracted the Agreement, and mails a check to the address listed on the Rental Agreement, unless an authorized address change has been filed prior to reconciliation. For nonprofit organizations, the Center must use the organization's name and address listed on the 501(c). No second-party payments will be made by the Center.

### **CANCELLATION POLICY**

The cancellation of any Arrangement, or portion thereof, must be made by the Licensee's Authorized Representative in writing to the Center's Technical Theatre Supervisor at 715 N. Central Avenue, Tracy, California, 95376.

#### Ticketed Performances

Notification of cancellation of the agreement once executed: LICENSEE is responsible for (50%) percent of the base facility fees; additional expenses incurred by the CITY in service of the License; and a minimum staff call of four (4) hours per employee scheduled. Notification of cancellation of the agreement after the *print* deadline: LICENSEE is responsible for (75%) percent of the base facility fees; additional expenses incurred by the CITY in service of the License; and a minimum staff call of four (4) hours per employee scheduled.

Notification of cancellation of the agreement after the Arrangement has been entered on the Center's ticketing system: LICENSEE is responsible for (100%) percent of the base facility fees; additional expenses incurred by the CITY in service of the License; and a minimum staff call of four (4) hours per employee scheduled.

#### Non-ticketed Performances

Notification of cancellation of the agreement once executed: LICENSEE is responsible for (50%) percent of the base facility fees; additional expenses incurred by the CITY in service of the License; and a minimum staff call of four (4) hours per employee scheduled.

Notification of cancellation of the agreement less than ninety (90) days prior to the Arrangement: LICENSEE is responsible for (75%) percent of the base facility fees; additional expenses incurred by the CITY in service of the License; and a minimum staff call of four (4) hours per employee scheduled.

Notification of cancellation of the agreement less than sixty (60) days prior to the Arrangement: LICENSEE is responsible for (100%) percent of the base facility fees; additional expenses incurred by the CITY in service of the License; and a minimum staff call of four (4) hours per employee scheduled.

#### Cancellation Costs

Costs for cancellation of the agreement for ticketed or non-ticketed performances may include actual costs incurred by the Center as a result of the cancellation in addition to the total estimated facility fees.

CITY will provide a statement of charges to LICENSEE, and LICENSEE shall pay in full for all facility fees and charges within thirty (30) days of the original contracted Arrangement date.

Provided the CITY books the canceled date(s) to another party, LICENSEES will receive a rebate based on the new facility fees paid, up to the maximum of the original LICENSEE'S paid facility fees.